

AGREEMENT for Head Start Services for Program Year 2012-2013

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 FAMILY FUTURES dba CLAYTON EDUCARE**, a Colorado not-for-profit corporation, whose address is 3801 East Martin Luther King, Denver, Colorado 80205 (the “Contractor”) collectively “the parties”.

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

A. “ACF” means the Administration For Children, 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, Contractor’s Application and narrative to provide Head Start Services for program year 2012-2013.

B. Exhibit B, Contractor’s Budget.

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

D. Exhibit D, Schedule for submission of reports.

E. Exhibit E, Certificate of Insurance.

F. Exhibit F, Site Locations.

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

The terms and conditions of paragraphs 1 through 44 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, 2012, and will expire on December 31, 2012 (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.

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 Six Hundred Twenty Five Thousand Three Hundred Fifty Two and 00/100 Dollars (\$625,352.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.

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

E. Recovery of incorrect payments. The City has the right to recover from the Contractor any and all incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation including but not limited to applying a

deduction from subsequent payments under this Agreement or other means of recovery by the City as a debt due to the City or otherwise as provided by law.

F. Non-Federal Share Match. The Contractor will 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 One Hundred Fifty Six Thousand Three Hundred Thirty Eight Dollars and XX Cents (\$156,338.00) as set forth in more detail in Exhibit B. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the 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 2012-2013, HHS may issue only a partial financial award for program costs for Program Year 2012-2013. 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 stating “Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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.” Additionally, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. 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, and 92;
- E.** The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, *et seq.*;
- F.** 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;
- G.** "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;

- H.** 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;

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

J. 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, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder;

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

L. All policies and procedures set forth in the City and County of Denver, Denver Head Start Office, Policy Manual;

M. 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

N. 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**.

O. 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. (2011), 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. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

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

Exhibit List follows

Exhibits to Head Start/Delegate Agency Agreement

1. Exhibit A, Contractor's Application and narrative to provide Head Start Services for program year 2012-2013.
2. Exhibit B, Contractor's Budget.
3. Exhibit C, Calendar of Times and Days of Operations.
4. Exhibit D, Schedule for submission of reports.
5. Exhibit E, Certificate of Insurance.
6. Exhibit F, Site Locations.
7. Exhibit G, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.

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-201205670-00

Contractor Name: CLAYTON FAMILY FUTURES

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 Educare Head Start
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I. OBJECTIVES, NEED FOR ASSISTANCE AND GEOGRAPHIC AREA

The data trends identified in Clayton Educare Head Start's 2011 full application continue to apply as evidenced by the following updated needs and community assessment data.

The *2011 Annual Update of the 2010 Community Assessment* identified the following annual changes, all of which are consistent with broad trends identified in the full application:

- A slight increase in the overall Denver population (1.4%). However, there were significant decreases in the African American and the Native American populations (-13.5% and -14.6%) respectively.
- Two thirds of Denver residents live in neighborhoods that have at least 50% of the population who would be considered to be low income as measured by the Denver Public Schools (DPS) Free and Reduced Lunch (FRL) criteria.
- Hispanic/Latino children and children in the categories of Other Races & Two or More Races who are younger than five years of age make up larger proportions of their peer group than do older persons within the category.
- Over the past five years, the birth rate of White has been significantly higher than the birth rates of the other racial/ethnic groups.

A "new norm" is evident, i.e., the increase in some population groups and the decrease among others. Additionally the White population will increase significantly over the next few years.

The *2011 Update* also analyzed 2010 census data (which was not available the prior year) to explore broader regional trends. The report's major conclusion is that as the population in metro Denver increases, it is becoming much more racially diverse. One significant result of these changes is that suburban counties surrounding Denver are becoming more diverse. The percentage of the metro area's youth population (under age 18) that is white decreased from 63% in 2000 to 53.9% in 2010. Denver was the only county that did not see a decline in the white share of the youth population, holding steady at 29.6% in 2000 and 2010. Denver has the most diverse youth population of all the metro counties.

In late 2011, the TriWest Group released *The Status of Behavioral Health Care in Colorado*. The report identifies several observations regarding access to care gleaned from comprehensive research, including:

- Coordination and integration of services are needed more than ever.
- Many people still cannot access needed care – despite some gains and the hope of health reform.
- Overall, funding for mental health services continues to be insufficient to meet overall needs and funding for substance use disorders services and prevention is even less sufficient; however this situation has somewhat improved.
- Improved integration of services is required to slow cost increases and improve health outcomes.
- There are too few providers – and the need is growing.
- Prioritization of resilience and recovery is still needed.

These concerns and priorities are reflected in the delivery model of Clayton Educare.

Updated program information also reinforces the needs identified in Clayton Educare Head Start's full application (2011). This information describes the 230 children enrolled in Clayton Educare Head Start during the 2010-2011 program year.

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- Children served were 55% Latino, 32% Black/African American, 9% Bi/Multi-Racial, and 4% White, Asian or Other.
- Nearly half (49%) of children lived in a home where Spanish was the primary language.
- 15% of children were determined eligible to receive special education and related services; 27 children were diagnosed prior to enrollment and 18 during the year.
- A little over half (51%) lived in single-parent families; 49% lived in two-parent families.
- In most (73%) two-parent families, only one parent was employed. In enrolled single-parent families, 41% of the parents were employed, and 59% were not working.
- The highest level of education obtained by 33% of the enrolled children's parents/guardians was less than high school graduate. Another 36% of parents/guardians had obtained the level of high school diploma or GED.
- 8% of enrolled families (25 families) experienced homelessness during the year.
- Only 2% of the families enrolled were over-income.
- The family support services accessed by families of enrolled children were
 - Parent education – 91 families
 - Emergency/Crisis Assistance – 85 families
 - Adult education – 39 families
 - Mental health services – 34 families
 - Health education – 27 families
 - Child support assistance – 13 families
 - Job training – 13 families
 - Marriage education – 13 families
 - Child abuse and neglect services – 11 families
 - Housing Assistance – 9 families

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

- Demand for Head Start programs and services will continue to be strong.
- Significant disparities exist among income/ethnic groups in access to support services, including health care. Head Start needs to be a community resource to bridge these gaps.
- A significant percentage of Head Start children come from culturally and linguistically different families. Head Start needs to continue providing culturally competent programming.
- Families need resources about programs that support low-wage earners in addressing issues related to housing, food, child care subsidies, and health insurance.

The three-year (full) grant application submitted by Clayton Educare Head Start in 2011 set out a specific service and recruitment area based on community needs. Data generated through the 2011 Update to the 2010 Community Assessment and the most recent program self-assessment reinforces the suitability of the area defined in that application.

II. PROGRAM OPTIONS

Clayton Educare Head Start proposes to serve 236 children in the 2012-13 program year, of which 32 are funded through Head Start expansion. Children and families will be served in four program options, as set forth below. Full-day children requiring additional wrap-around services will have the opportunity to receive extended day and summer programming through the Clayton Educare Thinkers after school program. This program is funded through revenue received from Temporary Assistance for Needy Families (TANF), the Colorado Child Care Assistance Program (CCCAP), and tuition.

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Through a competitive application process conducted in 2009, Clayton Educare was awarded 32 expansion slots. Effective November 1, 2009, 16 children and families began receiving comprehensive Head Start services in an additional part-day option and 16 in a 6.25 hour full-day option.

Table 1: Clayton Educare Head Start Program Options, 2012-13

Location	# Slots	Program Configuration	Days per Week	Calendar Year
Clayton Educare Head Start	48	Full day (6.5 hours)	4 - 5 days/week	September-June
Clayton Educare Head Start	80	Part day (3.5 hours)	4 days/week	September-June
Clayton Educare HIPPY Head Start	72	1 Home visit/week (90 minute) 1 Socialization & 1 Field Trip/month		September-May
Community Collaborations		Minimum:	Minimum:	Minimum:
• Sewall	20 floating	Part day (3.5 hours)	4 days/week	September-June
• Early Success Academy	16 floating	Part day (3.5 hours)	4 days/week	September-June

III. PROGRAM APPROACH AND EXPECTED BENEFITS OR RESULTS

Indicators of Program Quality. Clayton Educare has been a leader in full implementation of the performance standards for over 15 years, as evidenced by these ongoing indicators of program quality:

- In September 2010, Clayton Educare was designated by the U.S. Department of Health and Human Services as one of ten *Centers of Excellence in Early Childhood* in the nation through a highly competitive review process. In addition to the designation, bonus grant funding of \$200,000 per year for up to a five-year project period will be awarded as appropriated. Applicants for this designation (two per state) were nominated by the Governor. The selected centers are charged to disseminate best practices to Head Start and other early education programs.
- Clayton Educare Head Start's on-site monitoring reviews in 2006 and 2009 found the program in full compliance with all Head Start performance standards, including all fiscal requirements.
- Clayton Educare participated in Risk Management Meetings with the Regional Office in 2008, 2009 and 2010; all resulted in determinations that there were no program risks requiring a corrective Action Plan. The program was not required to participate in a Risk Management Meeting for 2011.
- Clayton Educare achieved re-accreditation by the National Association for the Education of Young Children (NAEYC) in 2011.
- The Clayton Educare program has been continuously enrolled, with waiting lists for many program options.
- On its most recent (February 2010) Qualistar rating, Clayton Educare earned four of four possible stars. Qualistar is a statewide effort to improve the quality of early care and education for children and to increase the level of accountability to parents and funders. The cornerstone of Qualistar is the Quality Rating System (QRS), a tool to measure quality in licensed centers and family home early care and education settings for children birth to kindergarten. The QRS delineates quality in

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Learning Environment, Teacher Training and Education, Family Partnerships, Adult-to-Child Ratios/Group Size and Accreditation. The program achieved full points in Learning Environment, Family Partnerships, Ratios, and Accreditation. Learning Environment scores are based on the Infant Toddler Environment Rating Scale (ITERS) and the Early Childhood Environment Rating Scale (ECERS). Average scores for infant/toddler classrooms observed with the ITERS were 5.75 on a 7-point scale. Ratings for Activities, Interactions, Program Structure, Space and Furnishings all exceeded 6.25; Listening and Talking was a perfect 7. Average scores for preschool classrooms observed with the ECERS were 6.12 on a 7-point scale. Average ratings for Language & Reasoning, Activities, Space and Furnishings, exceeded a score of 6 and Interactions and Program Structure neared a 7.

- HIPPY USA conducted site visits of the program's home-based program options in January 2009, 2010, and 2011. Results were strongly positive, noting the effectiveness and professionalism of program staff and the quality of the home visits. The integration of the HIPPY curriculum with Head Start has been cited as a particular strength of the program. The HIPPY program achieved accreditation by HIPPY USA in its pilot year.
- Clayton Educare participated in two Early Reading First (ERF) projects administered by the Clayton Institute and designed to enhance early literacy activities in the Denver Metro Area. In both projects, participating classrooms (full day, full year preschool) received intensive coaching to implement an evidence-based early literacy curriculum, use child assessment data for individual planning, and support families to use dialogic reading strategies. The results and evidence from these grants contributed to our understanding of language and literacy development birth to five. Clayton Educare has demonstrated the capacity to sustain the intensity of the intervention provided through ERF. As a Center of Excellence, Clayton Educare will continue to integrate the recommendations outlined by the National Reading Panel and model strategies that support the key predictors of reading success (oral language, phonological awareness, alphabet knowledge and print awareness) and seek additional funding to expand dialogic reading programming for staff and families.
- The staff-to-child ratios surpass state licensing standards and Head Start Performance Standards.
- Clayton Educare participates in ongoing continuous improvement. Staff analyze and evaluate services in an on-going way using reports and data to ensure compliance with Head Start Performance Standards and to identify gaps in service. Determination of service gaps for children and families directs the implementation of new services or improvement of existing services.
- Clayton is a Certified Application Assistance Site to verify identification and citizenship documentation. This certification enables staff to assist families in completing the Colorado Public Health Insurance for Families application, thereby enabling families to apply for Medicaid and CHP+ programs onsite.
- Clayton Educare is in its fourth year of a national implementation study to document the features of Educare and how implementation of the model contributes to program quality and links to child and family outcomes. The evaluation is led by a national evaluator at the Frank Porter Graham Child Development Institute at the University of North Carolina-Chapel Hill. Local evaluators and program directors from each Educare site are partners in decision-making about the evaluation design. A technical work group of experts provides advice. The study measures the following domains: core features of the model; Bounce Learning Network assistance with

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implementing the model; key unique local features and community conditions; dosage, intensity, content, and quality of child and family services; child and family status at baseline; and progress over time. Early findings indicate that children who begin the Educare program earlier in life score better on measures of school readiness, with those kindergarten-bound children joining Educare between birth and 2, exceeding the national average by 9 points. This pattern persists even after controlling for risk factors such as maternal education, race and teen parent status.

- Health outcomes for Clayton Educare families for 2010-11 indicate that 100% of Head Start children received medical exams and 76% received dental exams.
- Clayton Educare concluded a contract with the University of Colorado Denver for the *Smoking Cessation Navigation for Low Income Parents: A Pilot Study* project. This pilot study was an innovative intervention to overcome psychosocial and practical barriers that keep low-income smokers from using proven smoking cessation treatments such as nicotine replacement therapy (NRT) and telephone coaching support. The long-term research question addressed was whether smoking cessation navigation cost-effectively increases quit attempts and initiation and completion of treatment using NRT and quit line coaching.

Technology Enhancements:

- Clayton Early Learning launched its redesigned website in January 2012. The site offers more information about Clayton programs, a more intuitive interface and greater ease of navigation. Prospective families using the website have access to a more thorough overview of the program and can complete an online pre-application form. The website provides a convenient way for parents and community members to contact staff via e-mail with questions about the program, its options, or their eligibility. In addition, the site provides information on open staff positions and an online application.
- The program enhanced technology for workers in the field by migrating to tablets. This functionality ensures effective access to program databases and communications.
- An additional printer was added to the Eddle Cottage where home-based and community staff, allowing these staff to work more efficiently.

Proposed Changes to Goals and Objectives. The goals and objectives set out in the full program application submitted by Clayton Educare in 2011 remain in force. Additionally, in compliance with guidance issued by the Office of Head Start, school readiness goals have been added.

Summary of Expected Benefits from Goals and Objectives. Expected benefits related to specific goals are set out in the Goals/Objectives table. The narrative description of these expected benefits for children, families, staff and community has not changed from the full (2011) program application.

C. Program Approach

This section sets out any enhancements or changes in the program design since the submission of the three-year grant application in 2011.

1. Early Childhood Development. Clayton Educare's commitment to implementing developmentally appropriate practices informed by research and evidence from a variety of relevant disciplines creates the best possible learning environment for children and ensures that performance standards are met. The Head Start years are a critical time in brain development; children are learning and

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developing socially, emotionally, cognitively, linguistically, and physically. Children learn best when they feel safe, can experience the support of their own culture and community, and have many opportunities to practice their new skills individually and with peers. To create safety and minimize transitions, Clayton Educare provides continuity of care in primary caregiving and small groups so that children have the time and opportunity to establish and sustain secure and trusting relationships with other children and with knowledgeable teachers who are responsive to their needs and interests. Consistent interaction with teachers supports and facilitates the child's natural interests and urges to discover and learn. These long-term, meaningful relationships also support families in their growth and the achievement of their goals.

Clayton is a member 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 Educare provides an early childhood education model of excellence that demonstrates the value of early investment to prevent costly interventions later. Delivering the highest level of services requires ongoing opportunities for faculty and 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 Educare is committed philosophically and programmatically to consistent evidence-based practice. Evidence-based practice encompasses

- consideration of what constitutes evidence and how its various forms and sources will be weighed in decision making;
- developing communities of practice as a way to involve practitioners, families and local researchers in establishing the knowledge base of the field;
- aligning continuous professional development to this knowledge base; and
- attending to knowledge dissemination and utilization.

Supervision and coaching are key strategies in this practice. Clayton Educare employs a clearly defined coaching model that addresses both the fundamental knowledge base associated with teaching pedagogy and child development.

In 2012-13 children and families will be served in four program options, as set out in Table 1. The adjusted staffing pattern for full-day classes will be 6.25 hours with three teachers to sixteen children during the instructional Head Start portion of the day. Full-day children requiring additional wrap-around services will have the opportunity to receive extended day and summer programming through the Clayton Educare Thinkers after school program.

2. Health Services. There are no changes to the delivery of health services as described in the 2011 full application. The Family Liaison program, which seeks to reduce disparities in the utilization of mental health services by racial and ethnic minority children and families enrolled in Clayton Educare,

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will be further assessed to determine the most cost effective mechanism to provide families with support. Currently the program provides a bilingual therapist to deliver onsite culturally relevant mental health services (screening, assessment, diagnosis, treatment) to children and families.

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 Educare 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. There are no changes to the delivery of family-centered services as described in the 2011 full application.

4. Ensuring Effective Program Design and Management. Clayton Educare 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.

Clayton Educare's most pressing programmatic challenge relates to revenue in a difficult funding environment. The program has absorbed reductions in Colorado Preschool Program slots and substantial losses in Colorado Child Care Assistance Program (CCCAP) and Denver Preschool Program revenue. CCCAP intake is currently closed. The new CHATS swipe system for families is wrought with difficulties and has resulted in intensive manual work to recoup revenue when parents fail to sign in and out. These cuts combined with reductions in per child revenue from Denver's Great Kids Head Start for 2011-12 resulted in the need for a Reduction in Force in June of 2011. New grant funding is not readily available to support current operations as most funders are looking to fund new innovation efforts. Clayton Educare federal continuation applications assume a combined additional reduction of 5.75 FTE for 2012-13.

Federal Site Review. The Office of Head Start conducted its triennial Federal Site Review in fall 2009. No areas of non-compliance were reported on the Clayton Educare program. The review commended several program design and management practices, including the 5 by 5 program, procedures for dental follow up, and the *Ready, Set Go!* video for transitioning kindergarteners. A federal monitoring visit is anticipated this program year.

Self-Assessment. The most recent Clayton Educare self-assessment occurred in October 2011 and was organized to address the following areas: Disabilities Services, Education and Development Services, ERSEA, Family and Community Partnerships, Fiscal Management, Health Services, Mental Health Services, Nutrition Services; Program Design and Management, Safe Environments and Transportation. *Significantly, no non-compliance areas were identified through the self-assessment.*

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The self-assessment identified these *areas of strength*:

- **Disabilities Services.** Files are well organized, documents are easy to find, and parent consent is documented. Early Intervention (EI) staff are experienced, knowledgeable about the process, services, and options for children and their families. Individual goals for children are reviewed and discussed monthly in EI classroom meetings with teachers and Child Family Educators. Staff reviews all screenings and results with families. The EI team leader and staff collaborate with several agencies to ensure the service plan reflects best practices in the areas of screening, assessment and early childhood education.
- **Education and Early Childhood Development Services.** The program uses the Strategic Planning for Instructional Leadership (SPIL) meeting to engage in data dialogue with staff and the evaluation team to develop strategies and systems that inform families and stakeholders of program goals and the school readiness of children served in the program. Each classroom receives internal coaching weekly to support classroom and individual instruction. Program leadership meets monthly to analyze data from screenings, on-going assessments and insights from parents to create plans that support all areas of children's growth and development. All part-day classrooms have at least one Spanish speaking teacher with a goal of having one in every classroom. Clayton works with families to discuss the importance of social/emotional development, physical development, active play, language/literacy, safe use of equipment, and school readiness. Clayton continues to implement a primary care giving model and teacher ratios that exceed licensing standards. Staff who guide education meet ECE educational requirements.
- **ERSEA.** Community collaborations, including building relationships to support recruitment are strong. Clayton uses management systems, such as Standard Operating Procedures/COPA Database to track and support family goals and referrals to the community. The management systems use data to create program and family plans. Eligibility orientations and enrollment meetings are used to verify income to support enrolling families at or below the poverty level.
- **Family and Community Partnerships.** Regular family meetings are scheduled at varying times to provide opportunities for participation by all families. Attendance is high at meetings and initiatives for fatherhood, post-secondary education and family engagement are offered. The Family Partnership Agreement (FPA) process begins at enrollment and is reviewed on an on-going basis with families. Child Family Educators and teachers collaborate in providing integrated comprehensive services to children and families. The program has many on-going community collaborative relationships. Collaborations are sought out for children entering the local school system to ensure successful transitions for families. Family service staff participate in many training opportunities to expand their knowledgebase in family, education and community work. An annual report is provided to the public (and published on the Clayton website) which includes child and family outcome information.
- **Fiscal Management.** The fiscal department 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 audit committee.
- **Health Services.** Parents expressed appreciation for the efforts of the health team and center to keep their children healthy. Many opportunities are available for screening at the center and obtaining results from the child's doctor. Clayton Educare is a Certified Application Assistance Site to speed the process for parents when applying for Medicaid and CHP+. A partnership with Children's Hospital Pediatric Dentistry and Denver Health allows for free dental care for those who do not qualify for Medicaid. Additional collaborative partners enhance program quality and offer many resources for children, staff and families.
- **Mental Health Services.** Services continue to be relationship and strength-based with an emphasis on the social/emotional needs of children and families. Children receive several ongoing assessments including the ASQ, DECA, GOLD/LTR, and families are screened for

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depression (CESD). Child/Family Reviews monitor child and family progress, strengths and needs. Parents have many opportunities to receive and share information with staff.

- **Nutrition Services.** Clayton Educare has the expertise of a Registered Dietician (RD), through a collaborative partnership with WIC through Denver Health and Hospitals, who provides resources and on site monitoring for all classrooms. The RD evaluates all nutrition assessments and counsels families whose children are above the 95% for their BMI or under 5%. She also maintains all the special diet accommodations in the center and works closely with the Kitchen Manager/Chef to adapt menus.
- **Program Design and Management.** *Communication* within Clayton Educare appears to be multidirectional with a clear focus of the leadership team. Communication between the governing body and the policy council is seamless. 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 (handbook and notebook). Staff communication is facilitated through SharePoint, e-mails, and meetings etc. Parent communication is supported through newsletters, monthly parent meetings, and daily communication with families. Clayton Educare uses multiple methods for *ongoing monitoring* of program operations and services. Program leadership is able to monitor activities through databases (COPA, ProCare, GOLD, LTR, and customized Access systems) that track a range of services (enrollment, assessment, attendance, early intervention, family services, nutrition and health). A strong commitment to using these data during reflective supervision and coaching is evident. *Recordkeeping systems* are audited regularly and are reviewed by multiple team members to ensure accuracy of information. Records are maintained in a timely and accurate fashion. Comprehensive Files (hard copies in a central location), along with a technology-based system that can be accessed through the internet, allows staff to access information quickly. The *annual self-assessment* process engages all staff members, parents, the governing body chair and community representatives.
- **Safe Environments.** Teachers are aware of the proper health, sanitary and supervision procedures. The program's compliance with food and sanitation laws is current and documented. The processes and assurances in place for safe environments seem to be reliable and effective. The staff are very informed about safety issues in their own service areas and have access to information as needed in other service areas. The classroom environment was free from safety concerns. The Child Care license is current and posted. Exposure control policies are in place.
- **Transportation.** Transportation is not provided for children to and from school. Transportation is provided for socializations and activities. Parents are always with their children when being transported. Clayton has a bus token program with the city transit company (RTD) and a transportation request system is in place. The program has two small buses and two fifteen passenger vans available for transportation needs. Clayton has a CDL certified driver. The driver provides bus evacuation and safety drills with staff and families as required by Head Start. All staff are required to take a van safety test for driving non-CDL vehicles prior to being approved to drive. The program provides transportation service in English and Spanish.

The self-assessment included the following *recommendations for improvement*. Target dates for responding to the recommendations are included in parentheses.

Disabilities Services:

- Review and strengthen the implementation of the transition plan. (12/1/2011)
- Provide two-way communication notebook to home-based families who have children with special needs (IFSP, IEP). (11/23/11)

Education and Early Childhood Development:

- Develop a consistent process for parent meetings across the program that ensures a parent/child activity and family resources. (Ongoing)

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- Strengthen community relationships with kindergarten teachers. (1/20/11)
- Strengthen classroom support for Dual Language Learners including those speaking languages other than Spanish. (11/30/11)
- Create guidance to implement the Language Policy. (12/16/11)
- Finalize job descriptions for new positions. (12/16/11)

ERSEA:

- Increase consistency with tracking 30 day vacancies. (12/16/11)
- Streamline COPA /ProCare in order to maximize data for funding, billing, contact notes and attendance reporting. (1/12/12)
- Revise current recruitment Plan. (12/16/11)

Family and Community Partnerships:

- Review new and different options for activities to increase the interest and frequency of family participation. (12/16/11)
- Finalize job descriptions for re-configured positions. (12/6/11)

Health Services:

- Explore ways to have greater participation from home-based programs in child screenings scheduled in the center. (03/05/2012)
- Ensure contact forms are indicating resources provided. (02/26/2012)

Program Design and Management:

- Ensure comprehensive file labels and contents are consistent. (Ongoing)
- Document the process for data analysis including trends, strengths and concerns. (12/15/2011)

Safe Environments:

- Continue to focus on hand washing procedure with teachers and children in classrooms. (Ongoing)
- Follow-up with new staff within first 90 days regarding understanding of safe environment procedures. (Ongoing)
- Ensure documentation of water testing is accessible. (Ongoing)

Transportation:

- Select backup driver with CDL license for emergencies.

Clayton Educare staff have developed comprehensive action plans to address recommendations identified through the self-assessment process in a timely manner. These plans, in turn, will drive ongoing refinements and improvements in program operations.

Human Resources. 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 and 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. Clayton Educare has implemented the organizational structure submitted with the 2011-12 full application.

Regularly scheduled staff meetings provide a forum for staff to voice questions and concerns and to impact program planning. Staff interviews are conducted as part of program self-assessment and continuous improvement. Terminations are tracked by human resources in exit interviews to monitor employee relations. Personnel guidelines in place include parent participation in hiring and termination decisions, a written staff code of conduct, a performance appraisal system, a comprehensive staff development program, wage comparability, volunteering, staff orientation, confidentiality and privacy, child abuse, staff screening and reporting, and health requirements.

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We are committed to recruiting Lead Teachers with a minimum of an AA in Early Childhood Education, child development, or related fields. At a minimum, Lead Teachers hold a Level II state credential and attend classes to work toward an AA. All Teachers without a BA or advanced degree in ECE have been required to be in school and are supported through tuition payments to make progress toward this goal in order to meet the Head Start Act requirements for 2013. Additional funding will need to be secured to provide tuition support to teachers in obtaining formal degrees. Teacher qualifications are detailed in Table 2.

Table 2: Clayton Educare Teacher Education Level

Teacher II				
Alcantara de Salgado	Maribel	Teacher II	45 ECE credits	AA in process
Royston	Shayna	Teacher II	30 ECE credits	AA in process
Williams	Ivory	Teacher II	31 ECE credits	AA in process
Teacher III				
Bolden	David	Teacher III	BA Integrated Physiology	
Chavez	Jeanne	Teacher III	AA ECE	BA in process
Rojas	Gabriela	Teacher III	No degree 11.5 ECE credits	
McCammond	Kimberly	Teacher III	AA ECE	
Teacher IV				
Casillas	Diana	Teacher IV	BA ECE	
Chervenak	Eric	Teacher IV	No degree - 25 ECE credits	
Cikot	Cathy	Teacher IV	BA Elementary Education	MA in process
Finney	Emily	Teacher IV	BA License in ECE	
Teacher V				
Bock	Megan	Teacher V	MA ECE	
Lead Teachers				
Murillo	Jeanne	Teacher Lead	39 ECE credits; CDA	
Burks	Deshawn	Teacher Lead	AA in Liberal Arts, 34 ECE cr	BA in process
Carrillo	Gloria	Teacher Lead	AGS in ECE	BA in process
Ortega	Denise	Teacher Lead	AAS in ECE	BA in process
Perry	Brenda	Teacher Lead	AAS in ECE	BA in process
Roper	Angel	Teacher Lead	AGS in ECE	BA in process
Gall	Soren	Teacher Lead	MA in Teaching/emphasis ECE	
Mezzacapo	Paul	Teacher Lead	MA in ECE	
Sandoval	Vivian	Teacher Lead	37 ECE credits	AA in process



GOAL 1: Family Centered Services – To develop a framework of education and resources that support linguistically and culturally responsive family literacy strategies for families and staff.

Clayton 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:	<ul style="list-style-type: none"> • Parents develop a network supportive of their social, emotional, and parenting needs. • Families faced with a multitude of challenges and/or risk factors are more resilient. • Parents have enhanced awareness of their children’s optimal growth and development and how to support it. • Families experience success at working toward and achieving family goals. • Families move toward self-sufficiency. • Parents learn to become advocates for and facilitators of their children’s learning. <p>Staff develop skills and knowledge in Language and Literacy Development through professional development and training.</p>			
Objectives	Outcomes	Measures	Innovative Methods	Progress
Staff partner with parents to expand their skills in supporting their child’s language and literacy Development.	<ul style="list-style-type: none"> • Teachers/CFEs collaborate to revise current and create new <i>Home Links</i> (regular communication from classroom to home) to include explicit connections to the classroom’s lesson plans and to Colorado’s state standards. • Teachers, CFEs, and families share information and set family goals in Child Family Reviews four times each year and collaborate to develop Individual Child Curriculum Plans (ICCPs) that include activities that can be implemented at home. • Reading Is Fundamental programming is strengthened through joint teacher/CFE planning, implementation of family literacy strategies, and activities, including dialogic reading. • Parent understanding of language and literacy development is enhanced and additional literacy materials and 	<ul style="list-style-type: none"> • Process Measures: <ul style="list-style-type: none"> ○ Educare parent surveys review of FPAs, parent meeting agendas, ICCPs ○ Sign-in sheets reflecting participation in RIF events ○ Family progress as reported in child/family reviews • Outcome Measures: <ul style="list-style-type: none"> ○ 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 	<ul style="list-style-type: none"> • Classroom teams prepare <i>Home Links</i> for families that provide suggestions for extending classroom learning into the home to further support children’s development. • Monthly parent meetings in each classroom offer parent-child activities that support the classroom curriculum. • Quarterly Child Family Reviews offer staff and specialists the opportunity to review family and child goals, assess progress, and identify further needs and supports. 	<ul style="list-style-type: none"> • During monthly parent meetings and semi-yearly Parent-Teacher conferences, all parents received individualized home-school activities to assist with scaffolding their children to their next developmental level. • HIPPY USA has contracted directly with Clayton Early Learning to revise the HIPPY USA Age 3 and Age 4 curricula to enable parents from challenging socio-economic and educational circumstances to better prepare their children for the current school environment. The revised curriculum will be provided to and implemented nationally by all HIPPY programs. • Clayton Educare partnered with Reading is Fundamental to provide interactive resources and activities to families, including dialogic reading strategies and free books. • CFEs partnered with parents to create family portfolios that reflect their family culture and document their experience in the program over time. • The second annual I Love to Read Month occurred in February. Special activities included: storytelling with Grams, an Apache Elder; guest reader days; parent training on skills and techniques to make reading fun and easy at home with the family; learning how to incorporate technology into families’ reading habits; seminars on strategies to keep reading going; parents recording themselves reading to their child. • The family newsletter included

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	<p>resources are in the home.</p> <ul style="list-style-type: none"> Number, duration and intensity of language and literacy interactions between parent and child are increased and child outcomes in emergent literacy and math skills are increased. 			<p>a literacy corner that provided parents with developmentally appropriate ideas on how to incorporate reading into their family's everyday life.</p> <ul style="list-style-type: none"> The family literacy workgroup implemented strategies to engage families in literacy activities through the year.
<p>Provide opportunities, guidance, and interactive family activities that empower parents as the primary teacher of their child .</p>	<ul style="list-style-type: none"> 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. 100% of 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. 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 	<ul style="list-style-type: none"> Parent feedback on: <ul style="list-style-type: none"> Evaluation Grant Goals Activities Curriculum Training Sign-in sheets reflecting participation in parent meetings, and parent trainings Circle of Parents attendance Completion of family portfolios 5x5 project participation Review of Parent Newsletters Family Partnership Agreements (FPAs) review Family Referral and resource follow-up Home visitation tracking Touch Points survey results Family assessments 	<ul style="list-style-type: none"> Partner with the Bounce Learning Network and The Brazelton Touchpoints Center to implement the Touchpoints curriculum. Partner with parents to capture and document each family's story through creating a family portfolio. Provide on-site parent support groups and parenting classes in English and Spanish. CFEs and teachers collaborate with parents to expand everyday learning opportunities through home link activities. 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. Quarterly program-wide parent meetings offer training and support on a variety of topics 	<ul style="list-style-type: none"> Both center-based and HIPPIY parents reported high levels of competence as a parent. One-third of parents in both program options reported reading to their children every day. 70% of families completed a survey in connection with the Qualistar Rating. Nearly 100% of these families felt the program shared relevant information and included them in decision-making. The accreditation decision letter from the NAEYC Academy commended the program for high compliance with the family component which recognizes the importance of a reciprocal relationship between families and programs. Data from parents answering the question, "what does family engagement mean to you?" was collected and compiled. Responses fell overwhelmingly within two categories, quality family time and interest and participation in education. Dialogue about the data continues to inform ongoing action research questions related to engaging families in increasingly relevant and interesting ways to improve their child's readiness for school and later school success. Clayton Educare expanded its pilot Touchpoints program to train and mentor an additional cohort of 24 staff to partner with parents in carefully watching and helping one another understand children's behaviors, strengths, and growing capacities. A formal evaluation of this program will be completed by Brazelton



	<p>learning environment</p> <ul style="list-style-type: none"> 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>related to child development and family engagement in their child's education.</p> <ul style="list-style-type: none"> Peer-led Circle of Parents support groups and parenting classes address parent mental health needs. The Family Liaison Specialist provides mental health support to families. Wellness activities are offered to families, including resource fairs, Zumba, and exercise classes. Clayton Educare's home based program is part of the state-wide HIPPY network; the Home-Based Coordinator is a National trainer for HIPPY USA. 	<p>Touchpoints Center. Anecdotal evidence points to less stressful and more collaborative relationships with parents and caregivers leading to holistic individualized planning and better child outcomes.</p> <ul style="list-style-type: none"> CFE's collected pre and post parent surveys from families on Touchpoints relative to parent perceptions of the parent/child and parent/staff relationships. Regular family newsletters featured fun activities, guidance about children's social/emotional development, connections to classroom curriculum, a calendar of cultural and school events, messages for the men involved in the child's life, a literacy corner, community resources, and information to support family health and nutrition. School events such as <i>I Love to Read Month</i>, <i>Culture Night</i>, and program-wide quarterly Parent Meetings engaged parents in interactive family literacy activities and built upon their strengths to support their child's development. CFEs introduced a new strategy for parent/child engagement called Hallway Happenings. Directly linked to content in Parent Meetings and building on classroom curricula, Hallway Happenings provided activities for parents and children to learn together. The first event, focused on health, included three stations in each wing, beginning with "Start with a Stretch", "Stop for a Snack" (where children and families created their own healthy snack), and "Animal Actions" (where they engaged in mutual play around animal movements). Monthly classroom meetings offer parents individualized home-school activities to assist with scaffolding their children to the next developmental level. Father involvement events within the community provided Clayton fathers a safe and inviting opportunity to engage with their children and build
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				<p>healthy connections with other men and access to role models.</p> <ul style="list-style-type: none"> • Two project communities directly supported our work with families. The family engagement community explored ways to nurture strong partnerships with families to improve family outcomes around fatherhood, classroom parent meetings, post-secondary education and governance. The family language and literacy project community investigated evidence-based family literacy strategies and engaged families in the implementation of the Language Policy. • Together with Mile High Montessori Early Learning Center, Clayton Educare requested funding to develop and implement a dialogic reading program with staff and families. • Parent/Teacher conferences and home visits were conducted two times during the year. Individual child goals were developed around literacy and other developmental domains.
<p>Staff utilize the research base and program language policy to effectively support families in implementing language and literacy strategies.</p>	<ul style="list-style-type: none"> • Staff understanding of child language and literacy development and adult learning strategies is enhanced. • Staff expand and implement developmentally appropriate family literacy practices and strategies. • Staff receive intensive training throughout the year on family literacy strategies. 	<ul style="list-style-type: none"> • Staff participation in training through sign-in sheets feedback on evaluation forms • Early Language and Literacy Classroom Observation Tool (ELLCO) results • Documentation of staff work group activities • ECERS scores • CLASS Observation scores 	<ul style="list-style-type: none"> • Intensive training and coaching for staff on implementing literacy strategies for children. • Staff workgroups, provide an intentional focus on enhancing family centered services including groups on parent engagement, transitions, and language and literacy. 	<ul style="list-style-type: none"> • To garner the abundant benefits associated with children's bilingualism, we have begun implementing a comprehensive approach to language learning as articulated in our recently developed Language Policy. This policy unites all stakeholders in holistically supporting our children's language development. • Cultural competency was encouraged within our learning community as an approach to strengthening and improving our work. For example, Culture Night provided an opportunity for the families to celebrate and share their own cultural experiences, language and traditions through activities, crafts, food, clothes, dance, and art/artifacts. Families and staff nominated their own cultural heritage, beliefs, and traditions to share on Culture Night. This year, featured

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				<p>cultures included Mexico, Tanzania, Yoga Consciousness, and Military Family Life in North Carolina. Activities were tied to home visits, parent meetings, socializations and classrooms' curricula. Family literacy activities and displays invited families and friends to reflect and explore their own cultural heritage.</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>	<ul style="list-style-type: none"> 100% of parents indicating an education goal on their FPA develop a realistic plan to achieve. 100% of these parents receive support in identifying and addressing barriers in obtaining educational goals. Effective partnerships with community agencies eliminate barriers to access ESL and GED classes. 	<ul style="list-style-type: none"> Review of FPA goals Referral follow-up COPA data sets Visit forms/contact notes Community Partnership List 	<ul style="list-style-type: none"> A partnership with Denver 360, a workforce development program with Denver Options, offers volunteer work opportunities for parents. A staff workgroup supports parents in pursuing post-secondary education, including eliminating barriers to access. Clayton Educare partners with local resource agencies to connect parents to GED and ESL classes and provides on-site resources. 	<ul style="list-style-type: none"> Staff partnered with parents to create relevant and meaningful goals that foster family growth and development. In the last year, 33 parents worked toward completing secondary and post-secondary goals, with nearly 25% of these families meeting their goals. Another 43 families set goals around employment and job training and 37 % met their goals. CFEs referred nine families to Emily Griffith Opportunity School for on-going GED instruction and tutoring. The program provided resource materials, study space and application/form support for parents pursuing further education. Ten parents were also referred to Focus Points for English instruction and other parent enrichment classes.

GOAL 2: COMMUNITY HEALTH AND TREATMENT – To promote health, mental health and wellness for families, staff, and communities.

Clayton Goal:	Child, parent, and staff health, mental health and well-being are supported and improved.			
Benefits:	<ul style="list-style-type: none"> Child development and wellness are enhanced through the delivery of health and nutrition services that supplement and complement those of the family. Access to culturally relevant health and mental health services is improved and disparities reduced. Through prenatal services, parent and child attachments are formed at the earliest possible time. <p>The social-emotional and physical environments of the organization and home promote child, family and staff excellence.</p>			
Objectives	Outcomes	Measures	Innovative Methods	Progress
Foster overall health of children and families through improved health,	<ul style="list-style-type: none"> Parent knowledge of good health and improved practice in implementing nutritious meals and physical activity strategies is 	<ul style="list-style-type: none"> Participation evidenced by training evaluations and sign-in sheets Monitoring action plans 	<ul style="list-style-type: none"> Staff promote Family Wellness by researching parents' interests through focus groups; implementing 	<ul style="list-style-type: none"> Caregivers responded to questions about the supportive nature of their neighborhoods. The average score was 2.7, indicating that respondents generally agreed that their neighborhoods were



<p>nutrition and physical activity practices.</p>	<p>enhanced.</p> <ul style="list-style-type: none"> • Increased numbers of families have health insurance and receive improved quality in pediatric services. • 100% of education and family engagement staff implement family wellness activities within the program and the home through physical health and nutrition curricula. • Parents report a heightened sense of overall well-being. • Parent understanding of best practices in oral health and the importance of referral follow-up is enhanced. 	<ul style="list-style-type: none"> • PIR data review • Child health screening results • Child attendance in school 	<p>these ideas; sponsoring a family health fair; and hosting an annual Family Fun & Fitness Day.</p> <ul style="list-style-type: none"> • Clayton Educare partners with local and national organizations to produce food, nutrition, and movement videos. Dissemination of these videos is national, local, and through the Clayton Early Learning website. • Through a partnership with WIC, a dietician provides onsite support to families, children, and staff. In addition, a trained chef prepares nutritious homemade baby food, meals and snacks from natural ingredients to minimize the intake of processed foods. Organic milk is served to children. • Clayton Educare is a Certified Application Assistance site for Medicaid, a participant in the Colorado Information Immunization System, and provides medical consulting services onsite through Denver Health. • Clayton Educare is participating in a smoking cessation grant 	<p>supportive, but were not very enthusiastic about that agreement. Scores covered the entire range of the scale.</p> <ul style="list-style-type: none"> • A health resource fair for families focused on increasing physical activity, nutrition, oral health hygiene and medical resources in the community. Parent Coffee Times throughout the year engaged and integrated parents into the Clayton community. • Family Fun and Fitness day coalesced community partners to build awareness and utilization of community resources support families in increasing physical activity into their lives. Physical activities included kicking with professional soccer players, yoga, 5k family walk/run, Zumba, line dancing, hoola hoop fitness and a physical fitness challenge. • The annual program-wide parent meeting "Get Up and Get Moving" featured demonstrations and information from Denver Parks and Recreation, YMCA, Center for African American Health, WIC, local schools, and Community Zumba. • Clayton Educare and the University of Colorado piloted a proof-of-concept study to help low-income smokers get and use effective smoking cessation treatments using smoking navigators. Over 50 staff and families participated. Outcomes of this study were presented in 2011 to the U.S. Surgeon General. They included: cessation assistance must be flexible due to the conditions of low-income life; what seems simple for other populations is complicated in low-income life so treatment access must be easy and free; relapse is common with acute stress found in low-income life therefore different measurements of success should be considered such as high levels of motivation to try and quit again, and; our pre-school site supports
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			for parents and staff through the University of Colorado.	<p>intervention and research because it is convenient for accessing otherwise hard to reach parents and supports data collection.</p> <ul style="list-style-type: none"> • The Denver Health enrollment van made stops at the program throughout the year to enroll families in Medicaid and CHP+. • Clayton Educare provided data to inform the development of strategies to mediate the detrimental effects of toxic stress on children in association with the University of Denver.
Foster overall health of staff through improved health, nutrition and physical activity practices.	<ul style="list-style-type: none"> • Staff knowledge of good health and improved practice in implementing nutritious meals and physical activity strategies is enhanced. • 100% of staff participate in the Culture of Wellness. • Staff report a heightened sense of overall wellness. 	<ul style="list-style-type: none"> • Participation evidenced by training evaluations and sign-in sheets • Monitoring action plans • Staff attendance in school and at work 	<ul style="list-style-type: none"> • Clayton Early Learning has a strong Staff Wellness program that continues to evolve. This program includes an onsite workout facility for staff; ongoing Zumba, Yoga, and fitness classes onsite for little or no cost; staff health challenges and competitions; staff health fair and screening; wellness lunches and nutrition supports. • Clayton Educare is participating in a Smoking cessation grant for parents and staff through the University of Colorado. 	<ul style="list-style-type: none"> • Our Employee Wellness Program continued to offer weekly yoga and Zumba classes for both staff and parents. • Wellness educational lunches were offered on a monthly basis to Clayton Early staff. • Clayton Early Learning's employee fitness center provided staff with a treadmill, elliptical machine, cardio workouts, weight/resistance training, stretching and relaxation rooms.
Provide individualized services for expecting mothers & families, including doula services; CB FANA curriculum; and specialized guidance in health, mental health and nutrition .	<ul style="list-style-type: none"> • 100% of all staff have an understanding of and promote comprehensive prenatal services. • 100% of prenatal mothers receive education on pregnancy & childbirth. • 100% of prenatal mothers receive additional support in the areas of physical, mental, 	<ul style="list-style-type: none"> • Participation evidenced by training evaluations and sign-in sheets • Community partnership agreements • Home visit documentation • FPA review 	<ul style="list-style-type: none"> • Staff implement the Brazelton CB FANA curriculum in their work with parents during the prenatal and perinatal periods. • Prenatal yoga is offered to expecting mothers. • Additional comprehensive services include mental health and 	<ul style="list-style-type: none"> • An interdisciplinary prenatal workgroup met as a professional learning community to monitor and intensify prenatal services. • Families were connected to yoga opportunities at Clayton and within the community. • Health visits from a nurse included screening for depression indicators.



	<p>and nutritional health.</p> <ul style="list-style-type: none"> 100% of prenatal families implement a child transition plan. 		<p>nutrition supports.</p> <ul style="list-style-type: none"> The Perinatal Educator has diverse skills such as midwifery, doula and yoga instruction. The Maternal Child Perinatal Program provides interested families with no cost Doula services. 	
<p>Identify parents at risk for depression.</p>	<ul style="list-style-type: none"> 100% of parents receive written materials upon enrollment pertaining to mental health issues and child abuse . 100% of parents are offered the opportunity to complete a parent depression screener. 100% of parents identified as needing treatment receive follow-up as appropriate to their screening results. 100% of parents requesting treatment receive intervention through the program directly or by referral to community agencies. 	<ul style="list-style-type: none"> Completed screener Documented referral process and follow-up Records of parent training participation Attendance in support groups 	<ul style="list-style-type: none"> Peer-led Circle of Parents support groups and parenting classes address parent mental health needs. The Family Liaison Specialist is a trained LCSW counselor providing onsite family mental health services using cutting edge techniques such as EMDR for trauma. A family pyramid model mirroring the child pyramid was developed and provides guidance and direction in meeting family social/emotional needs. The CESD screener is conducted with all primary caregivers 2x per year with services offered to high risk parents. Mental Health Internships are available under the guidance of the Family Liaison Specialist to expand staff professional development. 	<ul style="list-style-type: none"> Both center-based and HIPPY parents reported high levels of competence as a parent. Parents of children enrolled in the center-based option reported low levels of parenting stress. Families enrolled in the Center-Based and Combination options reported on their depression. Nearly a quarter of these caregivers screened positive for depression (24%) In association with the University of Denver, Clayton Educare infants, toddlers and preschoolers participated in studies that measure the impact of toxic stress. This data will inform the development of parent interventions that can begin to change this trajectory. Through focus groups, parents are also informing the design of the study.



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<p>Formulate and adopt a mental health policy for children, families and staff.</p>	<ul style="list-style-type: none"> Approaches to mental health work are defined. Provide opportunities for Clayton's learning community to expand their understanding of the importance of social-emotional development. Publish a mental health policy disseminate guidance to the community. 	<ul style="list-style-type: none"> Work Group progress notes Focus group feedback Participation evidenced by training evaluations and sign-in sheets The mental health policy 	<ul style="list-style-type: none"> A mental health policy and model based on current research is under development. A body of evidence informed by the mental health model will be disseminated through a national network in conjunction with Clayton Educare's designation as a Center of Excellence. 	<ul style="list-style-type: none"> On a stressful life events survey, primary caregivers reported, on average, 2.8 life events. However, there was great variability in this measure with some primary caregivers reporting no stressful life events and some reporting as many as 15. The number of stressful life events also significantly differed by program option. Center-Based and Combination option families reported more stressful life events (3.1 average) than HIPPA families (2.1 average).
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GOAL 3: PREPARED CHILDREN – To prepare children within an inclusive environment in the developmental areas (social/emotional, cognitive, physical, language development, literacy, math, and science) to succeed in school and the community.

Clayton Goal:	Children served in Clayton Educare's inclusive environment will demonstrate age-appropriate language and literacy development and the social-emotional, physical (small/large motor), and cognitive skills needed for success in school and the community.			
Benefits:	<ul style="list-style-type: none"> Intentional, focused teaching practices lead to better 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. Positive approaches to learning are cultivated in all children. Children are successfully transitioned to the next developmental level. <p>A foundation is laid for long-term school success.</p>			
Objectives	Outcomes	Measures	Innovative Methods	Progress
Strengthen Clayton's partnerships with DPS and local private schools to support effective transitions and school choice.	<ul style="list-style-type: none"> Build new linkages from Clayton Educare to DPS that enhance Head Start/Kindergarten transition activities. Establish mechanisms (i.e. focus groups, lunch and learns, workshops, trainings) for DPS and Clayton Educare to consider and align their respective programs relative to the birth to age eight continuum emerging in state policy. Collaborate with neighborhood elementary, private, charter, and magnet schools to create a 	<ul style="list-style-type: none"> Process Measures: <ul style="list-style-type: none"> Enrollment and participation in Parent Alumni Group Attendance at and evaluation of brown bags, workshops and trainings Document review of child transition records Outcome Measures: <ul style="list-style-type: none"> Child Assessments - analysis of longitudinal data in 	<ul style="list-style-type: none"> Through a public/private partnership, Clayton Educare works closely with Barrett Elementary to align philosophical approaches, enhance transitions into elementary school, and engage parents. The DPS Director of Early Education and the Barrett Elementary principal sit on the Clayton Educare Board of Directors. Teachers, CFEs and an 	<ul style="list-style-type: none"> Clayton Educare's Transition Project Community explored new ways to improve and enhance this progression into the public school system where differences in philosophy, atmosphere and routines can result in difficult adjustments. In spring 2011, 84 children transitioned into kindergarten with nearly 30% of families choosing non-traditional schools for their child. Their transition process began in the fall with parents and staff developing a focused plan for the year complete with a calendar of important transition activities. Public, private and charter school representatives were invited to a kindergarten transition orientation with parents and children in November to share information about their school's options, philosophy and climate and



	<p>microcosm of seamless birth to age eight programming to inform partnership work at the district level.</p> <ul style="list-style-type: none"> Develop a Parent Alumni Group to provide peer support to parents with children transitioning into the public school system. 	<p>collaboration with DPS (to include DRA and CSAP scores)</p>	<p>administrator participate on an ongoing Transition Workgroup that addresses effective transitions for all children going to Kindergarten.</p> <ul style="list-style-type: none"> Clayton Educare provides information and assistance related to the process of selecting a School of Choice. Various private and charter schools provide materials and/or onsite consultation to prospective parents of Kindergarten-bound children (e.g. University Prep, Denver Language School, St. Elizabeth's School). The Clayton President sits on the Early Childhood Leadership Council. 	<p>take enrollment applications.</p> <ul style="list-style-type: none"> A coffee and kindergarten workshop held in the spring and attended by the Denver Public Schools Office of Parent Engagement provided an opportunity for parents to ask questions about kindergarten, the transition process and provided home links to support children throughout the summer. A parent alumni group is under development, the concept being that peers navigating parents through the process will result in positive child outcomes and informed and empowered transitions.
<p>Ensure integration of child development and family support services.</p>	<ul style="list-style-type: none"> Deliver seamless services to families and their children (pre-birth to five years) using a holistic, interdisciplinary approach. Provide an organizational structure with coordinated administrative/management services and strong instructional leadership to support integration. 	<ul style="list-style-type: none"> BLN parent and staff survey results Document review of FPAs, parent meeting agendas, parent communications, Child Family Reviews Parent interviews 	<ul style="list-style-type: none"> Classroom teams prepare Home Links for families that provide suggestions for extending classroom learning into the home to further support children's development. Collaborative Classrooms, classrooms that team a coach with a classroom teacher within a teaching team (where oversight is shared with the Clayton Institute) provide a laboratory to 	<ul style="list-style-type: none"> A new organizational structure was developed based on data and feedback from the last three years. Under the new structure, multiple classrooms will be identified for demonstration of specific practices. As protocols for implementation of promising practices are identified, classrooms will be selected as strong models of the practice. Specific dissemination plans will then be connected to each of the model classrooms. CFEs attended weekly coaching sessions for classroom teachers to foster more effective teacher/CFE collaboration in planning monthly activities. CFEs attended Child/Family Reviews, parent teacher



			<p>examine "research to practice" and enhance integration of existing services.</p> <ul style="list-style-type: none"> Teachers, CFEs and an administrator form the ongoing Family Literacy Workgroup to provide families with training to enhance their abilities to support their child's education. 	<p>conferences and Early Invention meetings with the classroom team.</p> <ul style="list-style-type: none"> Home-based CFEs planned weekly with parents for individualized child development activities. Weekly home-based coaching sessions (aligned with classroom curriculum and activities) addressed the integration of child development concepts and family services in critical thinking.
<p>Integrate the social/emotional Teaching Pyramid model and philosophy throughout the program.</p>	<ul style="list-style-type: none"> Relationships between parents and staff are enhanced. Resources and strategies to support the social and emotional development of children are enhanced. Classroom environments are emotionally supportive classroom. The organizational climate is positive. Interactions between children, families, and staff are culturally competent and respectful. 	<ul style="list-style-type: none"> Inventory of Practice Checklist Monitoring action plans Participation evidenced by training evaluations and sign-in sheets Social/emotional assessments CLASS results DECA results Organizational Climate Inventory results 	<ul style="list-style-type: none"> To promote strong social/emotional services, Clayton Educare created an intensive social/emotional program model that features onsite individualized mental health support. Staff and parents participate in intensive training on social/emotional development and relationships. Based on CFE feedback about the challenges in their work, a Reflective Practice group is offered to CFEs. The group provides a respectful, understanding, and thoughtful atmosphere to exchange information, thoughts, and feelings that arise around family development work. A Cultural Competency Workgroup with 	<ul style="list-style-type: none"> On average, DECA evaluation data indicated that parents of center-based preschoolers tended to describe their children as having high levels of positive behaviors (attachment, self-control, and initiative), but they also reported high levels of problematic behaviors as well. Teachers also identified elevated levels of problematic behaviors, but not as frequently as parents did. Parents of children in HIPYP reported high levels of concerns about their children's behaviors. Well-documented research on human brain development shows that the prenatal-to-5 period offers the highest potential for development, as well as the highest risks. Through a pending grant application to the Institute of Education Sciences, Clayton Educare and the Marsico Institute seek to learn more about how teacher practice can support children's growth in the area of executive function. Clayton Educare piloted a continuity of care model in classrooms to enhance the impact of the trusting relationships currently supported by our primary caregiving approach. A long-term relationship with a continuous cohort of responsive and nurturing Clayton teachers will both provide the foundation for maximized child



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			<p>diverse representation from staff and parents engages in dialogue about the importance of cultural competency work, where it could lead the organization, and what to do with resistance to change.</p> <ul style="list-style-type: none"> • An annual Culture Night honors and highlights diverse family cultures. • A year-long multicultural training strand based on OHS multicultural principles and meta-theories of childrearing is provided for all staff. 	<p>development and enriched relationships with families.</p> <ul style="list-style-type: none"> •
<p>Prepare the indoor and outdoor environment.</p>	<ul style="list-style-type: none"> • 100% of classrooms receive a 5.5 or better cumulative score on the ECERS or ITERS (environment). • 100% of classrooms (3-5) show improvement in the ELLCO (environment). 	<ul style="list-style-type: none"> • ECERS and ITERS results. • ELLCO results 	<ul style="list-style-type: none"> • Teachers, CFEs, and an administrator form the Natural Environment Project Community that focuses on ensuring children receive direct exposure to nature on a daily basis to enhance their physical and emotional development. • Clayton Educare offers children and families a state of the art facility that was designed and built specifically to support program goals. • The Clayton Institute supports Educare in "research to practice" as it relates to developmentally 	<ul style="list-style-type: none"> • Clayton Educare achieved NAEYC accreditation in 2011. The program exceeded NAEYC baselines for accreditation by over 20% for classrooms and scored at nearly 100% of all criteria met for the program. • The results of classroom observations indicate that Educare is succeeding in providing center-based classroom environments that are of high-quality. Educare teachers were observed having deep conversations with children and offering stimulating materials and activities in well-organized classroom environments. • Examination of classroom observation data over time demonstrate that Educare has been providing high-quality classroom environments consistently over time. • Classroom observations with the ITERS-R this year resulted in an average score of 5.5. Scores of 5 or above on this measure are generally considered to be indicative of

			<p>appropriate environments.</p>	<p>good quality.</p> <ul style="list-style-type: none"> • Average scores for the classrooms observed with the ECERS this year were slightly less than 6. Scores of 5 and above are generally regarded as indicative of good quality. • The Natural Environments Project Community is focused on increasing exposure and connecting children, families, staff, and community members with natural environments to increase physical and outdoor activity, "green" practices, and foster a sense of adventure, accomplishment, and natural curiosity. The group's goal is to provide stimulating places for play, learning, environmental education, on-going teacher/staff training, health and wellness, and provide parent's information and opportunities to engage with their children. This interdisciplinary group applied for and received a \$5,000 Head Start Body Start grant to enhance the natural environment in our Early Head Start outdoor play spaces.
<p>Plan and implement curriculum to support age appropriate proficiency in</p> <ul style="list-style-type: none"> • Language, literacy, and communication • Problem solving • Social and Emotional • Physical (small/large motor) • STEAM – Science, technology, engineering, arts, mathematics • English language acquisition. 	<ul style="list-style-type: none"> • 100% of children demonstrate developmentally appropriate gains in each developmental domain (curriculum). • 100% of dual language learners show progress in receptive and expressive English language skills and engagement in English literacy activities (curriculum). 	<ul style="list-style-type: none"> • Birth-3 Screenings & Assessments <ul style="list-style-type: none"> ○ Learning Through Relating (LTR) ○ Ages and Stages Questionnaire (ASQ) ○ The Ounce Scale ○ DECA IT ○ Early Communication Indicator ○ Bayley • 3-5 Screenings & Assessments <ul style="list-style-type: none"> ○ Teaching Strategies GOLD ○ ESI ○ PPVT ○ PALS ○ Bracken ○ DECA ○ Lesson plan 	<ul style="list-style-type: none"> • Clayton Educare convened a conference for classroom staff and coaches on the Project Approach conducted by Judy Helm. • A workgroup of staff from the Clayton Institute and Educare completed the first version of the Clayton Language Policy. • The Clayton Institute is collaborating with Educare in implementing practices to enhance outcomes for all children in STEAM- science, technology, engineering, the 	<ul style="list-style-type: none"> • Mean scores for toddlers assessed with the Bayley during the 2010-11 school year fell solidly within the average range for all subscales. Mean scores for both receptive and expressive language were slightly above the national average of 10 and the mean score for the cognitive domain was just slightly below the national average. • The mean score for Educare infants and toddlers slightly exceeded the average of 100 at both data collection points. Data analysis suggests that children enrolled in Educare are, on average, developing at an average rate. • Parents and teachers tended to rate the social/emotional development of infants and toddlers on the DECA and DECA I/T positively and similarly. There was some evidence that toddlers made gains in Protective Factors over the course of the school year.



		<p>review</p>	<p>arts and mathematics.</p> <ul style="list-style-type: none"> • Clayton Educare in collaboration with the Clayton Institute has updated a model for coaching that enhances peer coaching and leadership development for classroom staff. • At the monthly Strategic Planning & Instructional Leadership meeting, Clayton Institute and Educare staff review and analyze program data and strategically plan for program improvement. 	<ul style="list-style-type: none"> • About 78% of children met or exceeded the cutoff of 85 in at least one language in the area of receptive vocabulary. In the general population, one would expect 84% of children to exceed this cutoff. When a cutoff of 100 was used, 44% of children met or exceeded this benchmark for receptive vocabulary. In the general population, one would expect 50% of children to exceed this cutoff. These proportions did not differ by child age (kindergarten-bound vs. younger children). • On average, children who had been enrolled in the center-based option left the program with vocabulary and school-readiness scores in the low-average range compared to their same-age peers. These scores differed by children's primary language. Children whose primary language was English left with average English receptive vocabulary scores that were closer to national norms than children with other primary languages. Children's phonological awareness skills were, on average, near or slightly below benchmarks for the spring of the pre-kindergarten year. • On average, Spanish-speaking kindergarten-bound children from the HIPPO program left the program in the spring with average scores near national averages for written Spanish and slightly below the average range for oral Spanish skills. • Fall PPVT-4 scores were examined for children in the full- and part-day classrooms. After controlling for race/ethnicity, primary language, single parent status, and primary caregiver/parent education, there was not a significant difference in PPVT-4 scores for Full-Day and Part-Day classrooms. • Overall, children assessed on the PPVT demonstrated an average increase of 4 standard score points. Since this assessment is adjusted for age,
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				<p>this represents an increase above and beyond what would be expected simply by children growing older. The rate of change differed significantly by primary language. Children whose primary language was not English made large increases, on average, over the course of the school year. In contrast, children whose primary language was English made more modest gains. Change over time did not differ by length of the preschool day.</p> <ul style="list-style-type: none"> • Developing Spanish-English bilingual children in Center-Based preschool classrooms completed the Spanish version of the Preschool Language Scales (PLS-4). Developing Spanish-English bilingual children tended to start the year with stronger receptive than expressive language skills. However, those who were enrolled for the entire school year made great gains in their expressive skills over the course of the year. They ended the year, on average, with expressive skills that were as strong as their receptive skills. At the end of the year, a greater proportion of children than would be expected in the general population demonstrated typical or strong language skills. On average, children's receptive language skills, as measured by the Auditory Comprehension subscale, was right at the national average of 100. Their Expressive Communication scores were, on average, slightly below the national average (mean=97). • Parents of center-based preschoolers identified Protective Factors as an area of strength for more children than would be expected in both the fall and spring. Parent and teacher ratings of Behavioral Concerns differed markedly, with parents tending to rate children more negatively than teachers did. For children rated in both the fall and the spring, parents tended to rate children
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				<p>more positively over time on the Protective Factors scale. Children in full-day and part-day classrooms were similar in their scores over time.</p> <ul style="list-style-type: none"> • Parents of children in the HIPPY Home-Based program reported larger than expected proportions of children in the concern range on both Protective Factors and Behavioral Concerns. Parents' ratings did not change substantially over the course of the program year. • Preschool-aged children in the Center-Based option who were old enough to start kindergarten in the 2010-2011 school year were administered three assessments in total: PPVT-4 as well as two assessments administered only to kindergarten-bound children, the Bracken School Readiness Assessment (BSRA) and the Phonological Awareness Literacy Screening, Pre-Kindergarten version (PALS-PreK). Children tended to leave Educare with scores in the low average range on measures of receptive vocabulary and school readiness. Children who speak English primarily tended to have stronger scores in our measure of English receptive vocabulary than those whose primary language is Spanish or another language.
<p>Ensure appropriate teacher/child interactions through use of the CLASS domains of:</p> <ul style="list-style-type: none"> • Emotional Support • Classroom Organization • Instructional Support. 	<ul style="list-style-type: none"> • Maintain scores that exceed the national average in the domain of Emotional Support. • Maintain scores that exceed the national average in the domain of Classroom Organization. • Reach a four in all dimensions of Instructional Support. 	<ul style="list-style-type: none"> • CLASS results • PITC PARS results 	<ul style="list-style-type: none"> • The Clayton Institute partners with Clayton Educare in training and coaching teachers, and evaluating classrooms using the CLASS to improve their performance on all CLASS domains. 	<ul style="list-style-type: none"> • Compared to national studies using the CLASS, the scores for preschool classrooms at Clayton Educare were strong. Based on results from observations last year, we identified the areas of Classroom Organization and Instructional Support as areas for growth. This year we saw a marked improvement in Classroom Organization scores, while Instructional Support scores stayed constant, on average. • Nine preschool classrooms were also observed with the CLASS. On average, scores for Emotional Support were high. The authors of the CLASS report scores in the

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				<p>range of 5-5.5 for this scale in national studies. The average CLASS score for Educare preschool classrooms this year was over a point higher than the national studies and about a half of a point higher than what was observed in Educare classrooms last year. On average, scores for Classroom Organization were high. In national studies of preschool classrooms, average scores for the items making up this scale tend to be in the 4-5.5 range. The average score for Educare exceeded that slightly. It is also noteworthy that the average score for classroom organization was nearly a full point higher than what was observed last year. Finally, for Instructional Support, the average score for Educare was approaching mid-range. In national studies, classrooms tend to score quite low on this domain, with scores in the 2-2.8 range. The average score for Educare is in line with those national studies.</p>
<p>Apply data to inform individual child education goals.</p>	<ul style="list-style-type: none"> • Children who speak a home language other than English have a current home language survey, are assessed 3 times each year on English Language Acquisition, and show progress in all areas of English language development. • 100% of enrolled children have a current Individual Child Curriculum Plan (ICCP). • ICCPs are tied to screenings and assessment. • Lesson Plans reflect ICCPs. 	<ul style="list-style-type: none"> • Lesson plan review • ICCP review • Clayton Educare Language Policy review • Birth-3 Screenings & Assessments: <ul style="list-style-type: none"> ○ LTR ○ ASQ ○ The Ounce Scale ○ DECA IT • 3-5 Screenings & Assessments: <ul style="list-style-type: none"> ○ Teaching Strategies GOLD ○ PPVT ○ PALS ○ Bracken ○ DECA 	<ul style="list-style-type: none"> • Clayton Educare 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. • The Clayton Institute along with Educare has developed a coaching system that includes regular review and analysis of classroom data to inform planning and practice. • Classroom teams develop child portfolios for each child that are used to assess 	<ul style="list-style-type: none"> • Infants and toddlers scores on cognitive and language assessments were near national averages. Parents and teachers tended to rate the social/emotional development of infants and toddlers positively and similarly. There was evidence that toddlers made gains in Protective Factors over the course of the school year. • Preschool-aged children in the center-based option started this school year with rather low English receptive vocabulary scores, on average, particularly for children for whom English was not their primary language. However, children made tremendous gains in their receptive vocabulary scores over time on average, far exceeding what would be expected simply by maturation. Spanish speaking preschoolers in the center-based option tended to maintain or grow in their Spanish skills over time, on average.



			<p>children's development and share results with parents to inform mutual goal setting.</p> <ul style="list-style-type: none"> Clayton Educare has a prescribed data cycle that places data analysis and application into the ongoing schedule and routine of the program. 	<ul style="list-style-type: none"> English-speaking children enrolled in HIPYP tended to start and end the year with language skills that were similar to national averages. Spanish-speaking children enrolled in HIPYP tended to start the year with stronger written Spanish skills than oral Spanish language skills. Children tended to end the school year with written Spanish skills that exceeded the national average. Spanish speaking home-based preschoolers tended to demonstrate stronger written language skills than oral language skills. Children made increases in three out of four areas over the course of the year. By the end of the year, the majority of children scored in the average range or above on assessments of written language. Even with significant increases in Picture Vocabulary over the course of the year, by the spring, children still demonstrated typical or advanced vocabulary skills at rates lower than what one would expect to see in the general population.
<p>Provide the prescribed interventions to all children identified with special needs defined by their IFSP/IEPs.</p>	<ul style="list-style-type: none"> 100% of enrolled children receive a developmental, social-emotional, vision, and hearing screening within 45 days. 100% of children identified in screening as needing a referral are referred for further testing and observation. 100% of children who qualify for an IFSP or IEP are staffed within 45 days of referral. ICCPs reflect IFSP or IEP goals. Lesson plans reflect ICCPs/IFSPs/IEPs. 	<ul style="list-style-type: none"> Birth-3 ASQ/Denver II and 3-5 ESI results Birth-3 DECA IT and 3-5 DECA results Vision and Hearing Screening Report IFSP/IEP in process tracking review Review disability tracking Review collaborative lesson plans for service delivery 	<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. The meeting also provides training and support for teachers in how to plan for and meet IEP goals in the classroom. An Early Intervention Tool Kit was developed to support families, whose native language is not English, through 	<ul style="list-style-type: none"> All classrooms conducted monthly interdisciplinary early intervention meetings. These meetings provided a forum for discussing and developing strategies to support and monitor individual children/families with special needs, and reduced staff discomfort about working through difficult subjects and family circumstances. A community of practice group met quarterly to review and improve services to children with IFSP's/IEP's. Participating in this learning group were diverse staff from Clayton Educare, Sewall Child Development Center, Denver Health & Hospitals, Denver Options, private consultants, and Denver's Great Kids Head Start. In quarterly Child/Family Reviews, parents and interdisciplinary teams



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			<p>the process of referral and identification.</p> <ul style="list-style-type: none"> • Quarterly Early Intervention (EI) meetings with Educare management staff and service providers ensure EI services are seamless, comprehensive and address identified needs. • Quarterly Child Family Reviews offer staff and specialists the opportunity to review family and child goals, assess progress, and identify needs and supports. 	<p>collaborated to create plans and strategies around individualized family goals.</p>
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Goal 4: EFFECTIVE WORKFORCE - To develop an effective early childhood workforce by building staff qualifications.

Clayton Goal:	Clayton Educare staff will demonstrate the skills, knowledge and dispositions to deliver high quality culturally competent, integrated services.			
Benefits:	<ul style="list-style-type: none"> • Staff are trained and appropriately qualified for their position. • Organizational culture embraces and implements current research and best practices for children and families. • Services to families are integrated across service areas. • Staff use current technology tools and resources to enhance workflow efficiency. • Staff engage in ongoing opportunities for learning and professional growth with an on-going focus on providing and enhancing culturally responsive practice. • Staff demonstrate through their performance and proficiency, the knowledge and skill enhancement gained through training/professional development. • Staff implement the continuous improvement model to reflect on data and reach program goals and outcomes. • Staff demonstrate understanding of research findings relative to culturally inclusive practice and exhibit cultural competence as they respond to the current needs of children, families, and the community. 			
Objectives	Outcomes	Measures	Innovative Methods	Progress
Provide ongoing and quality training opportunities for staff in all service areas.	<ul style="list-style-type: none"> • 100% of all program staff are trained in relevant service domains with a focus on child and family development; language and literacy, curriculum and planning; intervention 	<ul style="list-style-type: none"> • Review NAEYC Portfolios • COPA data sets • Training calendar tracking • Program activity tracking • Review Professional Development Plans (PDPs) • Wellness Program attendance • New Employee Training Plan 	<ul style="list-style-type: none"> • Collaboration between the University of Denver, The Temple Hoyne Buell Foundation, and Clayton Early Learning provides a one-of-a-kind opportunity for ECE professionals to participate in an 	<ul style="list-style-type: none"> • As a nationally designated Center of Excellence in Early Childhood, coaching activities are a central focus. To deepen teacher reflection on their practice, Clayton Educare restructured the organization to allow mentor coaches to spend 75% of their time with their classroom teams. With this coaching support, multiple classrooms are now being identified to demonstrate promising new practices and disseminate their key learnings.



	<p>strategies; health and mental health issues.</p> <ul style="list-style-type: none"> • 100% of all management staff participate in coaching/reflective supervision/leadership training. • 100% of all program staff participate in activities designed to expand their cultural competence. • 100% of staff will be offered support and education in maintaining a healthy lifestyle at work and at home. • Core competencies that align with expectations for child & family outcomes will be developed to inform professional development plans. 	<p>documentation</p> <ul style="list-style-type: none"> • School transcripts, credentials, certificates, and degrees • HR Online or SOLAR system implementation • Educare Implementation Checklist • Staff Portfolios documenting professional growth 	<p>in-depth Early Childhood Leadership program, providing graduate level credit and tuition at no charge.</p> <ul style="list-style-type: none"> • 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 Continuous Improvement Model to use data to inform decision making at all levels. • 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. • Professional development is a work culture priority with 2 weeks of pre-service training and 2 monthly training days provided. • Clayton Educare collaborates with HIPPI USA and the Colorado Parent and Child Foundation for training and technical assistance for home-based staff. 	<ul style="list-style-type: none"> • Clayton Educare, in collaboration with the University of Colorado and the National Center for Quality Teaching and Learning, began field testing a tool to support coaches and teachers in planning and reflecting on coaching activities. Technology solutions are used to capture video to support these reflections. Participating teachers gain a product that is both relevant and useful. • The Emergency Preparedness Manual was revised and intensified. Staff were trained on its contents with drills conducted throughout the year. • Articulation of core job competencies began, starting with the classroom teaching teams, CFEs and Mentor Coaches, and working outward to management and administrative supports. • To build Clayton's professional learning community, staff project communities have been formed and protected time set aside for 1.5 hours, 2x per month for workgroups to meet. Groups include Post-Secondary Education for Parents, Fatherhood, Data Dialogue and Analysis, Conversational Spanish, Cultural Competency, Wellness, Natural Environments, Technology, Family Literacy, Sunshine Committee, Touchpoints, Parent Engagement, and Child Transitions. All workgroups use literature and research to inform their work. Workgroups are now called Project Communities and the work of these groups is centered on conducting action research and implementation related to the core topic area. • Clayton Early Learning has presented promising practices at local, state, regional and national conferences during the first year of implementation of these Project Communities. • Clayton Educare classrooms were invited to participate in a series of videos (developed through the University of
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Clayton Educare
Grant Goals and Progress FY 2010 - 11



			<ul style="list-style-type: none"> CFEs enhance their professional tool box by attending monthly Lunch and Learn trainings and reflective practice groups. 	<p>Virginia Center for the Advancement of Teaching and Learning) designed to highlight effective practices. These video exemplars will be used nationally for a variety of professional development efforts, including online coursework.</p>
<p>Equip staff to pursue professional development and individual education goals as detailed in their PDPs.</p>	<ul style="list-style-type: none"> 100% of all program staff have an education plan that incorporates training needs, formal education goals, and timelines for achievement. 100% of teachers meet the credential requirements outlined in the Head Start Act; teachers will continue to pursue their higher education through a Bachelor's degree. For those CFEs without a Bachelor's degree, 100% have an education plan with a timeline to meet this objective. 100% of staff are trained on the use of professional development plans and core competencies. Through reflective supervision, 100% of staff receive guidance on strategies to achieve goals. 	<ul style="list-style-type: none"> PDP review School transcripts, credentials, certificates, and degrees 	<ul style="list-style-type: none"> Clayton Early Learning, through a partnership with the University of Northern Colorado, provides a fast track BA program for 11 staff that includes coaching support. Support for teachers to meet their professional goals includes onsite advising, tuition and book reimbursement, laptops, and substitutes to attend classes. Staff participate in reflective supervision as a means to step back and think about their work with children, families and staff, identify personal barriers impacting their effectiveness, and implement plans to improve their performance. 	<ul style="list-style-type: none"> 23 Clayton Educare staff took classes toward an AA degree, 19 toward a BA, 9 toward a MA, 1 toward a PhD and 5 toward certifications and credentials. Clayton Early Learning continued to support the professional development of infant and toddler teachers and home-based educators through a system of curricular planning and interactions called Learning through Relating (LTR). Developed by Clayton Early Learning and its partners, the LTR is theoretically based in neuroscience, attachment theory, and the developmental models of Piaget and Vygotsky. The tool supports teachers in adapting any activity to any child's developmental level through observation and authentic assessment.



Clayton Educare
Grant Goals and Progress FY 2010 - 11

<p>Incorporate technology and data use into all program areas and operations.</p>	<ul style="list-style-type: none"> • 100% of 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>. • 100% of staff know 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. • 100% of staff use technology tools and resources to disseminate effective early childhood practices; selected staff participate in the production of a DVD series that builds a base of evidence for the program's design. • 100% of supervisory staff and other selected staff 	<ul style="list-style-type: none"> • COPA data sets • Training tracking • 5 year tracking cards 	<ul style="list-style-type: none"> • Staff train their peers on the use of SMART technology through a training model called the 21st Century Classroom Fellows; SMART technology is integrated into lesson plans. • Automated attendance and billing systems improve efficiencies in systems and tracking. • The Clayton Educare intranet provides easy access to reports and workspaces and facilitates communication and information sharing across teams, on and off site. • 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>. • Technology tools including PDAs; web- supported databases such as DECA, COPA, GOLD, School Chapters; and hardware such as HP Minis with Verizon connectivity improve productivity, data analysis and 	<ul style="list-style-type: none"> • Clayton Educare staff continued to support one another in technology learning including but not limited to formal training during pre-service. • Clayton Educare implemented a new technology support model to further integrate services and expand the knowledge base of staff • Four touchscreen computers were deployed in the wings of the building. Parents sign their children in and out using these devices. • Staff began to use the My Sites feature of the intranet. My Sites is a personal workspace for each staff member. • Clayton Educare staff began accessing the intranet externally with ease through the SharePoint. This tool enables field users to stay connected to the office. • Education Mentor Coaches began engaging in an observation pilot with the National Center for Quality Teaching and Learning. This pilot will develop systems for observation using technology tools. • Clayton Educare worked with Denver Great Kids Head Start to develop a reporting system to gather delegate data for grantee analysis.
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Clayton Educare
Grant Goals and Progress FY 2010 - 11



	are trained in and use SMART Technologies. <ul style="list-style-type: none"> 100% of staff engage in reflective practice through being observed, reviewing and analyzing relevant data, and participating in reflective supervision discussions. 		documentation. <ul style="list-style-type: none"> All staff participate in reflective supervision. 	
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Goal 5: FISCAL INTEGRATION – To integrate fiscal understanding and responsibility throughout all aspect of programmatic efforts

Clayton Goal:	Clayton Educare will demonstrate financial stewardship by adhering to sound accounting principles to ensure for a strong financial position, perpetuity in programming, and to continue to build public trust.			
Benefits:	<ul style="list-style-type: none"> The mission of Clayton Early Learning continues to be carried out. Full compliance with financial reporting and tax laws. Transparency, accuracy, and consistency in financial and budget reporting. Strong oversight of programs and activities and protection of assets. The financial foundation to capitalize on early learning opportunities. Eligibility to receive ongoing government funding. Increased public awareness and understanding of the program. 			
Objectives	Outcomes	Measures	Innovative Methods	Progress
Implement and maintain appropriate standards to steward resources.	<ul style="list-style-type: none"> 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 Directors. The annual audit results in an unqualified opinion indicating 	<ul style="list-style-type: none"> Monthly financial reports Minutes of Board, Audit Committee, and Policy Council meetings Fiscal Standard Operating Procedures Annual budget Bylaws Audit report 	Through its relationship with the Clayton Foundation (DBA Clayton Early Learning) Clayton Educare is able to leverage its impact on the Head Start community it serves in the following ways: <ul style="list-style-type: none"> Services are offered in a new building on Clayton's 20 acre campus designed in 2006 specifically to meet the needs of enrolled infants to pre-school children. The building was constructed by and is owned by Clayton Early Learning 	<ul style="list-style-type: none"> The Audit Committee and Board reviewed the Clayton Educare FY10-11 audited financials for the year ending June 30, 2011. The Early Head Start (EHS) and Head Start (HS) net assets decreased approximately \$300,000 from the prior year as a result of a decreases in revenue from Denver Preschool Program, Child Care Assistance Program payments and parent co-pay payments, as well as receiving no grant funding passed through from the Institute's Early Reading First grant which ended 9/30/10. A temporarily restricted balance of \$52,233 was released due to the completion of the Colorado Trust grant in 2011. A management letter was issued last year to address a discrepancy between the number of children counted for receipt of meals and the

Clayton Educare

Grant Goals and Progress FY 2010 - 11



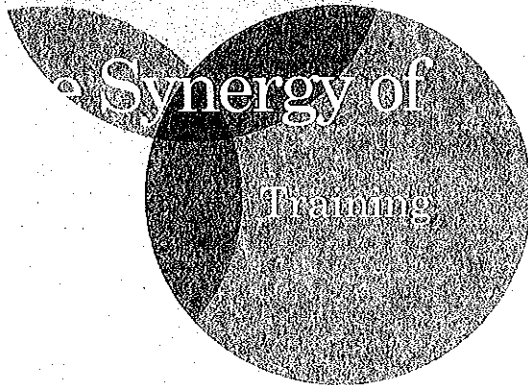
	<p>there are no reservations concerning the financial statements.</p>		<p>and provided rent-free to Clayton Educare.</p> <ul style="list-style-type: none"> • Clayton Early Learning maintenance staff provide grounds keeping services year round, snow removal and building maintenance at no charge to Clayton Educare as a component of the non-federal match • Clayton Early Learning Institute's professional development specialists and coaches help Clayton Educare raise their work with children to the highest professional level. The interaction between Institute and Educare staff is ongoing and leverages the proximity of the Institute's professional expertise to the Clayton Educare staff. 	<p>number of meals billed for reimbursement. This discrepancy has been properly addressed and there are no subsequent events to report this year.</p> <ul style="list-style-type: none"> • Clayton Educare received an unqualified opinion on the financial reports and a clean audit. The auditors commended Clayton management and the accounting staff for their excellent preparation for the audit. The Federal Form 990 was reviewed by the Board of Directors and filed on a timely basis.
<p>An efficient and effective recordkeeping system is maintained to provide accurate and timely information regarding enrolled children and families, and program staff.</p>	<ul style="list-style-type: none"> • 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, 	<ul style="list-style-type: none"> • COPA data sets • Contract reports • Federal accounting system reports • Standard Operating Procedures • Fiscal Standard Operating Procedures • Employee, Supervisor, and Parent Handbooks • Organization structure 	<ul style="list-style-type: none"> • Clayton Early Learning administration provides comprehensive services to staff, management and governing boards of Clayton Educare by providing accounting, payroll and fiscal reporting services; the full range of human resources 	<ul style="list-style-type: none"> • Fiscal policies were revised as needed and reviewed during the self-assessment process. • Fiscal systems were reviewed during the annual self-assessment.

Clayton Educare

Grant Goals and Progress FY 2010 - 11



	<ul style="list-style-type: none"> families, and staff. Human resource policies and procedures support the accomplishment of program objectives/ outcomes and clearly delineate lines of supervision. 		<p>services including recruitment, hiring and benefits; and oversight by the President/CEO and Vice President for Clayton Educare. All administrative and managerial services are at no charge to the program and comprise a portion of the non-federal match.</p>	
<p>Prioritize spending and generate revenues.</p>	<ul style="list-style-type: none"> Spending reflects responsiveness to annual self-assessment recommendations. Federal reviews result in no areas of non-compliance. Program maintains 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. 	<ul style="list-style-type: none"> Annual budget Financial statements Self-Assessment action plans NAEYC Accreditation Qualistar Rating Annual Evaluation Report Minutes of Board, Audit Committee, Policy Council, management and staff meetings 	<ul style="list-style-type: none"> By harnessing the financial strength of Clayton Early Learning, Clayton Educare is able to focus its federal and other funding streams directly on the Early Head Start and Head Start programs and reduce overhead and keep non-program budget costs to a minimum. 	<ul style="list-style-type: none"> An annual risk assessment meeting with the Regional Office was not required. Billing processes were re-directed from the program to the Fiscal department in conjunction with the organizational structure change.



Quality early education changes lives. At Clayton Early Learning, we see living proof of this each day as we work to better prepare young children for success in school and life. Well-documented research on human brain development shows that the prenatal-to-5 period offers the highest potential for development, as well as the highest risks. We succeed in closing learning gaps by working in partnership with parents to develop, measure and support school readiness goals.

2012 School Readiness Goals:

Social and Emotional Development

Children will demonstrate growth in sense of self and meaningful social-emotional relationships with adults and peers supported by their families' knowledge of their child's social and emotional needs.

Approaches to Learning

Children will grow in their exploration and expression of individual talents through persistence, curiosity and enjoyment of learning with peers supported by their families' active engagement with learning opportunities in the home, school and community.

Physical Development and Health

Children will grow in their understanding of health and wellness habits and increased physical development along an individual continuum supported by families' health and wellness knowledge and practices.

Language and Literacy

Children will demonstrate developmentally and culturally appropriate growth in early language and literacy skills supported by their families' engagement in evidence-based practices.

Cognitive and General Knowledge

Children will demonstrate growth in higher level thinking skills as they apply them to their developing knowledge of STEM (Science, Technology, Engineering and Math) and their social world supported by their families' engagement with learning opportunities in home and in school.



CLAYTON EDUCARE
 Head Start Site Locations
 FY 2012-13

SITE	OPTION	CLASSROOMS
Clayton Educare School 3751 Martin Luther King Blvd. Denver, CO 80205	Center-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
Early Success Academy 4870 Chambers Road Denver, CO 80239	Center-based	Part-day
Sewall Child Development Center 1360 Vine St. Denver, CO 80206	Center-based	Part-day



**CLAYTON EDUCARE
Calendar of Times and Days of Operations
FY 2012-13**

Site	Option	Days/Visits	Start Date
Clayton Educare 3751 Martin Luther King Blvd. Denver, CO 80205	Center-based FD	160	09/04/2012
	Center-based PD	128	09/04/2012
	Home-based	32	09/17/2012
Hours of Operation:	8:00 am - 6:00 pm		
Full-day	8:00 am - 2:30 pm		
Part-day am	8:00 am - 11:30 pm		
Part-day pm	12:30 pm - 4:00 pm		
Early Success Academy 4870 Chambers Road Denver, CO 80239	Center-based PD 3.5 hours per day	128	09/04/2012
Sewall Child Development Center 1360 Vine St. Denver, CO 80206	Center-based PD 3.5 hours per day	128	09/04/2012

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 001 Agency Name: Clayton Educare State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 06/30/2013
 Program Type: Head Start Application Type: Basic

Funding Category	Key Features Total	Line Item Budget Total
Cost for Program Operations:	\$1,244,859	\$1,244,859
Cost for Training and Technical Assistance:	\$5,845	\$5,845
Non-federal Share (Cash and in-kind):	\$312,676	\$312,676
Total:	\$1,563,380	\$1,563,380
FEDERAL FUNDING		
1. Federal Child Development and Child Care Funds		\$0
2. USDA Funds for Nutrition Services		\$37,150
3. Other Federal Funding	(ERATE) \$20,000
STATE FUNDING		
4. State Preschool Programs		\$299,970
5. Other State Funding	() \$0
LOCAL FUNDING		
6. School District Funding		\$0
7. Other Local Government Funding	(Denver Preschool Program) \$173,880
OTHER FUNDING		
8. Tribal Government Funding		\$0
9. Fundraising Activities		\$94,999
10. Other	() \$0
Total:		\$625,999

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 001 Agency Name: Clayton Educare State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 06/30/2013
 Program Type: Head Start Application Type: Basic

Center-based (CB): 164	Combination Program (CO): 0	Family Child Care (FCC): 0	Pregnant Women (PW): 0
Home-based (HB): 72	Locally Designed Program (LD): 0	Total Child Enrollment: 236	Total Funded Enrollment: 236

Program Option	2. Funded child enrollment	3a. Number of classes/groups/family child care settings	3b. Double session?	4. Number of hours of classes/groups/FCC settings per child, per day	5. Number of days of classes/groups/FCC settings per child, per week	6. Number of days of classes/groups/FCC settings per child, per year	7. Number of home visits per child, per year	8. Number of hours per home visit (HB only)	9. Number of home visits per child, per year (HB only)	10. Number of hours per home visit (HB only)	11. Number of home-based socialization experiences per year (HB only)	12. Number of home-based socialization experiences per year (HB only)
Center-based	48	3	No	6.5	4	160	2	1.5	0	0	0	0
Center-based	80	5	No	3.5	4	128	2	1.5	0	0	0	0
Home-based	72	0	No	0	0	0	0	0	32	1.5	2	16
Center-based	16	1	No	3.5	4	128	2	1.5	0	0	0	0
Center-based	20	2	No	3.5	4	128	2	1.5	0	0	0	0

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 001 Agency Name: Clayton Educare State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 06/30/2013
 Program Type: Head Start Application Type: Basic

Budget Category	PO	ITA	NFS
Personnel	\$677,839	\$0	\$172,718
Fringe Benefits	\$176,239	\$0	\$0
Travel	\$9,000	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies	\$60,888	\$0	\$0
Contractual	\$173,500	\$0	\$0
Construction	\$0	\$0	\$0
Other	\$147,393	\$5,845	\$139,958
Total Direct Costs	\$1,244,859	\$5,845	\$312,676
Indirect Costs	\$0	\$0	\$0
SUMMARY OF BUDGET CATEGORIES TOTAL	\$1,244,859	\$5,845	\$312,676

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 001
 Program Type: Head Start

Agency Name: Clayton Educare
 Application Type: Basic

State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 06/30/2013

PERSONNEL: Child Health and Developmental Services Personnel

Line Item Description	PO Total	PO \$/Child	FICA Total	FICA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
1 Program Managers and Content Area Experts	\$54,739	\$231.94	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	4.00
2 Teachers / Infant Toddler Teachers	\$277,291	\$1,174.96	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	19.00
4 Home Visitors	\$92,364	\$391.37	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	7.00
6 Health / Mental Health Services Personnel	\$15,050	\$63.77	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	2.00
7 Disabilities Services Personnel	\$22,990	\$97.42	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	2.00
8 Nutrition Services Personnel	\$20,773	\$88.02	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	3.00
PERSONNEL: Child Health and Developmental Services Personnel Sub-Total	\$483,207	\$2,047.49	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	37.00

PERSONNEL: Family and Community Partnerships Personnel

Line Item Description	PO Total	PO \$/Child	FICA Total	FICA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
10 Program Managers and Content Area Experts	\$11,944	\$50.61	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	1.00
11 Family Centered Services Staff	\$133,612	\$566.15	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	11.00
PERSONNEL: Family and Community Partnerships Personnel Sub-Total	\$145,556	\$616.76	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	12.00

PERSONNEL: Program Design and Management Personnel

Line Item Description	PO Total	PO \$/Child	FICA Total	FICA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
12 Executive Director / Other Supervisor of HS Director	\$0	\$0.00	\$0	\$0.00	\$66,530	\$366.65	\$64,898	\$274.99	1.00
13 Head Start / Early Head Start Director	\$16,359	\$69.32	\$0	\$0.00	\$0	\$0.00	\$4,090	\$17.33	1.00
14 IS & Operations Team Leader	\$12,983	\$55.01	\$0	\$0.00	\$0	\$0.00	\$1,947	\$8.25	1.00
15 Staff Development	\$0	\$0.00	\$0	\$0.00	\$45,653	\$193.44	\$2,283	\$9.67	2.00
17 Fiscal Personnel	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	0.00
PERSONNEL: Program Design and Management Personnel Sub-Total	\$29,342	\$124.33	\$0	\$0.00	\$132,183	\$560.10	\$73,217	\$310.24	5.00

PERSONNEL: Other Personnel

Line Item Description	PO Total	PO \$/Child	FICA Total	FICA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
19 Maintenance Personnel	\$11,425	\$48.41	\$0	\$0.00	\$40,535	\$171.76	\$2,598	\$11.01	5.00
20 Transportation Personnel	\$8,309	\$35.21	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	1.00
PERSONNEL: Other Personnel Sub-Total	\$19,734	\$83.62	\$0	\$0.00	\$40,535	\$171.76	\$2,598	\$11.01	6.00
PERSONNEL TOTAL	\$677,839	\$2,872.20	\$0	\$0.00	\$172,718	\$731.86	\$75,815	\$321.25	60.00

FRINGE BENEFITS

Line Item Description	PO Total	PO \$/Child	FICA Total	FICA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
1 Social Security (FICA), State Disability, Unemployment	\$51,855	\$219.72	\$0	\$0.00	\$0	\$0.00	\$4,620	\$19.58	0.00

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 001
 Program Type: Head Start

Agency Name: Clayton Educare
 Application Type: Basic

State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 06/30/2013

Line/Item Description	PO Total	PO \$/Child	FIA Total	FIA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
(FUTA), Worker's Compensation, State Unemployment Insurance (SUI)									
2 Health / Dental / Life Insurance	\$111,674	\$473.19	\$0	\$0.00	\$0	\$0.00	\$9,950	\$42.16	0.00
3 Retirement	\$12,710	\$53.86	\$0	\$0.00	\$0	\$0.00	\$1,132	\$4.80	0.00
FRINGE BENEFITS TOTAL	\$176,239	\$746.78	\$0	\$0.00	\$0	\$0.00	\$15,703	\$66.54	0.00

TRAVEL

Line/Item Description	PO Total	PO \$/Child	FIA Total	FIA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
1 Staff Out-Of-Town Travel	\$9,000	\$38.14	\$0	\$0.00	\$0	\$0.00	\$450	\$1.91	0.00
TRAVEL TOTAL	\$9,000	\$38.14	\$0	\$0.00	\$0	\$0.00	\$450	\$1.91	0.00

SUPPLIES

Line/Item Description	PO Total	PO \$/Child	FIA Total	FIA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
1 Office Supplies	\$12,688	\$53.76	\$0	\$0.00	\$0	\$0.00	\$3,172	\$13.44	0.00
2 Child and Family Services Supplies	\$27,350	\$115.89	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	0.00
3 Food Services Supplies	\$3,350	\$14.19	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	0.00
4 Janitorial/Maintenance	\$17,500	\$74.15	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	0.00
SUPPLIES TOTAL	\$60,888	\$258.00	\$0	\$0.00	\$0	\$0.00	\$3,172	\$13.44	0.00

CONTRACTUAL

Line/Item Description	PO Total	PO \$/Child	FIA Total	FIA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
1 Administrative Services (e.g., Legal, Accounting)	\$10,000	\$42.37	\$0	\$0.00	\$0	\$0.00	\$10,000	\$42.37	0.00
2 Health / Disabilities Services	\$20,800	\$88.14	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	0.00
4 Child Transportation Services	\$1,600	\$6.78	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	0.00
6 Family Child Care	\$550	\$2.33	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	0.00
8 Janitorial/Security/Trash/Technology	\$140,550	\$595.55	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	0.00
CONTRACTUAL TOTAL	\$173,500	\$735.17	\$0	\$0.00	\$0	\$0.00	\$10,000	\$42.37	0.00

OTHER

Line/Item Description	PO Total	PO \$/Child	FIA Total	FIA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
1 Depreciation / Use Allowance	\$0	\$0.00	\$0	\$0.00	\$139,958	\$593.04	\$6,998	\$29.65	0.00
4 Utilities, Telephone	\$33,800	\$143.22	\$0	\$0.00	\$0	\$0.00	\$1,690	\$7.16	0.00
5 Building and Child Liability Insurance	\$8,200	\$34.75	\$0	\$0.00	\$0	\$0.00	\$410	\$1.74	0.00
6 Building Maintenance / Repair and Other Occupancy	\$18,700	\$79.24	\$0	\$0.00	\$0	\$0.00	\$935	\$3.96	0.00
8 Local Travel	\$6,500	\$27.54	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	0.00
10 Child Services Consultants	\$32,000	\$135.59	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	0.00
13 Parent Services	\$8,800	\$37.29	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	0.00
15 Publications / Advertising / Printing	\$1,500	\$6.36	\$0	\$0.00	\$0	\$0.00	\$150	\$0.64	0.00

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 001
 Program Type: Head Start

Agency Name: Clayton Educare
 Application Type: Basic

State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 06/30/2013

Line	Item Description	PO Total	PO \$/Child	FIA Total	TTA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
16	Training or Staff Development	\$2,000	\$8.47	\$5,845	\$24.77	\$0	\$0.00	\$0	\$0.00	0.00
17	Eqpt lease/Mtgs/Membership/Personnel Payroll/Postage	\$35,893	\$152.09	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	0.00
	OTHER TOTAL	\$147,393	\$624.55	\$5,845	\$24.77	\$139,958	\$593.04	\$10,183	\$43.15	0.00
DIRECT COSTS										
	DIRECT COSTS TOTAL	\$1,244,859	\$5,274.83	\$5,845	\$24.77	\$312,676	\$1,324.90	\$115,323	\$488.66	60.00

Exhibit B
 Page 6 of 26

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 001 Head Start
 Agency Name: Clayton Educare Basic
 Application Type: State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 06/30/2013

PERSONNEL: Child Health and Developmental Services Personnel

Line Item Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
1 Program Managers and Content Area Experts	\$0.00	\$13,684.75	\$13,684.75	\$13,684.75	\$0.00	\$13,684.75	\$0.00	\$0.00	\$0.00	\$54,739.00
2 Teachers / Infant Toddler Teachers	\$0.00	\$277,291.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$277,291.00
4 Home Visitors	\$0.00	\$46,182.00	\$0.00	\$0.00	\$46,182.00	\$0.00	\$0.00	\$0.00	\$0.00	\$92,364.00
6 Health / Mental Health Services Personnel	\$0.00	\$0.00	\$15,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,050.00
7 Disabilities Services Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,990.00	\$0.00	\$0.00	\$0.00	\$22,990.00
8 Nutrition Services Personnel	\$0.00	\$0.00	\$0.00	\$20,773.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,773.00
PERSONNEL: Child Health and Developmental Services Personnel Sub-Total	\$0.00	\$337,157.75	\$28,734.75	\$34,457.75	\$46,182.00	\$36,674.75	\$0.00	\$0.00	\$0.00	\$483,207.00

PERSONNEL: Family and Community Partnerships Personnel

Line Item Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
10 Program Managers and Content Area Experts	\$0.00	\$0.00	\$0.00	\$0.00	\$11,944.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,944.00
11 Family Centered Services Staff	\$0.00	\$0.00	\$0.00	\$0.00	\$133,612.00	\$0.00	\$0.00	\$0.00	\$0.00	\$133,612.00
PERSONNEL: Family and Community Partnerships Personnel Sub-Total	\$0.00	\$0.00	\$0.00	\$0.00	\$145,556.00	\$0.00	\$0.00	\$0.00	\$0.00	\$145,556.00

PERSONNEL: Program Design and Management Personnel

Line Item Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
Executive Director / Other Supervisor of HS Director	\$64,897.50	\$4,326.50	\$4,326.50	\$4,326.50	\$4,326.50	\$4,326.50	\$0.00	\$0.00	\$0.00	\$86,530.00
Head Start / Early Head Start Director	\$4,089.75	\$3,271.80	\$817.95	\$817.95	\$4,089.75	\$817.95	\$817.95	\$1,635.90	\$0.00	\$16,359.00
IS & Operations Team Leader	\$1,947.45	\$1,947.45	\$649.15	\$0.00	\$5,842.35	\$0.00	\$649.15	\$1,947.45	\$0.00	\$12,983.00
Staff Development	\$2,282.65	\$13,695.90	\$4,565.30	\$4,565.30	\$9,130.60	\$4,565.30	\$4,565.30	\$2,282.65	\$0.00	\$45,653.00
Fiscal Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PERSONNEL: Program Design and Management Personnel Sub-Total	\$73,217.35	\$23,241.65	\$10,358.90	\$9,709.75	\$23,389.20	\$9,709.75	\$6,032.40	\$5,866.00	\$0.00	\$161,525.00

PERSONNEL: Other Personnel

Line Item Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
Maintenance Personnel	\$2,598.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,362.00	\$0.00	\$51,960.00
Transportation Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,309.00	\$0.00	\$0.00	\$8,309.00
PERSONNEL: Other Personnel Sub-Total	\$2,598.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,309.00	\$49,362.00	\$0.00	\$60,269.00
PERSONNEL TOTAL	\$75,815.35	\$360,399.40	\$39,093.65	\$44,167.50	\$215,127.20	\$46,384.50	\$14,341.40	\$55,228.00	\$0.00	\$850,557.00

FRINGE BENEFITS

Line Item Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
Social Security (FICA), State Disability, Unemployment (FUTA), Worker's Compensation, State Unemployment Insurance (SUI)	\$4,620.28	\$21,970.96	\$2,385.33	\$2,691.27	\$13,114.13	\$2,826.10	\$876.35	\$3,365.39	\$0.00	\$51,849.81
Health / Dental / Life Insurance	\$9,950.15	\$47,316.27	\$5,137.00	\$5,795.88	\$28,242.35	\$6,086.23	\$1,887.29	\$7,247.64	\$0.00	\$111,662.83
Retirement	\$1,132.46	\$5,385.23	\$584.66	\$659.65	\$3,214.36	\$692.70	\$214.80	\$824.88	\$0.00	\$12,708.73
FRINGE BENEFITS TOTAL	\$15,702.89	\$74,672.46	\$8,106.99	\$9,146.80	\$44,570.84	\$9,605.03	\$2,978.44	\$11,437.91	\$0.00	\$176,221.38

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 001
 Program Type: Head Start

Agency Name: Clayton Educare
 Application Type: Basic

State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 06/30/2013

TRAVEL

Line Item Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
1 Staff Out-Of-Town Travel	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,550.00	\$0.00	\$0.00	\$9,000.00
TRAVEL TOTAL	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,550.00	\$0.00	\$0.00	\$9,000.00

SUPPLIES

Line Item Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
1 Office Supplies	\$3,172.00	\$2,537.60	\$1,268.80	\$1,268.80	\$1,268.80	\$1,268.80	\$1,268.80	\$634.40	\$0.00	\$12,688.00
2 Child and Family Services Supplies	\$0.00	\$27,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,350.00
3 Food Services Supplies	\$0.00	\$0.00	\$0.00	\$3,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,350.00
4 Janitorial/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,500.00	\$17,500.00
SUPPLIES TOTAL	\$3,172.00	\$29,887.60	\$1,268.80	\$4,618.80	\$1,268.80	\$1,268.80	\$1,268.80	\$634.40	\$17,500.00	\$60,888.00

CONTRACTUAL

Line Item Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
Administrative Services (e.g., Legal, Accounting)	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00
Health / Disabilities Services	\$0.00	\$0.00	\$10,400.00	\$0.00	\$0.00	\$10,400.00	\$0.00	\$0.00	\$0.00	\$20,800.00
Child Transportation Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,600.00	\$0.00	\$0.00	\$1,600.00
Family Child Care	\$0.00	\$275.00	\$0.00	\$0.00	\$275.00	\$0.00	\$0.00	\$0.00	\$0.00	\$550.00
Janitorial/Security/Trash/Technology	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140,550.00	\$140,550.00
CONTRACTUAL TOTAL	\$10,000.00	\$275.00	\$10,400.00	\$0.00	\$275.00	\$10,400.00	\$1,600.00	\$0.00	\$140,550.00	\$173,500.00

OTHER

Line Item Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
Depreciation / Use Allowance	\$6,997.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$132,960.10	\$0.00	\$139,958.00
Utilities, Telephone	\$1,690.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,110.00	\$0.00	\$33,800.00
Building and Child Liability Insurance	\$410.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,790.00	\$0.00	\$8,200.00
Building Maintenance / Repair and Other Occupancy	\$935.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,765.00	\$0.00	\$18,700.00
Local Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$6,500.00
Child Services Consultants	\$0.00	\$16,000.00	\$0.00	\$0.00	\$0.00	\$16,000.00	\$0.00	\$0.00	\$0.00	\$32,000.00
Parent Services	\$0.00	\$0.00	\$0.00	\$0.00	\$8,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,800.00
Publications / Advertising / Printing	\$150.00	\$750.00	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
Training or Staff Development	\$0.00	\$7,845.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,845.00
Expt lease/Mtgs/Membership/Personnel Payroll/Postage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,893.00	\$35,893.00
OTHER TOTAL	\$10,182.90	\$24,595.00	\$0.00	\$0.00	\$9,400.00	\$16,000.00	\$6,500.00	\$190,625.10	\$35,893.00	\$293,196.00

DIRECT COSTS

Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total	
DIRECT COSTS TOTAL	\$115,323.14	\$499,929.46	\$8,869.44	\$57,933.40	\$270,641.84	\$83,658.33	\$35,238.64	\$257,925.41	\$193,943.00	\$1,563,362.38

GABI - Detail Report

1. Administrative Costs:
The maximum allowable expenditure for administrative costs is 15% of the total budget. For a detailed break down, please review the last page of this report:
Total Admin Costs: \$115,323.14
Total Budget: \$1,563,380.00
Admin. as a % of Total Budget: 7.38%

2. Non-federal Share:
For most grantees, a minimum of 20% of the total budget must be non-federal share:
Total Non-federal Share: \$312,676.00
Total Budget: \$1,563,380.00
Non-federal Share as a % of Total Budget: 20.00%

3. Average Class Size:
Average class size for CB Program Schedules that involve double sessions should be between 13 and 20. Average class size for the CB and CO Program Schedules (including double sessions) should be between 15 and 20:
Center-Based Double Sessions: 0.00
Center-Based AND Combination Non-double Sessions: 14.50
All Center-Based AND Combination Sessions: 14.50

Cost Per Child and Hours of Service Per Child:
The following table shows information on costs and hours of service for this agency:
Overall Cost Per Child: \$6,624.49
Total Hours of Service Per Child: 458.22
Overall Cost Per Child Per Hour: \$14.46

5. Federal Personnel and Fringe Costs:
Federal Personnel Cost: \$677,839.00
Federal Fringe Cost: \$176,239.00
Total Federal Budget: \$1,250,704.00
Federal Personnel Cost as a % of Total Federal Budget: 54.20%
Federal Fringe Cost as a % of Total Federal Budget: 14.09%
Federal Personnel plus Fringe Cost as a % of Total Federal Budget: 68.29%
*In general, the combined costs of Personnel and Fringe should account for between 60% and 80% of the federal budget.

6. Fringe Rate:
If the fringe cost for an agency is less than 10% or more than 30% of personnel, there may be an inaccurate entry in Personnel:
Total Fringe Cost: \$176,239.00
Total Personnel Cost: \$850,557.00
Total Fringe Cost as % of Total Personnel Cost: 20.72%

7. Fringe Benefits:
The following shows if this agency pays for health / dental / life and/or retirement benefits:
Health / Dental / Life: Yes
Retirement: Yes

8. Child Travel:
Most agencies have child travel costs or less than \$3 per child per day. If the costs for this agency are higher than that, perhaps staff should check into alternative modes of transportation:
Child Travel Costs: \$26,238.64
Child Travel Cost Per Child Per Day: \$1.11

9. Out-of-Town Staff Travel:
Most agencies have out-of-town staff travel costs between \$60 and \$65 per child. If the costs for this agency are higher, check that they are justified:
Out-of-Town Staff Travel Cost: \$9,000.00
Out-of-Town Staff Travel Cost Per Child: \$38.14

10. Food and Nutrition:
Most agencies spend less than \$2.50 per child per day for food and nutrition costs in addition to USDA funds. If this agency spends more, check

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 001 Agency Name: Clayton Educare State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 06/30/2013
Program Type: Head Start Application Type: Basic

that the agency is making full use of USDA funds:
Food and Nutrition Cost (from Budget): \$57,933.10
Food and Nutrition Cost Per Child Per Day: \$2.45

11. Content Area Experts:

Agency has content area experts for the following functions:

Education: Yes
Health: Yes
Nutrition: Yes
Family and Community Partnerships: Yes
Disability Services: Yes

12. Case Loads:

The national average for Family Workers' case loads is 47. For Home Visitors, case loads are typically between 8 and 10:
Family and Community Partnership Staff Case Load: 14.17
Home Visitor Case Load: 10.29

13. USDA Funding:

USDA should pay for at least 80% of cooks, children's food, and food supply costs. For this agency:
USDA Funding and Food and Nutrition Cost: \$95,083.10
USDA Funding as a percentage of above: 39.07%

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 001 Agency Name: Clayton Educare State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 06/30/2013
 Program Type: Head Start Application Type: Basic

The following budget line items show administrative costs:

PERSONNEL: Program Design and Management Personnel

Description	Admin Costs	Number of Staff	Admin Costs (% Total Budget)
12 Executive Director / Other Supervisor of HS Director	\$64,897.50	1.00	4.15%
13 Head Start / Early Head Start Director	\$4,089.75	1.00	0.26%
14 IS & Operations Team Leader	\$1,947.45	1.00	0.12%
15 Staff Development	\$2,282.65	2.00	0.15%

PERSONNEL: Other Personnel

Description	Admin Costs	Number of Staff	Admin Costs (% Total Budget)
19 Maintenance Personnel	\$2,598.00	5.00	0.17%

FRINGE BENEFITS

Description	Admin Costs	Number of Staff	Admin Costs (% Total Budget)
1 Social Security (FICA), State Disability, Unemployment (FUTA), Worker's Compensation, State Unemployment Insurance (SUI)	\$4,620.28	0.00	0.30%
2 Health / Dental / Life Insurance	\$9,950.15	0.00	0.64%
3 Retirement	\$1,132.46	0.00	0.07%

TRAVEL

Description	Admin Costs	Number of Staff	Admin Costs (% Total Budget)
1 Staff Out-Of-Town Travel	\$450.00	0.00	0.03%

SUPPLIES

Description	Admin Costs	Number of Staff	Admin Costs (% Total Budget)
1 Office Supplies	\$3,172.00	0.00	0.20%

CONTRACTUAL

Description	Admin Costs	Number of Staff	Admin Costs (% Total Budget)
1 Administrative Services (e.g., Legal, Accounting)	\$10,000.00	0.00	0.64%

OTHER

Description	Admin Costs	Number of Staff	Admin Costs (% Total Budget)
1 Depreciation / Use Allowance	\$6,997.90	0.00	0.45%

Exhibit Page 18 of 26

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 001 Agency Name: Clayton Educare State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 06/30/2013
 Program Type: Head Start Application Type: Basic

The following budget line items show administrative costs:

	Description	Admin Costs	Number of Staff	Admin Costs (% Total Budget)
4	Utilities, Telephone	\$1,690.00	0.00	0.11%
5	Building and Child Liability Insurance	\$410.00	0.00	0.03%
6	Building Maintenance / Repair and Other Occupancy	\$935.00	0.00	0.06%
15	Publications / Advertising / Printing	\$150.00	0.00	0.01%

GABI - Grant Application Report

Grant / Delegate No: 08CH0119 / 001 Agency Name: Clayton Educare State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 06/30/2013
 Program Type: Head Start Application Type: Basic

Center-based (CB):	164	Combination Program (CO):	0	Family Child Care (FCC):	0	Pregnant Women (PW):	0
Home-based (HB):	72	Locally Designed Program (LD):	0	Total Child Enrollment:	236	Total Funded Enrollment:	236

Program Option	2 Funded child enrollment	3a Number of classes/groups/family child care settings	3b Double session?	4 Number of hours of classes/groups/FCC settings per child, per day	5 Number of days of classes/groups/FCC settings per child, per week	6 Number of days of classes/groups/FCC settings per child, per year	7 Number of home visits per child per year	8 Number of hours per home visit	9 Number of home visits per child per year (HB only)	10 Number of hours per home visit (HB only)	11 Number of hours per home-based socialization experience (HB only)	12 Number of home-based socialization experiences per year (HB only)
Center-based	48	3	No	6.5	4	160	2	1.5	0	0	0	0
Center-based	80	5	No	3.5	4	128	2	1.5	0	0	0	0
Home-based	72	0	No	0	0	0	0	0	32	1.5	2	16
Center-based	16	1	No	3.5	4	128	2	1.5	0	0	0	0
Center-based	20	2	No	3.5	4	128	2	1.5	0	0	0	0

GABI - Grant Application Report

Grant / Delegate No: 08CH0119 / 001 Agency Name: Clayton Educare State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 06/30/2013
 Program Type: Head Start Application Type: Basic

PERSONNEL: Child Health and Developmental Services Personnel

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
1 Program Managers and Content Area Experts	\$54,739	\$0	\$0	4.00
2 Teachers / Infant Toddler Teachers	\$277,291	\$0	\$0	19.00
4 Home Visitors	\$92,364	\$0	\$0	7.00
6 Health / Mental Health Services Personnel	\$15,050	\$0	\$0	2.00
7 Disabilities Services Personnel	\$22,990	\$0	\$0	2.00
8 Nutrition Services Personnel	\$20,773	\$0	\$0	3.00
PERSONNEL: Child Health and Developmental Services Personnel Sub-Total	\$483,207	\$0	\$0	37.00

PERSONNEL: Family and Community Partnerships Personnel

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
10 Program Managers and Content Area Experts	\$11,944	\$0	\$0	1.00
Family Centered Services Staff	\$133,612	\$0	\$0	11.00
PERSONNEL: Family and Community Partnerships Personnel Sub-Total	\$145,556	\$0	\$0	12.00

PERSONNEL: Program Design and Management Personnel

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
12 Executive Director / Other Supervisor of HS Director	\$0	\$0	\$86,530	1.00
13 Head Start / Early Head Start Director	\$16,359	\$0	\$0	1.00
14 IS & Operations Team Leader	\$12,983	\$0	\$0	1.00
15 Staff Development	\$0	\$0	\$45,653	2.00
17 Fiscal Personnel	\$0	\$0	\$0	0.00
PERSONNEL: Program Design and Management Personnel Sub-Total	\$29,342	\$0	\$132,183	5.00

PERSONNEL: Other Personnel

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
19 Maintenance Personnel	\$11,425	\$0	\$40,535	5.00
20 Transportation Personnel	\$8,309	\$0	\$0	1.00
PERSONNEL: Other Personnel Sub-Total	\$19,734	\$0	\$40,535	6.00
PERSONNEL Total	\$677,839	\$0	\$172,718	60.00

FRINGE BENEFITS

GABI - Grant Application Report

Grant / Delegate No: 08CH0119 / 001 Agency Name: Clayton Educare State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 06/30/2013
 Program Type: Head Start Application Type: Basic

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
1 Social Security (FICA), State Disability, Unemployment (FUTA), Worker's Compensation, State Unemployment Insurance (SUI)	\$51,855	\$0	\$0	0.00
2 Health / Dental / Life Insurance	\$111,674	\$0	\$0	0.00
3 Retirement	\$12,710	\$0	\$0	0.00
FRINGE BENEFITS Total	\$176,239	\$0	\$0	0.00

TRAVEL

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
1 Staff Out-Of-Town Travel	\$9,000	\$0	\$0	0.00
TRAVEL Total	\$9,000	\$0	\$0	0.00

SUPPLIES

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
1 Office Supplies	\$12,688	\$0	\$0	0.00
2 Child and Family Services Supplies	\$27,350	\$0	\$0	0.00
3 Food Services Supplies	\$3,350	\$0	\$0	0.00
4 Janitorial/Maintenance	\$17,500	\$0	\$0	0.00
SUPPLIES Total	\$60,888	\$0	\$0	0.00

CONTRACTUAL

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
1 Administrative Services (e.g., Legal, Accounting)	\$10,000	\$0	\$0	0.00
2 Health / Disabilities Services	\$20,800	\$0	\$0	0.00
4 Child Transportation Services	\$1,600	\$0	\$0	0.00
6 Family Child Care	\$550	\$0	\$0	0.00
8 Janitorial/Security/Trash/Technology	\$140,550	\$0	\$0	0.00
CONTRACTUAL Total	\$173,500	\$0	\$0	0.00

OTHER

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
1 Depreciation / Use Allowance	\$0	\$0	\$139,958	0.00
4 Utilities, Telephone	\$33,800	\$0	\$0	0.00
5 Building and Child Liability Insurance	\$8,200	\$0	\$0	0.00

GABI - Grant Application Report

Grant / Delegate No: 08CH0119 / 001 Agency Name: Clayton Educare State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 06/30/2013
 Program Type: Head Start Application Type: Basic

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
6 Building Maintenance / Repair and Other Occupancy	\$18,700	\$0	\$0	0.00
8 Local Travel	\$6,500	\$0	\$0	0.00
10 Child Services Consultants	\$32,000	\$0	\$0	0.00
13 Parent Services	\$8,800	\$0	\$0	0.00
15 Publications / Advertising / Printing	\$1,500	\$0	\$0	0.00
16 Training or Staff Development	\$2,000	\$5,845	\$0	0.00
17 Eqpt lease/Mtgs/Membership/Personnel Payroll/Postage	\$35,893	\$0	\$0	0.00
OTHER Total	\$147,393	\$5,845	\$139,958	0.00

DIRECT COSTS

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
DIRECT COSTS Total	\$1,244,859	\$5,845	\$312,676	60.00

GABI - Grant Application Report

Grant / Delegate No: 08CH0119 / 001 Agency Name: Clayton Educare State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 06/30/2013
 Program Type: Head Start Application Type: Basic

FEDERAL FUNDING		
1. Federal Child Development and Child Care Funds		\$0
2. USDA Funds for Nutrition Services		\$37,150
3. Other Federal Funding	(ERATE)	\$20,000
STATE FUNDING		
4. State Preschool Programs		\$299,970
5. Other State Funding	()	\$0
LOCAL FUNDING		
6. School District Funding		\$0
7. Other Local Government Funding	(Denver Preschool Program)	\$173,880
OTHER FUNDING		
8. Tribal Government Funding		\$0
9. Fundraising Activities		\$94,999
10. Other	()	\$0
Total:		\$625,999

GABI - Grant Application Report

Grant / Delegate No: 08CH0119 / 001 Agency Name: Clayton Educare State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 06/30/2013
 Program Type: Head Start Application Type: Basic

Document Type	Document Name
Additional Application Document	School Readiness - Goals.docx
Application and Budget Justification	FINAL HS Continuation App v 6.docx
Policy Council Statements	Policy Council Minutes 030812 (2).docx
Results of Self-Assessment and Improvement Plan	Self ASSESSMENT 11-12B Summary.docx
Additional Application Document	HS Budget Narrative FY 12-13 v2.docx
SF424: Application for Federal Assistance	HS GABI 424 032812.pdf
SF424A: Budget Information - Non-Construction Programs	HS GABI 424A 032812.pdf
SF424B: Assurances - Non-Construction Programs	HS GABI 424B 032812.pdf
Training and Technical Assistance Plan	Training Narrative 12-13.doc
Additional Document	Self Assessment Packet 2011-12.docx
Additional Application Document	B-5 Goal Accomplishment.docx
Employee Compensation Cap Compliance Assurance	STATEMENT OF COMPENSATION 2012.docx
Additional Document	HS GABI Audit Report 032912.pdf
Additional Document	Copy of Copy of Educare T and TA 2012.xlsx

Exhibit B
 Page 18 of 26

SUMMARY

Clayton Educare Head Start has been informed by Denver's Great Kids Head Start (DGKHS) that they intend to provide \$1,250,704 in PA-22 and \$5,845 in PA-20 funds for the 2012-13 grant year. This figure reflects reductions in PA-20 and PA-22 funding received from DGKHS in FY 2011-12. This budget includes only *three months of expansion funding* and services and 12 months of base grant funding. Clayton continues to utilize the same allocation methodology between federal funds and other funding sources for expense line items. Specifically, with the exception of depreciation provided through our non-federal share, non-personnel expenses will be paid for entirely by the federal grant, while personnel expenses will be prorated between federal and non-federal funding sources. Additionally, because federal funds are restricted and must be relinquished if unspent, Clayton draws down federal funds first.

As a member of the national Educare Learning Network (ELN) and with significant support from Denver's First Lady, the Lt. Governor, and the community to bring a Educare model program to Colorado, Clayton officially opened the doors to its newly constructed, 32,800 square foot state-of-the art, birth to five national Educare School in September 2007. The building is occupied 50% by the Early Head Start program and 50% by the Head Start Program and therefore, *occupancy costs of the building are divided equally between the two programs.*

The building, a core feature of the Educare model, serves as a Beacon of Hope to the community and a recognizable place for early learning sending a firm message that investing in early childhood is critical because children are learning from birth. With its continuing commitment to maintain seamless birth to five Early Head Start and Head Start programming, the organizational structure consists of unique birth to five neighborhoods - providing families with continuity in services that minimize transitions and maximize a sense of community. Mentor coaches and team leaders guide the work of each content area. Integration in services ensures for a holistic, interdisciplinary approach to working with children and families. With additional families served through community collaborations and the EHS perinatal program, a complete integrated community of caregivers has been developed to support quality and continuity in caregiving for children and families.

Through its designation in 2010 as a National Center of Excellence, the program is implementing an additional scope of work to build on its strengths through more deeply embedding a series of emerging evidence-based practices into its programming and by expanding the means to share these models with other Early Head Start, Head Start and early childhood education programs. These practices include

- A research-based coaching model that emphasizes the analysis and application of child and program data to refine the delivery of instruction and other services to achieve targeted child and program outcomes.
- A model for delivering culturally relevant mental health services (screening, assessment, diagnosis, treatment) to children and families within a holistic context of support for personal/professional, organizational, and community cultural competency development.
- A model for fully integrating education and family support without sacrificing the content, depth and focus in either function.

These models share a common focus of enhancing the quality of staff interactions with eligible children and their families, leading in turn, to improved child, family and program outcomes.

In 2012-13, Clayton Educare Head Start proposes to serve 236 children and families through four full day classes which will include children of mixed income, five part-day classes, home-based services for 72 children, and community-based services for 36 children. Thirty two of these children are served through expansion funding and services to these children and families are only funded through September 2012.

The Denver's Great Kids Head Start Notice of Intent to fund provides for \$5,300 per child in federal program operations funding. Because of cuts from Denver's Great Kids Head Start and other federal state and local sources over the last two fiscal years, the revenue to ensure fidelity to the Educare model and to provide high quality, multi-dimensional services has continued to decline. This requires Clayton Educare to seek substantial amounts of additional outside funding in addition to the non-federal share. While the commitment of private philanthropic funding supported Clayton Early Learning in meeting its initial capital campaign goals to build the facility, Clayton Educare receives no ongoing operational support to maintain the building or to fund the intensity and dosage of the Educare model. Other revenue sources that have traditionally supported operations include Colorado Preschool Program (CPP), Colorado Adult Child Food Program (CACFP), Colorado Child Care Assistance Program (CCCAP), Colorado Child Care Assistance Program parent co-pays for extended day care, Denver Preschool Program (DPP), and quality grants. The organization has experienced declining revenue in DPP, CPP and CCCAP. Issues with accessing Denver County CCCAP dollars and the CHATS system has resulted in a city-wide funding crisis with many private childcare providers closing their doors.

Historically, Clayton has continued to balance its budget through implementation of the following strategies 1. seeking additional grant funding 2. increasing efficiencies through shared job functions across EHS/HS 3. eliminating staff merit increases and 4. limiting transportation to only socializations and field trip activities and 4. most recently, reductions in force. While these efforts have temporarily addressed some of the funding gap, the challenging economy, increasing unfunded federal, state, and local mandates, increasing administrative burdens combined with intense competition for early childhood education resources, have put pressure on the program's capacity to deliver the highest quality services based on the most current research and evidence. Based on current revenue projections, *this budget assumes* the elimination of 5.75 FTE (in addition to a reduction of 3 FTE in the current fiscal year) to meet non-personnel expenses and reduced revenue projections. It appears probable that current revenue projections may not be met for CCCAP in FY 12. *If additional* revenue sources are reduced, services impacted by budget cuts could include further reductions in force impacting classroom staffing, Child Family Educator caseloads, and administrative services parent training and resources floating staff to relieve teachers for planning, training, and coaching coaching workshops and training and classroom materials.

EXPENSES

Personnel - \$677,839 GABI line items A1-20

The program is 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."

The program supports a total of 60 staff in our various program options. As previously stated, the organizational structure within the new facility is comprised of birth to five neighborhoods to provide families with continuity as well as community collaborations and perinatal services that minimize transitions and maximize a sense of community. Integration of education and family support ensures for a holistic, interdisciplinary approach to working with children and families. Given this staffing pattern, personnel expenses are shared equally between EHS and HS base grant funding for the Head Start Director and content-area coordinators and mentor coaches, food service staff, and program support staff. Additionally, the program supports 19 teachers. The staffing pattern continues to ensure the home-based coordinator does not carry a caseload, a suggestion by HIPPY USA.

As explained in the allocation methodology, both federal and non-federal funding sources support personnel expenses. Therefore, this line item represents a prorated portion of the total personnel budget.

Fringe Benefits - \$ 176,239 GABI line items B1-3

Fringe benefit expenses have increased over the last several years yet given reductions in staff, the benefits rate in this budget will remain at 26% of payroll. Fringe benefits consist of the following health insurance, dental insurance, life insurance and AD&D, short-term disability, long-term disability, worker's compensation coverage, Federal and State Unemployment Tax, FICA, and 401(k) retirement contributions.

Travel - \$9,000 GABI line item C1

Out of town travel expenses are included to provide for staff and parent attendance at Educare Learning Network meetings, Head Start, local, regional and national early childhood conferences.

Equipment - \$0 GABI line items D1-4

No qualifying equipment purchases are planned by the program.

Supplies - \$60,888 GABI line items E1-4

The supply line item has been reduced in this budget. Supply subcategories are the following

Office Supplies - \$12,688 GABI line item E1

This category includes printing expenses and necessary office and equipment supplies including calendars, paper, forms, printer cartridges, and consumables for staff, classrooms, and 177 children and their families. Costs for these items continue to rise based on usage to support our curricular approach in regard to documentation. For example, child portfolios include work samples, copies of assessments, and color photos of classroom learning experiences. Cost savings have been achieved through bulk purchasing.

Child and Family Services Supplies - \$27,350 GABI line item E2

This line item reflects the following expenses

Child Services Supplies - \$21,000 Educational and classroom supplies such as curriculum, screening tools, assessments, books, equipment, learning materials, and diapers are reflected in this line item.

Family Services Supplies - \$4,600 Supplies for parent meetings and special events are included in this line item. Examples include food, consumables, and parent/child activities for seven monthly parent meetings and quarterly all-parent meetings Culture Night Family Resource Library materials and Fatherhood events.

Health & Safety Supplies - \$1,750 Expenses specified include health and safety products including toothbrushes, toothpaste, first aid supplies, and other medical supplies.

Food Service Supplies - \$3,350 GABI line item E3

Expenses not included in USDA.

Other Supplies - \$17,500 GABI line item E4

This line item includes the following

Janitorial Supplies - \$12,000 Janitorial supply expenses include paper towels, bathroom and facial tissue, seat covers, cleaning supplies, and laundry/hand/dishwasher soap for staff, families, and children.

Maintenance Supplies - \$4,000 This line item includes maintenance supplies to repair and improve the facility and its contents.

Other Supplies - \$1,500 Other supplies necessary to operate the program such as staff lunchroom supplies and parent incentives are included in this line item.

Contractual - \$173,500 GABI Line Items F1-8

Contractual expenses include services that support program operations for children, families, and staff. The following are its sub categories

Accounting & Legal Services - \$10,000 GABI line item F1

The program engages an independent auditor to perform an annual audit that complies with U.S. Office of Management and Budget Circular A-133 Compliance Supplement regulations. The program also has access to an attorney to provide legal services and opinions as needed. These expenses are included under accounting and legal services.

Health, Nutrition, & Disabilities Services - \$20,800 GABI line item F2

Early intervention consultation services for children and health consultation services are included in this line item. Nutrition and health services are provided by WIC, Denver Health & Hospitals, and Children's Hospital. Disabilities and Mental Health services are provided by Sewall Child Development and Denver Health & Hospitals.

Child Transportation Services - \$1,600 GABI line item F4

Child transportation expenses specified include field trip fees, gas, vehicle registration and repair, and other transportation needs.

Family Child Care - \$550 GABI line item F6

Childcare is provided to families to support participation in program events and meetings. While the majority of childcare needs are met by staff, this line item represents outside providers of childcare services.

Other Contracts - \$140,550 GABI line item F8

Other contracts can be summarized as follows

Community Child Care Contract - \$90,000 This contract provides for 36 preschool slots at Sewall Child Development Center and Early Success Academy.

Marketing - \$1,500 These services provide collateral material and annual report design services.

Janitorial - \$30,000 These services are negotiated based on square footage and programmatic needs. A new vendor was selected in 2009 to address quality issues.

Security - \$7,000 Security services consist of on-site campus monitoring during evening and week-end hours by non-armed personnel.

Trash Removal - \$1,500 This budget line item covers the expenses for the program's trash removal.

Technology - \$10,550 The program utilizes consultants to support computer licenses, network and hardware functionality. The technology line item reflects these expenses in addition to ongoing purchases of hardware, software, and supplies. Website development and maintenance expenses are also included.

Other - \$147,393 GABI Line Items H1-17

Clayton officially opened the doors to its 32,800 square foot, state-of-the art, birth to five child development center in September 2007. Clayton Early Learning raised the capital necessary for the construction project and owns the building. Depreciation on the facility will be provided on an in-kind basis to the program. Clayton Educare is responsible for its own operational expenses incurred by occupying the building. Costs are allocated evenly between EHS and HS.

This line item is broken down as follows

Utilities/Telephone - \$33,800 GABI line item H4

Head Start funds will cover gas, electric, water, T1, network, and telephone services for the Educare building. Clayton Educare receives ERate revenue to support these expenses.

Building & Child Liability Insurance - \$8,200 GABI line item H5

The insurance package includes property, commercial liability, umbrella, automobile, sexual abuse, volunteer accident, employee dishonesty, and a travel and accident policy that covers incidents where children may be accidentally hurt while involved in a Head Start activity.

Building Maintenance/Repair & Other Occupancy - \$18,700 GABI line item H6

Costs that are included in this line item are the maintenance costs and permits.

Building Maintenance/Repair & Other Occupancy - \$17,500 Costs that are included in this line item are the maintenance costs of the Educare building and its playgrounds, i.e. floor, carpet and window cleaning, sewer service, commercial equipment repairs, inspections, and exterminating.

Permits - \$1,200 This includes program expenses relative to a variety of business use permits and licenses.

Local Travel - \$6,500 GABI line item H8

Clayton Educare reimburses HS staff for mileage related to the performance of their job responsibilities at an internally set rate.

Child Services Consultants - \$32,000 GABI line item H10

This line item supports the program with its continuous improvement and quality initiatives. Head Start collaborates with the Clayton Early Learning Institute to provide these services. The Clayton Institute serves as the local evaluation partner for the national ELN Implementation Study. The purpose of the study is to document the features of Educare and how implementation of the model contributes to a quality program and links to child and family outcomes, measuring the logic model and core features of the Educare model to include

1. Head Start Performance Standards as measured by the PRISM
2. Key unique local features
3. Dosage and intensity of child and family services
4. Community conditions
5. Network assistance with implementing the Educare core features
6. Baseline information on children and families and

7. Benchmarks of child and family progress (i.e., assessments measured over time).

This \$32,000 directly supports the research and evaluation team that is needed to perform School and Home-based evaluation services. The anticipated allocation includes personnel and non-personnel expenses as follows

1. Senior Director \$9,600
2. Lead Researcher \$9,600
3. Data Collector/Research Assistant \$12,800.

Additional funding to support Clayton Educare's Research and Evaluation projects comes from The Rose Community Foundation and Early Reading First.

Parent Services - \$8,800 GABI line item H13

The program's approach to family development is based on both research and experience and utilizes an interdisciplinary team to build effective partnerships between education staff, family support staff, and consultants. Working with grant goals and the Educare Logic Model, Clayton Educare has created a dynamic, practical logic model to identify emerging needs and develop new activities related to parent involvement.

Parent Services - \$3,100 The parent services line item supports the activities and materials necessary to implement this approach with families. Examples are costs associated with Family Resource Library equipment and materials parent meeting speakers and materials, books and ESL, GED, and training registration fees.

Translation Services - \$2,000 To meet the needs of Spanish-speaking families, the program ensures that important program documents and communications are translated. This line item supports the cost of translators for both meetings and written documents.

Policy Council - \$3,700 This line item includes program expenses relative to monthly policy council and policy council related activities. These include transportation, food, and childcare.

Publications/Advertising/Printing - \$1,500 GABI line item H15

This line item covers publications including Head Start and other early childhood education professional journals, books, magazines, and research literature.

Training or Staff Development - \$7,845 GABI line item H16

PA 20 - \$5,845 Individual training plans are created for each staff member and the program maintains a Training & Technical Assistance plan delineating training needs.

Other Training - \$2,000 Additional training not included with PA 20

Other - \$35,893 GABI line item H17

The "Other" line item includes the following

Equipment Rent & Lease - \$13,000 Copier maintenance and per copy fees and other expenses associated with program operations are included in the equipment rent and lease line item.

Meetings - \$3,000 Meeting expenses include materials and supplies.

CLAYTON EDUCARE HEAD START BUDGET NARRATIVE

FY 2012-13

Membership fees & dues - \$10,100 The program accesses a web-based database system (COPA) to track children and families enrolled in the program. Mountain States Employers Council membership is also included in this line item.

Payroll Services - \$5,775 Payroll services are provided by a third party vendor. Services include payroll processing and reporting, W-2's, and a human resources database.

Personnel Recruitment - \$2,600 Recruitment expenses include position advertisements to local and community newspapers, physicals, criminal background check costs, and other costs related to hiring new employees.

Postage & Shipping - \$1,400 This line item is for postage expenses related to Head Start business activities.

Other - \$18 A variety of expenses not specifically articulated in previous line items are included in this category.

ADDITIONAL REVENUE SOURCES

Colorado Adult Child Food Program \$37,150

The Child and Adult Care Food Program (CACFP) provides reimbursement for nutritious meals and snacks served to eligible children in child care centers. Colorado's program is funded by the U.S. Department of Agriculture and administered by the Colorado Department of Public Health and Environment. Allowable costs associated with providing breakfasts, lunches, and snacks to children are reimbursed to the program.

Colorado Preschool Program \$299,970

Clayton Educare receives funding from the Colorado Preschool Program (CPP). The program is currently allocated 130 slots of which approximately 80% belong to Head Start. Lawmakers created CPP in 1988 to serve children needing language development. It was expanded in 1992 to include children with significant family risk factors and some children in social services programs. The Denver Public School district participates in the program and uses 10 risk factors to determine a child's eligibility including income, language development, social development, parent education, frequent relocation and homelessness, violence or neglect in the home, and parent addiction to drugs or alcohol. Because the CPP has never had sufficient funding to serve all of the children who qualify, children with the greatest need (3 or more risk factors) are served.

Colorado Child Care Assistance Program

CCAP is a federally-funded program that helps eligible low-income families pay for childcare. In Denver County the Denver Department of Human Services works to provide qualifying families access to CCAP and TANF funds. CCCAP intake has been closed and features (such as paying for absences) eliminated. The new CHATS swipe system for families is wrought with difficulties and has resulted in intensive manual work to recoup revenue. Reduced revenues beginning in FY10 triggered a Reduction in Force in June of 2011.

Due to these issues, Clayton Educare will no longer rely on CCCAP funding. Full-day children requiring additional wrap-around services will have the opportunity to receive extended day and summer programming through the Clayton Educare Thinkers after school program.

E-Rate \$20,000

The Federal Communications Commission established a Schools and Libraries Universal Service Program to bring schools and libraries in America into the information age. This program, commonly known as the E-Rate, was established as part of the Telecommunications Act of 1996 and provides affordable telecommunications services for all eligible schools and libraries, especially those in rural and economically disadvantaged areas. The Universal Service Administrative Company (USAC) administers the program for the FCC. The E-Rate supports connectivity—the conduit for communications using telecommunications services and/or the Internet. Funds may be requested in the following four categories of service telecommunications services, Internet access, internal connections, and basic maintenance of internal connections.

HIPPY \$94,999

Clayton Early Learning receives additional private, federal, state and local funding for the HIPPY program.

NON-FEDERAL SHARE

Facilities \$139,958

Clayton Early Learning donates the use of its *32,800 square feet of classroom, office, and storage space* to Clayton Educare using a calculation based on depreciation. Because the building is occupied 50% by the Early Head Start program and 50% by the Head Start Program, *the non-federal share for the building is shared equally between the two programs.*

Program Support \$172,718

This line item represents *maintenance, human resource, fiscal personnel, and the Vice President, President and CFO for Clayton Early Learning providing support services* to the program at no cost. These support personnel maintain the Educare building and the playgrounds and perform fiscal, human resource, and leadership functions. *This in-kind match is divided equally between Head Start and Early Head Start.*



**CLAYTON EDUCARE
Calendar of Times and Days of Operations
FY 2012-13**

Site	Option	Days/Visits	Start Date
Clayton Educare 3751 Martin Luther King Blvd. Denver, CO 80205	Center-based FD	160	09/04/2012
	Center-based PD	128	09/04/2012
	Home-based	32	09/17/2012
Hours of Operation:		8:00 am - 6:00 pm	
Full-day		8:00 am - 2:30 pm	
Part-day am		8:00 am - 11:30 pm	
Part-day pm		12:30 pm - 4:00 pm	
Early Success Academy 4870 Chambers Road Denver, CO 80239	Center-based PD	128	09/04/2012
	3.5 hours per day		
Sewall Child Development Center 1360 Vine St. Denver, CO 80206	Center-based PD	128	09/04/2012
	3.5 hours per day		

vangilder

March 27, 2012

City & County of Denver, Mayors Office
1437 Bannock Street, Room 350
Denver, CO 80202

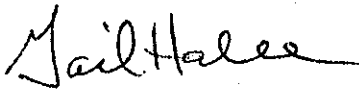
RE: Commercial Package #NIA1816329
Umbrella Policy # NEL1806638
Worker's Compensation Policy # 4058502
Student Accident Policy # SRG9116290

To Whom it May Concern:

Enclosed with this letter is a current certificate of insurance for Clayton Family Futures for the policy year of 7/1/2011-2012. It is the intent of the Insured, Van Gilder Insurance and the insurance companies, Riverport Insurance, Pinnacol Assurance and National Union Fire to renew all current insurance policies for the 7/1/2012-2013 policy year.

If you have any questions concerning the current policies, or our intent or coverages, please contact me directly at 303 831-5166.

Sincerely,



Gail Halee
Client Manager
ghalee@vgic.com

2012-2013clexe

Exhibit E
Page 1 of 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2011

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

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

PRODUCER Van Gilder Insurance Corp. 1515 Wynkoop Street Suite 200 Denver CO 80202		CONTACT NAME: PHONE (A/C/N o. Ext): 303-837-8500 FAX (A/C/N o.): 303-831-5295 E-MAIL ADDRESS: certificate@vgic.com	
INSURED CLAFAM Clayton Family Futures 3801 Martin Luther King Blvd Denver CO 80205		INSURER(S) AFFORDING COVERAGE INSURER A: Riverport Insurance Company INSURER B: Pinnacol Assurance INSURER C: National Union Fire Ins Co of INSURER D: INSURER E: INSURER F:	NAIC # 0


COVERAGES **CERTIFICATE NUMBER: 1879721983** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y	Y	NIA1818328	7/1/2011	7/1/2012	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COM/POP AGG	\$3,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	NIA1818329	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0			NEL1806638	7/1/2011	7/1/2012	EACH OCCURRENCE	\$4,000,000
							AGGREGATE	\$4,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4058502	7/1/2011	7/1/2012	WC STATUTORY LIMITS	
							OTHER	
							E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
C	Student Accident Policy			SRG9118290	7/1/2011	7/1/2012	\$10,000 \$20,000 \$50,000	Accidental Death Accidental Dismemb Accidental Medical

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

Re: Headstart Programs

CERTIFICATE HOLDER City & County of Denver, Mayors Office 1437 Bannock Street, Room 350 Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DENVER'S GREAT KIDS HEAD START
PROGRAM YEAR 16REPORT SCHEDULE



Administrative Reports to be submitted to the DGKHS Director by Delegate Agency

Report Name	Due Date	Report Description
Self Assessment	February 1, 2013	Self Assessment plan, findings, analysis, and action plans
Detailed Program Narrative for PY16	February 1, 2013	ACF Grant application with Grantee special instructions
Policy Committee/Council Members Roster	When replacements occur, upon elections	Policy Committee/Council Representatives and Alternates
Policy Committee/Council Minutes	Last business day of month following meeting	Approved Policy Committee/Council monthly minutes
Personnel	Last business day of October, January, April and July	Report of all Head Start staff and percentage/amount salary/fringe, most recent performance evaluation date

Family Services Reports to be submitted to the DGKHS Family Services Administrator by Delegate Agency

Report Name	Due Date	Report Description
Policy Council Delegate Report	On the 5 th day of each month. If the 5 th is a holiday or weekend, report shall be due the Friday prior.	Form to be provided by Grantee Family Services Administrator
Program Information Report (PIR)	August 17, 2012	Annual ACF Report
Head Start Data for Management Information System	On the 5 th day of each month by close of business day. If the 5 th day is a holiday and/or weekend, report shall be due the Friday prior.	Fields required but not limited to the following: Delegate Agency and Center Enrollment Date First Date of Service Program Option Child's Enrollment Status Child's Full Name Child's Birth Date Child's Gender Child's Ethnicity Child's Race Parent(s) Full Name Family Type: One parent, Two parents, etc. Family Partnership Process: FPA status and follow up status. Family Service Worker's Name

DENVER'S GREAT KIDS HEAD START
PROGRAM YEAR 16REPORT SCHEDULE



Education Reports to be submitted to the DGKHS Education Administrator by Delegate Agency

Report Name	Due Date	Report Description
Teacher Qualifications Report	September 24, 2012 February 1, 2013	Report education levels of teaching staff.
Child Assessments	October 31, 2012, February 22, 2013, June 28, 2013	Child outcomes information

Financial Reports to be submitted to DGKHS Chief Fiscal Officer by Delegate Agency

Report Name	Due Date	Report Description
Variance Report	Last business day of each month for previous month Exception: December report due January 16, 2013	Variance Report includes spending categories of federal and non-federal shares, annual budget, budget and expenses for month reported, variances between budget for month reported and expenses for month reported, dollar and percent variances and corresponding year-to-date information. Include payrolls, general ledgers, invoices over \$1,000 charged to Head Start
USDA Reimbursement Report	Last business day of October, January, April and July	Report of reimbursement from USDA for Head Start children only
Administrative and Development Costs	Last business day of October, January, April and July	Report by category of all administrative and development costs
Program Budget (PY17)	February 8, 2013	GABI upload of Program Year 17 budget
Single Audit Report	Within four months of end of the prior fiscal budget period	Single Audit Report including management letter and corrective actions if applicable
Inventory Report with Certification of Physical Inventory	July 31, 2012	Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director
Certificate of Insurance	July 31, 2012	Accord Insurance form designating appropriate insurance coverage
Budget Projection	July 31, 2012	Month by month spending forecast by designated categories

Administrative Reports prepared for Delegate Agency by DGKHS

Report Name	Due Date	Report Description
Monitoring Reports/Action Plans	Ongoing	Action Plans outlining strengths, recommendations and actions needed for improvement.
Program Design Management Report	Report to be submitted to delegate agencies within 30 days of Program Design and Management meeting.	Outlines Program Design and Management meeting discussion; includes strengths recommendations and actions needed for improvement.
Policy Council minutes	Last business day of month following meeting	Approved Policy Council minutes in English and Spanish

vangilder

March 27, 2012

City & County of Denver, Mayors Office
1437 Bannock Street, Room 350
Denver, CO 80202

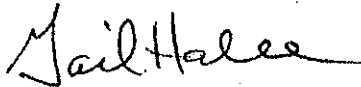
RE: Commercial Package #NIA1816329
Umbrella Policy # NEL1806638
Worker's Compensation Policy # 4058502
Student Accident Policy # SRG9116290

To Whom it May Concern:

Enclosed with this letter is a current certificate of insurance for Clayton Family Futures for the policy year of 7/1/2011-2012. It is the intent of the Insured, Van Gilder Insurance and the insurance companies, Riverport Insurance, Pinnacol Assurance and National Union Fire to renew all current insurance policies for the 7/1/2012-2013 policy year.

If you have any questions concerning the current policies, or our intent or coverages, please contact me directly at 303 831-5166.

Sincerely,



Gail Halee
Client Manager
ghalee@vgic.com

Exhibit E
Page 1 of 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2011

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

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

PRODUCER Van Gilder Insurance Corp. 1515 Wynkoop Street Suite 200 Denver CO 80202	CONTACT NAME: PHONE (A/C/N & Ext): 303-837-8500 E-MAIL ADDRESS: certificate@vgic.com FAX (A/C/N): 303-831-5295	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED CLAFAM Clayton Family Futures 3801 Martin Luther King Blvd Denver CO 80205	INSURER A: Riverport Insurance Company	
	INSURER B: Pinnacol Assurance	
	INSURER C: National Union Fire Ins Co of	
	INSURER D:	
	INSURER E:	
INSURER F:		


COVERAGES **CERTIFICATE NUMBER: 1879721983** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	NIA1816329	7/1/2011	7/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	NIA1816329	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			NEL1806638	7/1/2011	7/1/2012	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4058502	7/1/2011	7/1/2012	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Student Accident Policy			SRG9116290	7/1/2011	7/1/2012	\$10,000 \$20,000 \$50,000 Accidental Death Accidental Dismemb Accidental Medical

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

Re: Headstart Programs

CERTIFICATE HOLDER City & County of Denver, Mayors Office 1437 Bannock Street, Room 350 Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CLAYTON EDUCARE
 Head Start Site Locations
 FY 2012-13

SITE	OPTION	CLASSROOMS
Clayton Educare School 3751 Martin Luther King Blvd. Denver, CO 80205	Center-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
Early Success Academy 4870 Chambers Road Denver, CO 80239	Center-based	Part-day
Sewall Child Development Center 1360 Vine St. Denver, CO 80206	Center-based	Part-day

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

- (a) *Required.* Every worker, mechanic or other laborer employed by any contractor or subcontractor in the work of drayage or of construction, alteration, improvement, repair, maintenance or demolition 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. 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. ^[105] 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 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 non-construction workers such as janitorial or custodial workers at least twice per month.
 - (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 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 week 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.
- (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)