

**AGREEMENT for Head Start Services for Program Year 2013-2014**

# A G R E E M E N T

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

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

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

**B.** "CFR" means the Code of Federal Regulations.

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

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

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

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

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

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

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

**J.** "Services" means the scope of services to be provided by the Contractor as set forth in this Agreement and the Exhibits attached hereto relating to the

provision of services to administer and operate Head Start program.

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

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

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

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

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

**3. CONTRACT DOCUMENTS:** This Agreement consists of Paragraphs 1 through 44, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

**A.** Exhibit A, Contractor's Application and narrative to provide Head Start Services for program year 2013-2014.

**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, 2013, and will expire on December 31, 2013 (the "Term"). Subject to the Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.

**5. SERVICES TO BE PERFORMED:**

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

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

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

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

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

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

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

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

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

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

staff, and will ensure appropriate confidentiality of this information;

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

**H.** Establish policies and procedures to secure and protect all Equipment and Controlled Assets, as such terms are defined below in paragraph 22.B, of this Agreement, purchased with funds provided under this Agreement, against theft, loss, damage, misuse or misappropriation. Contractor will further establish policies and procedures to safeguard electronic and computer information against theft, loss, damage, misuse, or misappropriation. Such policies and procedures will include but are not limited to methods to prevent the use of e-mail and Internet services for non-business purposes.

**I.** Operate Head Start programs as designated by the City and County of Denver and in accordance with the hours and days set forth on **Exhibit C**, the Calendar of Times and Days of Operation. If the Contractor determines it is in the best interests of children and families of children enrolled in the City's Head Start programs to change any service area assigned to the Contractor or the hours of operation from the hours stated in Exhibit C, it will, in writing, notify the Director and request the Director's approval of, the proposed new location or hours of operation and the reasons why the location or hours of operation should be changed (as appropriate). The Contractor's notice of proposed change will be delivered to the Director at least thirty (30) calendar days prior to the date the requested change is to be effective. Contractor will not deviate from its assigned service area or change any hours of operation until the City has approved in advance Contractor's notice of proposed change from assigned service area or hours of operation.

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

to the emergency, and Contractor's estimate as to when services will be reestablished at the site where the emergency occurred, by telephone on the same day of cessation and in writing within five (5) business days of the day of cessation.

**J.** Maintain program operations for the length of the Program Year as set forth in Exhibit C. If the Contractor changes the length of the Program Year or deviates in any manner from Exhibit C, Contractor will obtain the written approval of the City at least thirty (30) calendar days prior to the date the requested change is to be effective. Failure to request the advance written approval of the City will be deemed to be a default under this Agreement and may result in the City invoking any or all remedies stated in paragraph 21 below.

**K.** Pursuant to applicable provisions of the Head Start Performance Standards, the Contractor will include in all Head Start meals those foods that conform to the "minimum standards" for meal patterns in accordance with any and all guidance issued by the ACF. Contractor will comply with all requirements stated in 45 C.F.R. 1304.23 as may be amended from time to time and will ensure that any and all subcontractors will comply with said provisions.

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

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

## **7. COMPENSATION:**

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

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

### **C. Invoices/Budget modifications.**

**(1)** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting

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

(2) The Contractor will abide by applicable City Law and Federal regulations at 45 CFR Parts 74.25 and 92.30 concerning any permitted modifications to Exhibit B, including any programmatic changes described therein prior to making such a change; provided, however, that no modification to Exhibit B will increase the Maximum Contract Amount. Any proposed modification of more than ten percent of the amounts listed on the line item categories listed on Exhibit B will not take effect unless and until it is approved in writing by both parties' authorized representatives, approved as to form by the City Attorney's office, and filed by the Head Start Office with the Denver Clerk and Recorder. Any such modification will contain the date upon which the modified budget will take effect and the City's Contract Control number stated on the signature page of this Agreement. Any modifications to Exhibit B that requires an increase to the Maximum Contract Amount will be memorialized in writing by revising and restating said exhibit and approved by the parties by a written Amendatory Agreement or new Agreement prepared and executed by both parties in the same manner as this Agreement.

**D. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Six Hundred Seventy Six Thousand Nine Hundred Twenty Four and 59/100 Dollars (\$676,924.59) (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 Sixty One Thousand Two Hundred Thirty One Dollars and 00 Cents (\$161,231.00)** 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 2013-2014, HHS may issue only a partial financial award for program costs for Program Year 2013-2014. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the parties in the same manner as this Agreement.

All payments under this Agreement, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funds for the purposes of Head Start. In the event that federal funds, or any part thereof, are not awarded to the City or are reduced or eliminated by the federal government, the City may reduce the total amount of compensation to be paid to the Contractor by revising Exhibit B or it may terminate this Agreement.

**I. Maximum Contract Liability.**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed the Maximum Contract Amount. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under the Agreement.

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

**8. REPORTS:**

**A.** The Contractor will establish and maintain reporting systems in

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

(1) **Enrollment Report.** The Enrollment Report will include the number of children actually enrolled by Contractor in Head Start programs by site and program option in the following categories: age, ethnicity, language, and gender. Contractor will monitor at all times the number of students it has enrolled for Head Start services and will promptly identify any and all vacancies. The Contractor will maintain at all times its funded enrollment level as designated by the City. If any vacancy occurs in any of Contractor's Head Start programs, the Contractor will fill such vacancy and no more than thirty (30) calendar days may elapse before the vacancy is filled. The Contractor may, however, to the extent permitted by 45 C.F.R. 1305.7(b), as may be amended from time to time, elect not to fill a vacancy when sixty (60) calendar days or less remain in the program's enrollment year. To the extent permitted by 45 C.F.R. 1305.4(b)(1), as may be amended from time to time, at least ninety percent (90%) of the children who are enrolled in each of Contractor's Head Start programs must be from low-income families whose income will not exceed 130% of poverty guidelines as 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:

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

shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

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

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

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

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

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

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

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

(10) **Additional Provisions:**

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

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision;
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
- (v) No exclusion for sexual abuse or molestation.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the



contract date or the first date when any goods or services were provided to the City, whichever is earlier.

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

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

## **15. DEFENSE AND INDEMNIFICATION:**

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

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

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

available to City and shall not be considered City's exclusive remedy.

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

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

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

**17. ASSIGNMENT AND SUBCONTRACTING:**

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

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

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

## 18. DEFICIENCIES/NONCOMPLIANCE:

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

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

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

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

the deadline proposed in any Quality Improvement Plan exceed one year from the date that the Contractor received official notification of the deficiencies to be corrected.

**C. Findings of Noncompliance.** The City further reserves the right at all times to determine, in its sole discretion, that the Contractor is not in compliance with any provisions of this Agreement which noncompliance does not constitute a deficiency, as such term is defined by the federal government for Head Start purposes, at 45 C.F.R. 1304.3(a)(6). If the Director finds that the Contractor is not in compliance with any provisions of this Agreement, the Director will notify the Contractor in writing of such findings of noncompliance ("Notice of Findings of Noncompliance"). The Notice of Findings will identify the areas of noncompliance to be corrected and will state the date upon which the Contractor is to correct the areas of noncompliance. If the Contractor is unable or unwilling to correct the specified areas of noncompliance within the time period designated by the City, then the City will issue a Notice of Findings of Deficiency which must be corrected, either immediately or pursuant to a Quality Improvement Plan in accordance with the procedures set forth in subparagraphs (a) and (b) of this paragraph 18.

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

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

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

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

**D.** Deny in whole or in part any application or proposal from Contractor for refunding of a Head Start program for a subsequent program year regardless of source of funds;

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

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

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

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

## 20. OTHER GROUNDS FOR TERMINATION:

### A. By the City.

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

2. The City further has the right to terminate this Agreement upon thirty (30) days' written notice for the convenience of the City or if the Grant is suspended or terminated, in whole or in part, by HHS.

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

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

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

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

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

## **21. PROCUREMENT:**

**A. Services and Supplies.** All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Contractor shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. The Contractor will establish written procurement services consistent with the "Procurement Standards" contained in 45 C.F.R. §§74.40 -74.48 or 45 C.F.R. §92.36 (whichever is applicable to the Contractor) and consistent with the requirements contained in this Section 21... "Services" means contractual services subject to formal and informal competition but which are not in their nature unique or which do not require a level of skill, training or expertise. Services for purposes of this Agreement do not include Head Start professional services or other professional services. "Supplies" means all tangible personal property other than Equipment as defined below. All procurement decisions for goods, services and supplies made by Contractor and its Subdelegates and any Vendor will be consistent with applicable federal, state, and City laws, statutes, executive orders and regulations. Contractor will further submit a copy of a list of the supplies to the City's Head Start Director upon the expiration of this Agreement or if this Agreement is terminated sooner then such list will be submitted to the Director within thirty (30) calendar days of the date of termination. Upon the expiration or earlier termination of this Agreement, all

remaining Supplies will be returned to the City or disposed of, as the City will direct.

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

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

The preceding sentences will not be construed to preclude normal or routine use and consumption of goods and supplies purchased by Contractor or Subdelegates or Vendors, if appropriate, in the provision of Head Start services under this Agreement. Upon the expiration or earlier termination of this Agreement, all Equipment and Controlled Assets purchased with funds under this Agreement will be returned to the City or disposed of, as the City shall direct. The Contractor will establish and submit to the Head Start Director an annual inventory list, in such format as designated by the City’s Head Start Director, of all Equipment and Controlled Assets purchased under this Agreement. Contractor will update said inventory list as necessary on a timely basis. The inventory will specify the location of all Equipment and Controlled Assets so purchased. The Contractor will also cause its Subdelegates and, if directed by the Director in writing, any Vendor to establish and maintain a similar list for all Equipment and Controlled Assets purchased with funds provided under this Agreement.

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

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

**23. SITE LOCATIONS, LEASES AND LICENSES:**

**A. Site Locations/Leases.** The Contractor will operate Head Start programs at the facilities and locations identified on **Exhibit F**, entitled Site Locations.

The Contractor will be responsible for executing any and all leases or amendments of leases of the real property and/or facilities designated on Exhibit F. The Contractor will maintain, and will cause any and all Subdelegates to maintain, copies of all leases and amendments thereto executed in the performance of services under this Agreement, and will deliver copies thereof to the City upon request.

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

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

**D. Licensing of Site Locations.** The Contractor will obtain and maintain any and all required and appropriate licenses to operate Head Start programs. No site location will be opened and no Head Start funds will be paid to the Contractor if the Contractor does not have in place, prior to opening each site location and maintaining throughout the term of this Agreement, any and all required and appropriate license for each and every site location. The Contractor will provide the Director with a copy of current licenses maintained by the Contractor for each site location identified in Exhibit F. In addition, the Contractor will secure, post and maintain in its files copies of current health inspection reports for each kitchen facility utilized in the preparation of food for each site location identified in Exhibit F. If, at any time during the term of this Agreement, any such health clearance or license is revoked, suspended or modified, or if the Contractor in any other manner loses the clearance or license, the Contractor will give immediate written notice to the Director. In such an event, the City may, in its sole discretion, order corrective action or suspend or terminate this Agreement. Head Start funds will not be paid to the Contractor to operate a Head Start Program in a site location that is not covered by the aforementioned clearances and/or licenses. If Contractor receives any order, direction, notice or other communication concerning the licensing of any site location assigned to the Contractor by the City, the Contractor will be solely responsible for taking any and all action required to maintain all licenses in good standing. The Contractor will submit a copy to the Director of all such



orders, reports, direction, notices or communications within twenty-four (24) hours of Contractor's receipt thereof. The Contractor will notify the Director in writing within twenty-four (24) hours of Contractor's receipt of any notice of immediate closure of any site location assigned to the Contractor by the City. The Contractor will comply by the required date and time. The City reserves the right to require Contractor to cease or suspend program operations at any time if the City determines that a danger exists to the health, safety or well-being to the children enrolled in Head Start programs.

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

- A. The Head Start Act as codified at 42 U.S.C. 9801, *et seq.*;
- B. 45 CFR Part 1301 through 1311, including all regulations referenced therein;
- C. All information memoranda, program guidance, instructions or other written documentation issued by the federal government concerning the operation of Head Start programs or the expenditure of federal funds;
- D. 45 CFR Part 16, 74, 80, 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. (2012), 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 2013-2014.
2. Exhibit B, Contractor's Budget.
3. Exhibit C, Calendar of Times and Days of Operations.
4. Exhibit D, Schedule for submission of reports.
5. Exhibit E, Certificate of Insurance.
6. Exhibit F, Site Locations.
7. Exhibit G, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.

**END**

**SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE**

**Contract Control Number:** MOEAI-201310966-00

**Contractor Name:** CLAYTON EARLY LEARNING

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:

DOUGLAS J. FRIEDNASH, Attorney  
for the City and County of Denver

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: MOEAI-201310966-00

Contractor Name: CLAYTON EARLY LEARNING

By: Charlotte M. Brantley

Name: Charlotte M. Brantley  
(please print)

Title: President and CEO  
(please print)

**ATTEST: [if required]**

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

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

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



**Clayton Early Learning  
Head Start Delegate Continuation Grant Application  
Program Narrative 2013-14**

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**I. Objectives, Need for Assistance and Geographic Area**

The data trends identified in Clayton Early Learning Head Start's 2011 full application continue to apply as evidenced by the following needs and community assessment data presented in the 2012 Community Assessment-Annual Update (Office of Children's Affairs, Denver Great Kids Head Start, December 2012):

- In 2011, Denver was home to more than 134,000 children under the age of 18. Approximately 26,400 were ages 3, 4 and 5, the primary age group served in Head Start programs.
- Data from the US Census Bureau indicate that Colorado, and Denver specifically, is undergoing significant demographic changes. Denver's population is becoming increasingly diverse, with children of color making up a growing portion of children under age 18. White children make up 60% of Denver's child population, followed by 24% of two or more races or other categories. Black children make up 10%, Asian 4% and American Indian, 2%.
- Thirty-one percent of children under the age 18 were categorized as non-Hispanic white in 2011. More than 50 percent were reported to be of Hispanic origin of any race. The largest age group of Hispanic people is children under age 5, an indication that the Hispanic population in Denver is growing. In contrast, the largest non-Hispanic white population in Denver is 25-29 year old adults, with a larger aging population and smaller child population.
- Approximately 45% of all 3 and 4 year-olds were enrolled in preschool, 55% of those in publically funded preschool programs and 45% in privately funded programs.
- The number of children birth to age 5 in poverty in Denver dropped 30 percent from 2010 to 2011. The poverty rate for these children, however, is still higher than the state average; 27% in Denver compared to 21% in Colorado.
- In 2011, 14,000 children under age 5 were living in poverty in Denver. During the 2011-2012 school year, 2,388 children were served in Early Head Start and Head Start Programs, representing approximately 17% of the current eligible population.
- Poverty is not equally distributed in Denver, but is concentrated in certain neighborhoods, including those served by Clayton Early Learning Head Start.
- In 2011, 19% (52,000) of Denver's children were living in immigrant families, most of who originated from Latin America. Children in immigrant families are more likely than their peers to live in poverty, have parents with low levels of education and less likely to hear English spoken at home. These children are more at risk for entering school unprepared. Research shows that children in immigrant families benefit greatly from participation in quality early learning programs but tend to participate less than their peers.

Updated program information for Clayton Early Learning Head Start also reinforces the needs identified in the program's full application (2011). The 2011-2012 Program Information Report (PIR) covers a cumulative enrollment of 293 children and 274 families. The funded enrollment is 236 slots, of which 84 are full-day, 80 are part-day and 72 are home-based.

- Ethnicity: Children served were about half Hispanic and half non-Hispanic.
- Race: 29% Black/African American, 24% Biracial/Multi-Racial, 23% White, 1% Other and 31% Unspecified.
- 43% of children lived in a home where Spanish was the primary language.
- 18% of children were determined eligible to receive special education and related services; 23 children were diagnosed prior to enrollment and 20 during the year.
- Over half (55%) of children enrolled lived in single-parent families; 45% lived in two-parent families.

- In most (75%) two-parent families, only one parent was employed. In enrolled single-parent families, 37% of the parents were employed, and 63% were not working.
- The highest level of education obtained by 27% of the enrolled children's parents/guardians was less than high school graduate. Another 35% of parents/guardians had obtained the level of high school diploma or GED, and 34% had obtained an associate degree or attended some college or vocational school.
- 11% of enrolled children experienced homelessness during the year.
- A mental health professional consulted with the parents or guardians of 35% of enrolled children and had three or more consultations with program staff about 43% of enrolled children during the reporting period.
- About 40% of families (110) accessed at least one family service since the prior year's PIR was reported. The services accessed by families of enrolled children were
  - Parent education – 52 families
  - Emergency/Crisis Assistance – 39 families
  - Housing Assistance – 14 families
  - Adult education – 14 families
  - Mental health services – 14 families
  - ESL – 14 families
  - Health education – 14 families
  - Child support assistance – 10 families
  - Marriage/Relationship education – 10 families
  - Job training – 1 family

Clayton Early Learning Head Start completed an annual self-assessment in November 2012 (refer to Section II.C). This assessment encompassed Management Systems (program governance, program planning, communication, record-keeping and reporting, ongoing monitoring, and human resources management); Child Development and Health Services (prevention and early intervention, tracking and follow up, individualization, disabilities services, curriculum and assessment, and using child outcomes); Family and Community Partnerships (family partnership building, parent involvement, and community partnerships); ERSEA (eligibility, recruitment, selection, enrollment and attendance); and Program Design (facilities, materials, equipment and transportation). The self-assessment process provided a framework for intentional and systematic reflection on program strengths as well as opportunities to improve our comprehensive services to enhance outcomes for the children and families we serve. The program proposed in this renewal application builds on identified strengths, including use of data in program improvement, comprehensive services and effective partnerships. Action plans have been developed to address identified opportunities for improvement in a timely and accountable manner.

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

- Poverty is one of the most significant risk factors impacting every aspect of a child's life (physical, cognitive, academic and social emotional). Outcomes for children are enhanced when families, systems of care and community resources come together in support of developmental goals.
- Demand for Head Start programs and services continues to be strong.
- Significant disparities exist among income and ethnic groups in access to support services. Head Start continues to be a community resource to bridge these gaps.
- The increasing diversity of Denver's child population highlights the importance of having all children equipped with the necessary supports to grow and realize their full potential.
- A significant percentage of Head Start children come from culturally and linguistically different families. Head Start needs to continue providing culturally responsive services and programming.

- Families continue to 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 Early Learning Head Start in 2011 set out a specific service and recruitment area based on community needs. Data generated through the 2012 Update to the 2010 Community Assessment and the most recent program self-assessment continues to support the suitability of the area defined in that application.

## II. Program Options

Clayton Early Learning proposes to serve 236 Head Start children in its two schools, Clayton Early Learning School in Far Northeast and Educare Denver, and in the community in the 2013-14 program year. Thirty-two of these slots were awarded through a competitive application process conducted in 2009. Children and families will be served in five program options, as set forth below. Families requiring additional wrap-around services will have the opportunity to receive extended day and summer programming through braided funding streams. This program is funded through revenue received from Temporary Assistance for Needy Families (TANF), the Colorado Child Care Assistance Program (CCCAP), and tuition.

The funded enrollment of 236 children is predicated on the delegate agency's ability to raise additional funding necessary to sustain this enrollment. If the delegate agency is unable to obtain the necessary funds by August 30, 2013, it will immediately request from the city a reduction in enrollment of up to 16 children. The City will notify the delegate of its decision.

Table 1: Clayton Early Learning Head Start Program Options, 2013-14

Location	# Slots	Classrooms	Program Configuration
Educare Denver 3751 Martin Luther King Blvd.	48	Children integrated across 4 classrooms	Full day 3.5 hour Head Start day braided with wrap-around funding streams for a 6.5-10.5 hour day 4 days/week July-June
Clayton Early Learning School in Far Northeast 4800 Telluride St.	21 (floating)	Children integrated across 4 classrooms	Full day 3.5 hour Head Start day braided with wrap-around funding streams for a 6.5-10.5 hour day 4 days/week July-June
Educare Denver 3751 Martin Luther King Blvd.	80	5 classrooms	3.5 hour Head Start day 4 days/week September-May
Educare Denver 3751 Martin Luther King Blvd.	72	Home-based services	1 Home visit/week (90 minute) 1 Socialization & 1 Field Trip/month September-May
Clayton Early Learning Community Collaborations	15 (floating)	1 Classroom	3.5 hour Head Start Day 4 days/week Early Success Academy 4870 Chambers Road

### III. Program Approach and Expected Benefits or Results

#### A. Goals and Objectives

#### 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"> <li>• Parents develop a network supportive of their social, emotional, and parenting needs.</li> <li>• Families faced with a multitude of challenges and/or risk factors are more resilient.</li> <li>• Parents have enhanced awareness of their children’s optimal growth and development and how to support it.</li> <li>• Families experience success at working toward and achieving family goals.</li> <li>• Families move toward self-sufficiency.</li> <li>• Parents learn to become advocates for and facilitators of their children’s learning.</li> <li>• Staff develop skills and knowledge in Language and Literacy Development through professional development and training.</li> </ul>			
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"> <li>• 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 early learning standards.</li> <li>• 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.</li> <li>• Parent</li> </ul>	<ul style="list-style-type: none"> <li>• Process Measures:               <ul style="list-style-type: none"> <li>○ Parent surveys</li> <li>○ Review of FPAs, parent meeting agendas, ICCPs</li> <li>○ Sign-in sheets reflecting participation in events</li> <li>○ Family progress as reported in child/family reviews</li> </ul> </li> <li>• Outcome Measures:               <ul style="list-style-type: none"> <li>○ Child Assessments - analysis of longitudinal data in collaboration with DPS (including DRA and CSAP)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Monthly parent meetings in each classroom offer parent-child activities that support the classroom curriculum.</li> <li>• Quarterly Child Family Reviews offer staff and specialists the opportunity to review family and child goals, assess progress, and identify further</li> </ul>	<ul style="list-style-type: none"> <li>• During monthly parent meetings and semi-yearly Parent-Teacher conferences, all parents received individualized home-school activities to assist with scaffolding their children’s development while building on individual interests and family strengths. These activities are comprehensive, crossing all domains and designed to support families’ as the primary educator of their children. Twice per year teachers, CFEs and families set formal Individual Child Curriculum Goals and monitored the progress on these goals through child portfolios.</li> <li>• Child Family Reviews are integrated into ongoing data dialogue discussions and review again in Parent Teacher Conferences, Early Intervention and Collaboration Meetings.</li> <li>• Clayton Early Learning has completed the revisions of the HIPPA USA Age 3 and Age 4</li> </ul>



	<p>understanding of language and literacy development is enhanced and additional literacy materials and resources are in the home.</p> <ul style="list-style-type: none"> <li>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. See figure 1.</li> </ul>	<p>scores)</p> <ul style="list-style-type: none"> <li>Number of books in the home</li> <li>Reading frequency</li> <li>Completion frequency of home/school link activities</li> </ul>	<p>needs and supports.</p> <ul style="list-style-type: none"> <li>A curriculum committee (including parents and staff) will examine the rigor and outcomes of curricula implementation throughout the school. Current efforts include a study of evidence-based STEAM curricula for ECE programs to result in a recommendation for curricular focus.</li> </ul>	<p>curricula to enable parents from challenging socio-economic and educational circumstances to better prepare their children for the current school environment. The revised curricula has incorporated elements from common core standards and will be provided to and implemented nationally by 146 HIPPY programs for over 15,000 three and four year-olds. The curricula are currently being piloted across the country.</p> <ul style="list-style-type: none"> <li>Through additional philanthropic funding, a summer enrichment program was created for children and families who would not be attending school or receiving the HIPPY curriculum throughout summer months. The program focused on increasing families' knowledge around the Six Early Literacy Skills: Print Motivation; Phonetic Awareness; Print Awareness; Narrative Skills; Letter Knowledge; and Vocabulary. Nearly 50% of the HIPPY families enrolled in the voluntary program. On average (over the 6 weeks) families read 74 books with their children/ averaging 12 books a week. An interesting discovery was the frequency parents were re-reading the books that were distributed throughout the HIPPY curriculum. Over 40 HIPPY books were reported in the reading logs.</li> <li>Parent surveys indicated that 38% of parents of children enrolled in the Educare Denver school and HIPPY program reported reading to their children every and over half of parents (58%) reported having</li> </ul>																
<p>Figure 1</p>																				
<p align="center"><b>Bracken School Readiness, 3<sup>rd</sup> Edition Scores for Kindergarten-Bound Children Enrolled in Center-Based Option, Spring 2012</b></p> <table border="1"> <thead> <tr> <th>Group</th> <th>n</th> <th>SD</th> <th>Approx. Mean Score</th> </tr> </thead> <tbody> <tr> <td>All Children</td> <td>45</td> <td>21.95</td> <td>80</td> </tr> <tr> <td>Primary Language English</td> <td>28</td> <td>21.42</td> <td>80</td> </tr> <tr> <td>Primary Language Spanish or Other Language</td> <td>17</td> <td>23.30</td> <td>80</td> </tr> </tbody> </table>					Group	n	SD	Approx. Mean Score	All Children	45	21.95	80	Primary Language English	28	21.42	80	Primary Language Spanish or Other Language	17	23.30	80
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All Children	45	21.95	80																	
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Primary Language Spanish or Other Language	17	23.30	80																	
<p>Regardless of home language, Clayton children who face multiple risk factors, on average, go to Kindergarten equipped with foundational concepts necessary for academic school success.</p>																				

				<p>over 25 children’s books in their homes.</p> <ul style="list-style-type: none"> <li>• All staff have been trained on evidence based reading strategies (called Dialogic Reading). A team of four staff members will lead monthly trainings for all parents on Dialogic Reading throughout the year. Dialogic Reading techniques are also incorporated into parent meetings and home link activities.</li> <li>• CFEs partner with parents on an ongoing basis to create family portfolios that reflect their culture and document their experience in the program over time.</li> <li>• For the third year in row, I Love to Read Month activities occurred in February. These activities were aligned with the Dialogic Reading trainings mentioned above. The monthly family newsletters included a literacy corner that provided parents with developmentally appropriate ideas on how to incorporate reading into their family’s everyday life.</li> </ul>
<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"> <li>• 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.</li> <li>• 100% of parents identifying parenting skills, advocacy, guidance, and child development on their Family Partnership</li> </ul>	<ul style="list-style-type: none"> <li>• Parent feedback on: <ul style="list-style-type: none"> <li>○ Evaluation</li> <li>○ Grant Goals</li> <li>○ Activities</li> <li>○ Curriculum</li> <li>○ Training</li> </ul> </li> <li>• Sign-in sheets reflecting participation in parent meetings, and parent trainings</li> <li>• Circle of Parents attendance</li> <li>• Completion of family portfolios</li> <li>• 5x5 project</li> </ul>	<ul style="list-style-type: none"> <li>• Partner with Educare Learning Network and The Brazelton Touchpoints Center to implement the Touchpoints curriculum.</li> <li>• Partner with parents to capture and document each family’s story through creating a family portfolio.</li> <li>• Provide on-site parent support</li> </ul>	<ul style="list-style-type: none"> <li>• Results from the 2012-13 Qualistar rating indicated that the program is viewed as a valuable resource for families as evidenced by 92% of families responding that they were aware of the program’s efforts to develop strong partnerships with families.</li> <li>• Clayton Early Learning expanded its pilot Touchpoints program and trained and mentored an additional cohort of 24 staff to partner with parents in carefully watching and helping one another understand children’s behaviors, strengths, and</li> </ul>

	<p>Agreement (FPA) goals receive resources, referrals for intervention services, and/or parenting information.</p> <ul style="list-style-type: none"> <li>• Through program-provided training, parents better understand their child's developmental gains and regressions as part of the normal development process.</li> <li>• Parents and staff identify family physiological and safety needs (i.e. housing, food, clothing, financial literacy, health and wellness) and the related resources available to meet them in order to enhance their child's home learning environment</li> <li>• 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.</li> </ul>	<p>participation</p> <ul style="list-style-type: none"> <li>• Review of Parent Newsletters</li> <li>• Family Partnership Agreements (FPAs) review</li> <li>• Family Referral and resource follow-up</li> <li>• Home visitation tracking</li> <li>• Touch Points survey results</li> <li>• Family assessments</li> </ul>	<p>groups and parenting classes in English and Spanish.</p> <ul style="list-style-type: none"> <li>• CFEs and teachers collaborate with parents to expand everyday learning opportunities through home link activities.</li> <li>• 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.</li> <li>• Quarterly program-wide parent meetings offer training and support on a variety of topics related to child development and family engagement in their child's education.</li> <li>• 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.</li> <li>• Wellness activities are offered to families, including resource fairs,</li> </ul>	<p>growing capacities. A formal evaluation of this program is being completed by Brazelton Touchpoints Center. The first evaluation report indicates that participants trained show gains on all knowledge dimensions and this growth in knowledge remained stable. Participants indicated they felt better equipped to handle challenging situations with families and empower them, and their perceptions of organizational climate increased. Parents also reported positive and supportive relationships with staff.</p> <ul style="list-style-type: none"> <li>• For the Touchpoints evaluation, CFE's collected Year Two pre and post parent surveys relative to parent perceptions of the parent/child and parent/staff relationships.</li> <li>• The home-based HIPPY program received an on-site monitoring visit through HIPPY USA in December 2012. Both a HIPPY weekly staff meeting and a home visit were observed and the monitoring report indicated that staff were modeling the strategies necessary to support families in developing a positive home learning environment.</li> <li>• Family newsletters were distributed throughout the year and 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.</li> <li>• School events such as <i>I Love to Read Month, Culture Night,</i></li> </ul>
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			<p>Zumba, and exercise classes.</p> <ul style="list-style-type: none"> <li>• Clayton Early Learning's preschool home based program is part of the state-wide HIPPY network; the Home-Based Coordinator is a National trainer for HIPPY USA.</li> </ul>	<p><i>monthly dialogic reading trainings</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.</p> <ul style="list-style-type: none"> <li>• Father involvement within the Clayton community provided father-figures a safe and inviting opportunity to engage with their children, build healthy connections with other men and provide access to role models. One example was an event that connected father figures to their children through an exploration of music, musical instruments and movement.</li> <li>• The program anecdotally learned that grandparents often feel marginalized from participating in "parent events." To create more inclusion, grandparents were welcomed into the program for a special event to share their family's journey and engage in celebrating their heritage. Over 10% of families had grandparents attend, sparking new relationships and the potential for developing a network of grandparents.</li> <li>• 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</li> </ul>
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<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"> <li>• Staff understanding of child language and literacy development and adult learning strategies is enhanced.</li> <li>• Staff expand and implement developmentally appropriate family literacy practices and strategies.</li> <li>• Staff receive intensive training throughout the year on family literacy strategies.</li> </ul>	<ul style="list-style-type: none"> <li>• Staff participation in training through sign-in sheets feedback on evaluation forms</li> <li>• Early Language and Literacy Classroom Observation Tool (ELLCO) results</li> <li>• Documentation of staff work group activities</li> <li>• ECERS scores</li> <li>• CLASS Observation scores</li> </ul>	<ul style="list-style-type: none"> <li>• Intensive training and coaching for staff on implementing literacy strategies for children.</li> <li>• Staff workgroups provide an intentional focus on enhancing family centered services including groups on parent engagement, transitions, and language and literacy.</li> </ul>	<p>in the implementation of the Language Policy.</p> <ul style="list-style-type: none"> <li>• In the program’s ongoing evaluation study, parents reported on the frequency with which they did 12 cognitively stimulating activities (e.g., tell stories, work of arts and crafts, talked about what happened at school) during the past week with their children. On average, parents of children enrolled at Educare Denver reported high levels of involvement in these types of activities with their children. The average score was 1.4 (SD=.30), indicating that on average, parents engaged in these types of activities with their children between 1 and 3 times per week.</li> <li>• To garner the abundant benefits associated with children’s bilingualism, we continue to focus on improving dual language programming. We take 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 and guides staffing and programming decisions related to bilingualism.</li> <li>• 100% of staff have received training Dialogic Reading. Early Head Start teaching teams have received training on Cradling Literacy (a culturally responsive curriculum for infants and toddlers). A team of five Clayton staff are certified trainers in both of these approaches.</li> <li>• Cultural competency continues to be encouraged within our learning community as an</li> </ul>
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				<p>approach to strengthening our work and promoting language and literacy. For example, Culture Night provided an opportunity for families to celebrate and share their own cultural experiences, language, and traditions through stories, literature and film, music and movement, activities and crafts, food and art/artifacts. Families and staff nominated their own cultural heritage, beliefs, and traditions to share on Culture Night and activities were tied to home visits, parent meetings, socializations and classroom 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"> <li>• 100% of parents indicating an education goal on their FPA develop a realistic plan to achieve.</li> <li>• 100% of these parents receive support in identifying and addressing barriers in obtaining educational goals.</li> <li>• Effective partnerships with community agencies eliminate barriers to access ESL and GED classes.</li> </ul>	<ul style="list-style-type: none"> <li>• Review of FPA goals</li> <li>• Referral follow-up</li> <li>• COPA data sets</li> <li>• Visit forms/contact notes</li> <li>• Community Partnership List</li> </ul>	<ul style="list-style-type: none"> <li>• A partnership with Denver 360, a workforce development program with Denver Options, offers volunteer work opportunities for parents.</li> <li>• A staff workgroup supports parents in pursuing post-secondary education, including eliminating barriers to access.</li> <li>• Clayton Early Learning partners with local resource agencies to connect parents to GED and ESL classes and provides on-site resources.</li> </ul>	<ul style="list-style-type: none"> <li>• Staff partnered with parents to create relevant and meaningful goals that foster family growth and development. In the last year, 34 parents worked toward completing secondary and post-secondary goals, with 17% of these families meeting their goals. Another 28 families set goals around employment and job training and 7% met their goals.</li> <li>• CFEs referred 6 families to Emily Griffith Opportunity School and other GED/High School Diploma programs for on-going GED instruction and tutoring. The programs provided resource materials, study space and application/form support for parents pursuing further education. 18 parents were also referred to Focus Points for English instruction and other parent enrichment classes.</li> </ul>

**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"> <li>• Child development and wellness are enhanced through the delivery of health and nutrition services that supplement and complement those of the family.</li> <li>• Access to culturally relevant health and mental health services is improved and disparities reduced.</li> <li>• Through prenatal services, parent and child attachments are formed at the earliest possible time.</li> <li>• The social-emotional and physical environments of the organization and home promote child, family and staff excellence.</li> </ul>			
Objectives	Outcomes	Measures	Innovative Methods	Progress
Foster overall health of children and families through improved health, nutrition and physical activity practices.	<ul style="list-style-type: none"> <li>• Parent knowledge of good health and improved practice in implementing nutritious meals and physical activity strategies is enhanced.</li> <li>• Increased numbers of families have health insurance and receive improved quality in pediatric services.</li> <li>• 100% of education and family engagement staff implement family wellness activities within the program and the home through physical health and nutrition curricula.</li> <li>• Parents report a heightened sense of overall well-being.</li> <li>• Parent understanding of best practices in oral health and the importance of referral follow-up is enhanced.</li> </ul>	<ul style="list-style-type: none"> <li>• Participation evidenced by training evaluations and sign-in sheets</li> <li>• Monitoring action plans</li> <li>• PIR data review</li> <li>• Child health screening results</li> <li>• Child attendance in school</li> </ul>	<ul style="list-style-type: none"> <li>• Staff promote Family Wellness by researching parents’ interests through focus groups; implementing these ideas; sponsoring a family health fair; and hosting an annual Family Fun &amp; Fitness Day.</li> <li>• Clayton Early Learning 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.</li> <li>• Through a partnership with WIC, a dietician provides onsite support to families, children, and staff. In</li> </ul>	<ul style="list-style-type: none"> <li>• Through the Touchpoints evaluation study, family demographics indicated risk in key categories yet reported having lower than national average parental distress and parent-child dysfunctional interactions. Parental distressed significantly decreased from fall 2010 through summer 2011.</li> <li>• Through the Head Start Culture of Wellness grant, the Health team supported the work of two Health Promoters, one of which was a parent. The purpose of these positions was to ensure that parents were provided with their child’s height and weight information, individual recommendations, and project and community resources to meet their family’s health needs.</li> <li>• A resource fair for families provided health supports 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. For example, the Denver Public Schools Office of</li> </ul>

			<p>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.</p> <ul style="list-style-type: none"> <li>• Clayton Early Learning 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.</li> <li>• Clayton Early Learning is participating in a smoking cessation grant for parents and staff through the University of Colorado.</li> </ul>	<p>Parent Engagement provided a workshop for families designed to support engagement through the kindergarten transition process and beyond.</p> <ul style="list-style-type: none"> <li>• The annual program-wide parent meeting “Get Up and Get Moving” provided a data dialogue with families relative to obesity, physical activity, nutrition and mealtime, cultural traditions and other topics. Parents received <i>I am Moving, I am Learning</i> demonstrations and additional health information from Denver Great Kids Head Start staff.</li> <li>• Clayton Early Learning is collaborating with the University of Denver on a project to decrease Early Head Start infant and toddler toxic stress via a micro social video coaching model for parents. This project was funded as Early Head Start University Partnership Grant on Buffering Children from Toxic Stress through the federal Office of Planning, Research and Evaluation.</li> <li>• Parents were provided cooking classes for healthy eating through Cooking Matters.</li> <li>• As a strategy to support obtaining lead screenings and educate families about lead, the Health Team set up a table in our piazza to gather screening permission forms and distribute information to families about lead in their homes.</li> <li>• In the June 2012 CACFP Review, the program was found to be in full compliance and staff were complemented on their skill in using family dining techniques.</li> <li>• Onsite hearing, vision and dental screens were provided to children. A Denver Health</li> </ul>
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				enrollment van was scheduled to make on-site stops throughout the year to facilitate families in enrolling, re-enrolling, renewing, and obtaining their enrollment status for CHP+ and Medicaid coverage.
Foster overall health of staff through improved health, nutrition and physical activity practices.	<ul style="list-style-type: none"> <li>Staff knowledge of good health and improved practice in implementing nutritious meals and physical activity strategies is enhanced.</li> <li>100% of staff participate in the wellness program.</li> <li>Staff report a heightened sense of overall wellness.</li> </ul>	<ul style="list-style-type: none"> <li>Participation evidenced by training evaluations and sign-in sheets</li> <li>Monitoring action plans</li> <li>Staff attendance in school and at work</li> </ul>	<ul style="list-style-type: none"> <li>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.</li> <li>The Wellness Committee meets monthly to set direction and monitor results of the Wellness Program.</li> </ul>	<ul style="list-style-type: none"> <li>Our Employee Wellness Program continued to offer weekly yoga and Zumba classes for both staff and parents.</li> <li>Wellness educational lunches were offered on a quarterly basis to Clayton staff.</li> <li>Clayton Early Learning's employee fitness center provided staff with a treadmill, elliptical machine, cardio workouts, weight/resistance training, stretching and relaxation rooms.</li> <li>Staff were taught to renew, re-energize, and reward their bodies throughout the year through being provided healthy recipes and food tastings, healthy cooking contests, and a walking club.</li> <li>Free flu shots were provided to staff onsite through a collaboration with the program's health insurer.</li> </ul>
Provide individualized services for expecting mothers & families, including doula services; CB FANA curriculum; and specialized guidance in health, mental health and	<ul style="list-style-type: none"> <li>100% of all staff have an understanding of and promote comprehensive prenatal services.</li> <li>100% of prenatal mothers receive education on pregnancy &amp; childbirth.</li> <li>100% of prenatal mothers receive additional support in</li> </ul>	<ul style="list-style-type: none"> <li>Participation evidenced by training evaluations and sign-in sheets</li> <li>Community partnership agreements</li> <li>Home visit documentation</li> <li>FPA review</li> </ul>	<ul style="list-style-type: none"> <li>Staff implement the Brazelton CB FANA curriculum in their work with parents during the prenatal and perinatal periods.</li> <li>Prenatal yoga is offered to expecting mothers.</li> <li>Additional comprehensive services include</li> </ul>	<ul style="list-style-type: none"> <li>An interdisciplinary prenatal workgroup met monthly as a professional learning community to monitor and intensify prenatal services.</li> <li>The perinatal CFE received training and certification as a Labor Doula.</li> <li>Families were connected to yoga opportunities within the community.</li> <li>Health visits from a nurse included screening for depression indicators.</li> </ul>

<p>nutrition.</p>	<p>the areas of physical, mental, and nutritional health.</p> <ul style="list-style-type: none"> <li>• 100% of prenatal families implement a child transition plan.</li> </ul>		<p>mental health and nutrition supports.</p> <ul style="list-style-type: none"> <li>• The Perinatal Educator has diverse skills such as midwifery, doula and yoga instruction.</li> <li>• The Maternal Child Perinatal Program provides interested families with no cost Doula services.</li> </ul>	
<p>Identify parents at risk for depression.</p>	<ul style="list-style-type: none"> <li>• 100% of parents receive written materials upon enrollment pertaining to mental health issues and child abuse.</li> <li>• 100% of parents are offered the opportunity to complete a parent depression screener.</li> <li>• 100% of parents identified as needing treatment receive follow-up as appropriate to their screening results.</li> <li>• 100% of parents requesting treatment receive intervention through the program directly or by referral to community agencies.</li> </ul>	<ul style="list-style-type: none"> <li>• Completed screener</li> <li>• Documented referral process and follow-up</li> <li>• Records of parent training participation</li> <li>• Attendance in support groups</li> </ul>	<ul style="list-style-type: none"> <li>• Peer-led Circle of Parents support groups and parenting classes address parent mental health needs.</li> <li>• The Family Liaison Specialist is a trained LCSW counselor providing onsite family mental health services using cutting edge techniques such as EMDR for trauma.</li> <li>• A family pyramid model mirroring the child pyramid was developed and provides guidance and direction in meeting family social/emotional needs.</li> <li>• The CESD screener is conducted with all primary caregivers 2 times per year with</li> </ul>	<ul style="list-style-type: none"> <li>• Both center-based and HIPPIY parents reported high levels of competence as a parent. On a 5-point Likert scale (1=Strongly Disagree, 5=Strongly Agree), parents reported very high levels of competence (mean=4.23, SD=.61).</li> <li>• Parents were asked questions that measured how stressed they feel in their role as a parent. On average, scores for parental distress were low (mean=1.45, SD=.54), indicating that, on average, parents of children enrolled in Educare Denver do not feel unduly burdened by their responsibilities as parents.</li> <li>• Spring 2012 data indicated 9% of families screened at high risk for depression, 13% were at risk, and 78% were not at risk for depression. All families scoring at risk or above received follow-up including resources, referrals and treatment.</li> <li>• In association with the University of Denver, Clayton Early Learning infants, toddlers and preschoolers are and have participated in studies that measure the impact of toxic stress. This data will inform the</li> </ul>

			<p>services offered to high risk parents.</p> <ul style="list-style-type: none"> <li>• Mental Health Internships are available under the guidance of the Family Liaison Specialist to expand staff professional development.</li> </ul>	<p>design and evaluation of parent interventions designed to buffer toxic stress.</p> <ul style="list-style-type: none"> <li>• The role of the Family Liaison Specialist has been shifted to the Denver Children’s Advocacy Center to provide an increased network of mental health supports for Clayton families.</li> <li>• Through a collaboration with the Denver Children’s Advocacy Center, families in the home-based option are receiving additional supports to protect and teach their children about personal safety skills and child abuse prevention.</li> <li>• Through a collaboration with Denver Health, parents were provided with the Positive Parenting classes. The goal of this six part series is to support parents in helping their children feel loved, safe, and special; how play can help their child feel good about themselves and confident about all the things they can do; how to help children develop new friendships and friendship skills; learn about the meaning of children’s behavior and how to be clear about expectations and rules; how to help children understand and talk about their emotions; and planning for behavior challenges and teaching children new skills to replace challenging behaviors.</li> </ul>
<p>Formulate and adopt a mental health policy for children, families and staff.</p>	<ul style="list-style-type: none"> <li>• Approaches to mental health work are defined.</li> <li>• Provide opportunities for Clayton’s learning community to expand their understanding of the importance of social-emotional</li> </ul>	<ul style="list-style-type: none"> <li>• Work Group progress notes</li> <li>• Focus group feedback</li> <li>• Participation evidenced by training evaluations and sign-in sheets</li> <li>• The mental health policy</li> </ul>	<ul style="list-style-type: none"> <li>• A mental health policy and model based on current research is under development.</li> <li>• A body of evidence informed by the mental health model will be disseminated</li> </ul>	<ul style="list-style-type: none"> <li>• We have entered into a contract with Denver Children’s Advocacy Center to provide mental health services and work toward the articulation of a mental health policy.</li> </ul>

	<ul style="list-style-type: none"> <li>development.</li> <li>Publish a mental health policy disseminate guidance to the community.</li> </ul>		<ul style="list-style-type: none"> <li>through national networks in conjunction with Clayton Early Learning's designation as a Center of Excellence.</li> </ul>	
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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 Early Learning'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"> <li>Intentional, focused teaching practices lead to better outcomes for children.</li> <li>Children's educational plans are strengthened by aligning EHS, HS, and state academic standards.</li> <li>Curriculum is individualized for each child.</li> <li>Pro-social skills enable a child to relate effectively to diverse populations in their community.</li> <li>Positive approaches to learning are cultivated in all children.</li> <li>Children are successfully transitioned to the next developmental level</li> <li>A foundation is laid for long-term school success.</li> </ul>			
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"> <li>Build new linkages from Clayton Early Learning to DPS that enhance Head Start/Kindergarten transition activities.</li> <li>Establish mechanisms (i.e. focus groups, lunch and learns, workshops, trainings) for DPS and Clayton Early Learning to consider and align their respective programs relative to the birth to age eight continuum emerging in state policy.</li> <li>Collaborate with neighborhood elementary, private,</li> </ul>	<ul style="list-style-type: none"> <li>Process Measures: <ul style="list-style-type: none"> <li>Enrollment and participation in Parent Alumni Group</li> <li>Attendance at and evaluation of brown bags, workshops and trainings</li> <li>Document review of child transition records</li> </ul> </li> <li>Outcome Measures: <ul style="list-style-type: none"> <li>Child Assessments - analysis of longitudinal data in</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Through a public/private partnership, Clayton Early Learning works closely with Barrett Elementary to align philosophical approaches, enhance transitions into elementary school, and engage parents.</li> <li>The DPS Director of Early Education and the Barrett Elementary principal sit on the Clayton Early Learning Board of</li> </ul>	<ul style="list-style-type: none"> <li>Clayton Early Learning has an active and engaged transition committee that continues to improve the effectiveness of transitions and empower parents to continue into the public school system as their child's strongest advocate.</li> <li>The transition process and procedures were revised and refreshed with new checklists incorporated to guide staff and parents through a transition.</li> <li>The program hosted a well-attended "School of Choice" night. The goal of this event is to educate parents on their options for kindergarten and support them in identifying the program that best meets their needs. Local public, charter and private schools were invited and provided the opportunity to</li> </ul>

	<p>charter, and magnet schools to create a microcosm of seamless birth to age eight programming to inform partnership work at the district level.</p> <ul style="list-style-type: none"> <li>• Develop a Parent Alumni Group to provide peer support to parents with children transitioning into the public school system.</li> </ul>	<p>collaboration with DPS (to include DRA and CSAP scores)</p>	<p>Directors.</p> <ul style="list-style-type: none"> <li>• Teachers, CFEs and an administrator participate on an ongoing Transition Workgroup that addresses effective transitions for all children going to Kindergarten.</li> <li>• Clayton Early Learning provides information and assistance related to the process of selecting a School of Choice.</li> <li>• 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).</li> <li>• The Clayton President sits on the Early Childhood Leadership Council.</li> </ul>	<p>present their educational programs to parents and host tables for parents to visit and gather additional information. This year, 11 schools participated and 50 parents attended.</p> <ul style="list-style-type: none"> <li>• Program staff have participated in a Denver initiative to bring together public school staff and early childhood educators to strategize and plan for more effective transitions into the schools. Staff took part in a focus group that convened these stakeholders together to explore what strategies are working and what challenges must be addressed. The next step in the process is to meet with teachers and principals from our neighborhood schools to continue the process and develop transition plans.</li> </ul>
<p>Ensure integration of child development and family support services.</p>	<ul style="list-style-type: none"> <li>• Deliver seamless services to families and their children (pre-birth to five years) using a holistic, interdisciplinary approach.</li> <li>• Provide an</li> </ul>	<ul style="list-style-type: none"> <li>• BLN parent and staff survey results</li> <li>• Document review of FPAs, parent meeting agendas, parent communications, Child Family Reviews</li> </ul>	<ul style="list-style-type: none"> <li>• Classroom teams prepare Home Links for families that provide suggestions for extending classroom learning into the home to further</li> </ul>	<ul style="list-style-type: none"> <li>• The organizational structure strengthens both the content expertise and integration of education and family support services. Under this structure, all Educare Denver preschool classroom teachers have become reliable on Teaching Strategies (TS) Gold. An</li> </ul>

	<p>organizational structure with coordinated administrative/ management services and strong instructional leadership to support integration.</p>	<ul style="list-style-type: none"> <li>• Parent interviews</li> </ul>	<p>support children’s development.</p> <ul style="list-style-type: none"> <li>• 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 examine “research to practice” and enhance integration of existing services.</li> <li>• 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.</li> </ul>	<p>interdisciplinary work group met to develop recommendations for the use of TS GOLD as a communication tool with parents.</p> <ul style="list-style-type: none"> <li>• CFEs attended weekly coaching sessions for classroom teachers to foster more effective teacher/CFE collaboration in planning monthly activities.</li> <li>• CFEs attended quarterly Child/Family Reviews, parent teacher conferences and Early Intervention meetings with the classroom team.</li> <li>• Home-based CFEs planned weekly with parents for individualized child development activities.</li> <li>• Weekly home-based coaching sessions (aligned with classroom curriculum and activities) addressed the integration of child development concepts and family services in critical thinking.</li> </ul>
<p>Integrate the social/emotional Teaching Pyramid model and philosophy throughout the program.</p>	<ul style="list-style-type: none"> <li>• Relationships between parents and staff are enhanced.</li> <li>• Resources and strategies to support the social and emotional development of children are enhanced.</li> <li>• Classroom environments are emotionally supportive classroom.</li> <li>• The organizational climate is positive.</li> </ul>	<ul style="list-style-type: none"> <li>• Inventory of Practice Checklist</li> <li>• Monitoring action plans</li> <li>• Participation evidenced by training evaluations and sign-in sheets</li> <li>• Social/emotional assessments</li> <li>• CLASS results</li> <li>• DECA results</li> <li>• Organizational Climate Inventory results</li> </ul>	<ul style="list-style-type: none"> <li>• To promote strong social/emotional services, Clayton Early Learning created an intensive social/emotional program model that features onsite individualized mental health support.</li> <li>• Staff and parents participate in intensive training on social/</li> </ul>	<ul style="list-style-type: none"> <li>• On average, DECA evaluation data indicated 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 HIPPY reported high levels of concerns about their children’s behaviors.</li> </ul>

	<ul style="list-style-type: none"> <li>Interactions between children, families, and staff are culturally competent and respectful.</li> </ul>		<p>emotional development and relationships.</p> <ul style="list-style-type: none"> <li>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.</li> <li>A Cultural Competency Workgroup with diverse representation from staff and parents engages in dialogue about the importance of cultural competency work, where it could lead the organization, and what to do with resistance to change.</li> <li>An annual Culture Night honors and highlights diverse family cultures.</li> </ul>	
Prepare the indoor and outdoor environment.	<ul style="list-style-type: none"> <li>100% of classrooms receive a 5.5 or better cumulative score on the ECERS or ITERS (environment).</li> <li>100% of classrooms</li> </ul>	<ul style="list-style-type: none"> <li>ECERS and ITERS results</li> <li>ELLCO results</li> </ul>	<ul style="list-style-type: none"> <li>Teachers, CFEs, and an administrator form the Natural Environment Project Community that</li> </ul>	<ul style="list-style-type: none"> <li>Results from the 2012-13 Qualistar rating indicated the program maintained high quality ratios. The report stated, "Having these low adult to child ratios in place, the teachers are able to tailor their</li> </ul>

	(3-5) show improvement in the ELLCO (environment).		<p>focuses on ensuring children receive direct exposure to nature on a daily basis to enhance their physical and emotional development.</p> <ul style="list-style-type: none"> <li>• Clayton Early Learning offers children and families a state of the art facility that was designed and built specifically to support program goals.</li> <li>• The Clayton Institute supports the program in “research to practice” as it relates to developmentally appropriate environments.</li> </ul>	<p>interactions and activities to meet the unique needs and interests of the children. In addition, the small group sizes in each classroom promote calm and orderly learning environments for the children and optimal working conditions for the staff. The program should be commended for being committed to child-centered care and early learning!”</p> <ul style="list-style-type: none"> <li>• Classroom observations with the ITERS-R this year resulted in an average score of 6.02 out of a possible 7. Scores of 5 or above on this measure are generally considered to be indicative of good quality.</li> <li>• Average scores for the classrooms observed with the ECERS-R this year were 5.92 out of a possible 7. Scores of 5 and above are generally regarded as indicative of good quality.</li> <li>• The Natural Environments Project Community focused extensive efforts 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 worked with Comcast, XCEL Energy and other business partners develop a discovery garden and add natural elements to enhance the natural environments in our outdoor play spaces and surroundings.</li> </ul>
Plan and implement curriculum to support age appropriate	<ul style="list-style-type: none"> <li>• 100% of children demonstrate developmentally appropriate gains in each developmental</li> </ul>	<ul style="list-style-type: none"> <li>• Birth-3 Screenings &amp; Assessments <ul style="list-style-type: none"> <li>○ Learning Through Relating (LTR)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Clayton Early Learning convened a conference for classroom staff</li> </ul>	<ul style="list-style-type: none"> <li>• Clayton established overarching School Readiness Goals for all children and families prenatal through age five. Goals reflect a comprehensive approach to all</li> </ul>



<p>proficiency in</p> <ul style="list-style-type: none"> <li>• Language, literacy, and communication</li> <li>• Problem solving</li> <li>• Social and Emotional</li> <li>• Physical (small/large motor)</li> <li>• STEAM – Science, technology, engineering, arts, mathematics</li> <li>• English language acquisition.</li> </ul>	<p>domain (curriculum).</p> <ul style="list-style-type: none"> <li>• 100% of dual language learners show progress in receptive and expressive English language skills and engagement in English literacy activities (curriculum).</li> </ul>	<ul style="list-style-type: none"> <li>○ Ages and Stages Questionnaire (ASQ)</li> <li>○ The Ounce Scale</li> <li>○ DECA IT</li> <li>○ Early Communicator Indicator</li> <li>○ Bayley</li> <li>• 3-5 Screenings &amp; Assessments <ul style="list-style-type: none"> <li>○ Teaching Strategies GOLD</li> <li>○ ESI</li> <li>○ PPVT</li> <li>○ PALS</li> <li>○ Bracken</li> <li>○ DECA</li> <li>○ Lesson plan review</li> </ul> </li> </ul>	<p>and coaches on the Project Approach conducted by Judy Helm.</p> <ul style="list-style-type: none"> <li>• A workgroup of staff from the Clayton Institute and the program completed the first version of the Clayton Language Policy.</li> <li>• The Clayton Institute is collaborating with the program in implementing practices to enhance outcomes for all children in STEAM- science, technology, engineering, the arts and mathematics.</li> <li>• Clayton Early Learning in collaboration with the Clayton Institute has updated a model for coaching that enhances peer coaching and leadership development for classroom staff.</li> <li>• At the monthly Strategic Planning &amp; Instructional Leadership meeting, Clayton Institute and program staff review and analyze program data and strategically plan</li> </ul>	<p>domains of child and family development.</p> <ul style="list-style-type: none"> <li>• During the spring of 2012, preschool children enrolled in the Center-Based option were assessed on a measure of receptive English vocabulary, the PPVT. On average, their scores were within the average range. However, there was a significant difference by children’s primary language. As expected, children whose primary language was English scored significantly higher than children whose primary language was Spanish or another language.</li> <li>• Spanish speaking preschool children in the Center-Based option were assessed in the spring with the Spanish Preschool Language Scale, 4<sup>th</sup> Edition. On average, children’s scores were slightly above the national mean of 100 for both the auditory comprehension and expressive communication subtests.</li> <li>• Preschool-aged children in the Center-Based option who were old enough to start kindergarten in the 2012-2013 school year were administered the Bracken School Readiness Assessment. A variable was constructed to indicate whether children met or exceeded two cutoff scores (85 and 100). Over 66% of children met or exceeded the cutoff of 85 regardless of primary language. When a score of 100 was used as a cutoff, more children whose primary language was English scored above 100 than children whose primary language is Spanish.</li> <li>• The ECI is a play-based communication assessment</li> </ul>
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			<p>for program improvement.</p>	<p>administered to children younger than age 3 in the winter and summer. At both times points, the mean score for Educare Denver children slightly exceeded the average of 100. This suggests that children enrolled in Educare are, on average, developing at a typical rate.</p> <ul style="list-style-type: none"> <li>• Mean scores for toddlers assessed with the Bayley during the 2011-12 school year fell solidly within the average range for all subscales</li> <li>• 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. Children in full-day and part-day classrooms were similar in their scores over time.</li> <li>• 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.</li> <li>• In partnership with the University of Colorado, teachers and coaches field tested a tool to support Head Start coaches nationally. The project was initiated through the National Center for Quality Teaching and Learning to develop technology-based coaching platforms to share, upload and reflect on teaching practices.</li> </ul>
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<p>Ensure appropriate teacher/child interactions through use of the CLASS domains of:</p> <ul style="list-style-type: none"> <li>• Emotional Support</li> <li>• Classroom Organization</li> <li>• Instructional Support.</li> </ul>	<ul style="list-style-type: none"> <li>• Maintain scores that exceed the national average in the domain of Emotional Support.</li> <li>• Maintain scores that exceed the national average in the domain of Classroom Organization.</li> <li>• Reach a four in all dimensions of Instructional Support.</li> </ul>	<ul style="list-style-type: none"> <li>• CLASS results</li> <li>• PITC PARS results</li> </ul>	<ul style="list-style-type: none"> <li>• The Clayton Institute partners with Clayton Early Learning in training and coaching teachers, and evaluating classrooms using the CLASS to improve their performance on all CLASS domains.</li> </ul>	<ul style="list-style-type: none"> <li>• On the CLASS Pre-K, teachers' scores exceed national averages. When comparing classroom data over time, it is clear that, Educare Denver preschool classrooms have been providing high-quality care consistently over time.</li> <li>• By observing Toddler classrooms at Educare Denver using the CLASS Toddler, data support the conclusion that these classrooms provide high-quality, stimulating environments for the children who attend. Educare Denver teachers were observed having deep conversations with children and offering stimulating materials and activities in well-organized classroom environments.</li> <li>• Educare Denver infant and toddler classrooms participated in the norming research for a new monitoring tool being developed by Mathematica out of the Office of Head Start. This tool is intended to measure effective interactions in Early Head Start center-based programs.</li> </ul>
<p>Apply data to inform individual child education goals.</p>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 100% of enrolled children have a current Individual Child Curriculum Plan (ICCP).</li> </ul>	<ul style="list-style-type: none"> <li>• Lesson plan review</li> <li>• ICCP review</li> <li>• Clayton Early Learning Language Policy review</li> <li>• Birth-3 Screenings &amp; Assessments: <ul style="list-style-type: none"> <li>○ LTR</li> <li>○ ASQ</li> <li>○ The Ounce Scale</li> <li>○ DECA IT</li> </ul> </li> <li>• 3-5 Screenings &amp; Assessments: <ul style="list-style-type: none"> <li>○ Teaching Strategies GOLD</li> <li>○ PPVT</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Clayton Early Learning utilizes a continuous improvement process that reviews and analyzes all program data on a regular schedule, using the information to inform program planning and improve practice.</li> <li>• The Clayton Institute along with the program has developed a</li> </ul>	<ul style="list-style-type: none"> <li>• Through the use of data dialogue techniques and ongoing conversations around TS Gold data, mathematics development has been identified as a developmental domain needing more intentional focus. The curriculum committee will explore and make curricular recommendations to impact individual child education goals. These recommendations will address mathematics within an integrated approach towards early Science, Technology, Engineering and Mathematics (STEM) learning.</li> </ul>

	<ul style="list-style-type: none"> <li>• ICCPs are tied to screenings and assessment.</li> <li>• Lesson Plans reflect ICCPs.</li> </ul>	<ul style="list-style-type: none"> <li>○ PALS</li> <li>○ Bracken</li> <li>○ DECA</li> </ul>	<p>coaching system that includes regular review and analysis of classroom data to inform planning and practice.</p> <ul style="list-style-type: none"> <li>• Classroom teams develop child portfolios for each child that are used to assess children's development and share results with parents to inform mutual goal setting.</li> <li>• Clayton Early Learning has a prescribed data cycle that places data analysis and application into the ongoing schedule and routine of the program.</li> </ul>	
<p>Provide the prescribed interventions to all children identified with special needs defined by their IFSP/IEPs.</p>	<ul style="list-style-type: none"> <li>• 100% of enrolled children receive a developmental, social-emotional, vision, and hearing screening within 45 days.</li> <li>• 100% of children identified in screening as needing a referral are referred for further testing and observation.</li> <li>• 100% of children who qualify for an IFSP or IEP are staffed within 45 days of referral.</li> <li>• ICCPs reflect IFSP or IEP goals</li> <li>• Lesson plans reflect</li> </ul>	<ul style="list-style-type: none"> <li>• Birth-3 ASQ/Denver II and 3-5 ESI results</li> <li>• Birth-3 DECA IT and 3-5 DECA results</li> <li>• Vision and Hearing Screening Report</li> <li>• IFSP/IEP in process tracking review</li> <li>• Review disability tracking</li> <li>• Review collaborative lesson plans for service delivery</li> </ul>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• An Early Intervention Tool Kit was developed</li> </ul>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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 Early Learning, Sewall Child Development Center, Denver Health &amp; Hospitals, Denver Options, private consultants,</li> </ul>

	ICCPs/IFSPs/IEPs.		<p>to support families, whose native language is not English, through the process of referral and identification.</p> <ul style="list-style-type: none"> <li>• Quarterly Early Intervention (EI) meetings with management staff and service providers ensure EI services are seamless, comprehensive and address identified needs.</li> <li>• Quarterly Child Family Reviews offer staff and specialists the opportunity to review family and child goals, assess progress, and identify needs and supports.</li> </ul>	<p>and Denver's Great Kids Head Start.</p> <ul style="list-style-type: none"> <li>• In quarterly Child/Family Reviews, parents and interdisciplinary teams collaborated to create plans and strategies around individualized family goals.</li> </ul>
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**Goal 4: EFFECTIVE WORKFORCE**

Clayton Goal:	Clayton Early Learning staff will demonstrate the skills, knowledge and dispositions to deliver high quality culturally competent, integrated services.	
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Benefits:	<ul style="list-style-type: none"> <li>• Staff are trained and appropriately qualified for their position.</li> <li>• Organizational culture embraces and implements current research and best practices for children and families.</li> <li>• Services to families are integrated across service areas.</li> <li>• Staff use current technology tools and resources to enhance workflow efficiency.</li> <li>• Staff engage in ongoing opportunities for learning and professional growth with an on-going focus on providing and enhancing culturally responsive practice.</li> <li>• Staff demonstrate through their performance and proficiency, the knowledge and skill enhancement gained through training/professional development.</li> <li>• Staff implement the continuous improvement model to reflect on data and reach program goals and outcomes.</li> <li>• 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.</li> </ul>				
Objectives	Outcomes	Measures	Innovative Methods	Progress	
Provide ongoing and quality training opportunities for staff in all service areas.	<ul style="list-style-type: none"> <li>• 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 strategies; health and mental health issues.</li> <li>• 100% of all management staff participate in coaching/reflective supervision/leadership training.</li> <li>• 100% of all program staff participate in</li> </ul>	<ul style="list-style-type: none"> <li>• Review NAEYC Portfolios</li> <li>• COPA data sets</li> <li>• Training calendar tracking</li> <li>• Program activity tracking</li> <li>• Review Professional Development Plans (PDPs)</li> <li>• Wellness Program attendance</li> <li>• New Employee Training Plan documentation</li> <li>• School transcripts, credentials, certificates, and degrees</li> <li>• HR Online or SOLAR system implementation</li> <li>• Educare Implementation Checklist</li> <li>• Staff Portfolios documenting professional growth</li> </ul>	<ul style="list-style-type: none"> <li>• A 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 in-depth Early Childhood Leadership program, providing graduate level credit and tuition at no charge.</li> <li>• The Clayton Early Learning Institute collaborates with the program to disseminate research and data to improve practice and inform public policy; staff receive training</li> </ul>	<ul style="list-style-type: none"> <li>• In addition to teachers, all staff attended more than the minimum 15 clock hours of professional development per year required by the Head Start Act.</li> <li>• Staff development, as noted in the 2012-13 Qualistar rating was a strength. The report stated, "Clearly the education of the staff at this center is a priority. This commitment to education provides a solid foundation for the continuing support of the children in the program. Teachers' formal training in early childhood education is reflected in the quality of their interactions with children and in the variety of activities they offer which promote children's language, reasoning, math, and social skills."</li> <li>• As a nationally designated Center of Excellence in Early Childhood, coaching activities are a central focus. To deepen teacher reflection on their practice, Clayton Early Learning restructured the organization to</li> </ul>	

	<p>activities designed to expand their cultural competence.</p> <ul style="list-style-type: none"> <li>• 100% of staff will be offered support and education in maintaining a healthy lifestyle at work and at home.</li> <li>• Core competencies that align with expectations for child &amp; family outcomes will be developed to inform professional development plans.</li> </ul>		<p>on the Continuous Improvement Model to use data to inform decision making at all levels.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Professional development is a work culture priority with 2 weeks of pre-service training and 2 monthly training days provided.</li> <li>• Clayton Early Learning collaborates with HIPPIY USA and the Colorado Parent and Child Foundation for training and technical assistance for home-based staff.</li> <li>• CFEs enhance their professional tool box by attending monthly Lunch and Learn trainings and</li> </ul>	<p>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> <ul style="list-style-type: none"> <li>• Clayton Early Learning, 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.</li> <li>• In addition to the 8 pilot staff trained in the Touchpoints approach, a second cohort of 24 staff received intensive training and participated in monthly mentor groups and peer reflection reflections to support the transfer of this knowledge into their practice.</li> <li>• Articulation of core job competencies began, starting with the classroom teaching teams, CFEs and Mentor Coaches, and working outward to management and administrative supports.</li> <li>• 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 included Cultural Competency, Wellness, Natural Environments, Technology, Family Literacy, Project Thrive, Touchpoints, Family Engagement, and Child</li> </ul>
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			reflective practice groups.	<p>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.</p> <ul style="list-style-type: none"> <li>Clayton Early Learning has presented promising practices at local, state, regional and national.</li> </ul>
Equip staff to pursue professional development and individual education goals as detailed in their PDPs.	<ul style="list-style-type: none"> <li>100% of all program staff have an education plan that incorporates training needs, formal education goals, and timelines for achievement.</li> <li>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.</li> <li>For those CFEs without a Bachelor's degree, 100% have an education plan with a timeline to meet this objective.</li> <li>100% of staff</li> </ul>	<ul style="list-style-type: none"> <li>PDP review</li> <li>School transcripts, credentials, certificates, and degrees</li> </ul>	<ul style="list-style-type: none"> <li>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.</li> <li>Support for teachers to meet their professional goals includes onsite advising, tuition and book reimbursement, laptops, and substitutes to attend classes.</li> <li>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</li> </ul>	<ul style="list-style-type: none"> <li>7 Clayton Early Learning staff took classes toward an AA degree, 11 toward a BA, 11 toward a MA, 2 toward a PhD and 22 toward certifications and credentials.</li> <li>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. The alignment of LTR with TS Gold is a current focus of the professional development work between coaches and teachers.</li> </ul>



	<p>are trained on the use of professional development plans and core competencies.</p> <ul style="list-style-type: none"> <li>• Through reflective supervision, 100% of staff receive guidance on strategies to achieve goals.</li> </ul>		performance.	
Incorporate technology and data use into all program areas and operations.	<ul style="list-style-type: none"> <li>• 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>.</li> <li>• 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</li> </ul>	<ul style="list-style-type: none"> <li>• COPA data sets</li> <li>• Training tracking</li> <li>• 5 year tracking cards</li> </ul>	<ul style="list-style-type: none"> <li>• Staff train their peers on the use of SMART technology through a training model called the 21<sup>st</sup> Century Classroom Fellows; SMART technology is integrated into lesson plans.</li> <li>• Automated attendance and billing systems improve efficiencies in systems and tracking.</li> <li>• The Clayton Early Learning intranet provides easy access to reports and workspaces and facilitates communication and information sharing across teams, on and off site.</li> <li>• Technology training is integrated into the new employee</li> </ul>	<ul style="list-style-type: none"> <li>• Clayton Early Learning staff continued to support one another in technology learning including but not limited to formal training during pre-service.</li> <li>• The technology model focused on developing Program Associate's knowledge and capacity to address day to day issues by providing them weekly technology coaching.</li> <li>• The new and refreshed Clayton Early Learning website was launched last program year. Parents have the capacity to submit an enrollment interest form directly through the website.</li> <li>• In alignment with 21<sup>st</sup> Century learning and technology skills, all classrooms received iPads and community and home-based CFEs received Wi-Fi accessible tablets to access information and provide the tools to for authentic assessment, classroom studies, child portfolios, program documentation, and other respective tasks.</li> <li>• Education Mentor Coaches began engaging in an observation pilot with the National Center for Quality</li> </ul>

	<p>planning and decision making.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 100% of supervisory staff and other selected staff are trained in and use SMART Technologies.</li> <li>• 100% of staff engage in reflective practice through being observed, reviewing and analyzing relevant data, and participating in reflective supervision discussions.</li> </ul>		<p>orientation and staff receive support to complete a 5-year technology plan based on Head Start's <i>20 Technology Skills Every Educator Should Have</i>.</p> <ul style="list-style-type: none"> <li>• 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 documentation.</li> <li>• All staff participate in reflective supervision.</li> </ul>	<p>Teaching and Learning. This pilot will develop systems for observation using technology tools.</p> <ul style="list-style-type: none"> <li>• Sesame Workshop selected the Educare Denver school as one of three sites in the nation to beta test new early childhood curriculum based on appropriate use of educational technology and Sesame's premier research-based content.</li> </ul>
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Goal 5: FISCAL INTEGRATION – To integrate fiscal understanding and responsibility throughout all aspect of programmatic efforts

Clayton Goal:	Clayton Early Learning 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.	
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Benefits:	<ul style="list-style-type: none"> <li>• The mission of Clayton Early Learning continues to be carried out.</li> <li>• Full compliance with financial reporting and tax laws.</li> <li>• Transparency, accuracy, and consistency in financial and budget reporting.</li> <li>• Strong oversight of programs and activities and protection of assets.</li> <li>• The financial foundation to capitalize on early learning opportunities.</li> <li>• Eligibility to receive ongoing government funding</li> <li>• Increased public awareness and understanding of the program.</li> </ul>				
Objectives	Outcomes	Measures	Innovative Methods		
Implement and maintain appropriate standards to steward resources.	<ul style="list-style-type: none"> <li>• Comprehensive and effective fiscal operating procedures are in place.</li> <li>• Reasonable, necessary, and allowable expenses are reimbursed.</li> <li>• Monthly financial and budget reports are distributed, reviewed, and discussed with management staff and policy council to inform program planning.</li> <li>• Monthly financial and budget reports are distributed to the Board of Directors.</li> <li>• The annual audit results in an unqualified opinion indicating there are no reservations concerning the financial statements.</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly financial reports</li> <li>• Minutes of Board, Audit Committee, and Policy Council meetings</li> <li>• Fiscal Standard Operating Procedures</li> <li>• Annual budget</li> <li>• Bylaws</li> <li>• Audit report</li> </ul>	<p>Clayton Early Learning is able to leverage its impact on the Head Start community it serves in the following ways:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• The building was constructed by and is owned by Clayton Early Learning and provided rent-free to Clayton Early Learning.</li> <li>• Clayton Early Learning maintenance staff provide grounds keeping services year round, snow removal and building maintenance at no charge to Clayton Early Learning as a component of</li> </ul>	<ul style="list-style-type: none"> <li>• The Financial, Investment and Real Estate Committee and Board of Trustees reviewed the Clayton Early Learning FY11-12 audited financials for the year ending June 30, 2012. The Early Head Start (EHS) and Head Start (HS) net assets decreased approximately \$471,000 from the prior year as a result of decreases in revenue from Denver Preschool Program and the Colorado Child Care Assistance. Reserves built up from non-federal sources were spent down to enable the program to continue to provide high quality services.</li> <li>• Clayton Early Learning received an unqualified opinion on the financial reports for the Educare Denver program. There was one finding of non-compliance relative to a new report filing requirement under FFATA. A retroactive report will be filed. The auditors congratulated the accounting staff for maintaining good internal controls.</li> <li>• The form 990 deadline was extended to 2/15/13 to allow adequate board review prior to filing.</li> </ul>	

			<p>the non-federal match</p> <ul style="list-style-type: none"> <li>Clayton Early Learning Institute's professional development specialists and coaches help Clayton Early Learning raise their work with children to the highest professional level. The interaction between Institute and program staff is ongoing and leverages the proximity of the Institute's professional expertise to the Clayton Early Learning staff.</li> </ul>	
<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"> <li>Reports required under contracts and to federal, state and local authorities are completed in a timely, efficient, and accurate manner.</li> <li>Written personnel and fiscal policies and procedures ensure confidentiality and security of all data and funds related to children, families, and staff.</li> <li>Human resource policies and procedures support the</li> </ul>	<ul style="list-style-type: none"> <li>COPA data sets</li> <li>Contract reports</li> <li>Federal accounting system reports</li> <li>Standard Operating Procedures</li> <li>Fiscal Standard Operating Procedures</li> <li>Employee, Supervisor, and Parent Handbooks</li> <li>Organization structure</li> </ul>	<ul style="list-style-type: none"> <li>Clayton Early Learning administration provides comprehensive services to staff, management and governing boards of Clayton Early Learning by providing accounting, payroll and fiscal reporting services; the full range of human resources services including recruitment, hiring and</li> </ul>	<ul style="list-style-type: none"> <li>Fiscal policies and systems were reviewed during the triennial federal on-site monitoring review. The program was found to be in compliance with all applicable Head Start Program Performance Standards, laws, regulations, and policy requirements with no corrective actions required.</li> <li>Fiscal systems were reviewed during the annual self-assessment and no areas of non-compliance were noted.</li> </ul>

	<p>accomplishment of program objectives/ outcomes and clearly delineate lines of supervision.</p>		<p>benefits; and oversight by the President/CEO and Vice President for Clayton Early Learning. 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"> <li>• Spending reflects responsiveness to annual self-assessment recommendations.</li> <li>• Federal reviews result in no areas of non-compliance.</li> <li>• Program maintains accreditation and 4-Star Qualistar rating.</li> <li>• Staff demonstrate the skills, knowledge and dispositions to deliver high quality culturally competent services.</li> <li>• Program is strengthened through integrated and creative solutions to issues and financial challenges resulting from transparent and well facilitated governance, management, and staff discussions.</li> </ul>	<ul style="list-style-type: none"> <li>• Annual budget</li> <li>• Financial statements</li> <li>• Self-Assessment action plans</li> <li>• NAEYC Accreditation</li> <li>• Qualistar Rating</li> <li>• Annual Evaluation Report</li> <li>• Minutes of Board, Audit Committee, Policy Council, management and staff meetings</li> </ul>	<ul style="list-style-type: none"> <li>• By harnessing the financial strength of Clayton Early Learning, Clayton Early Learning is able to focus its federal and other funding streams directly on the Head Start programs and reduce overhead and keep non-program budget costs to a minimum.</li> </ul>	<ul style="list-style-type: none"> <li>• The program was found to be in compliance with all applicable Head Start Program Performance Standards, laws, regulations, and policy requirements with no corrective actions required.</li> <li>• The program received a 4-Star Qualistar rating.</li> <li>• Systems for accessing revenue streams including CCCAP and DPP were reviewed and revised.</li> <li>• To ensure for ongoing full enrollment, all ERSEA procedures were reviewed and revised to eliminate barriers in selection and enrollment processes.</li> </ul>

## B. Other Results and Benefits

**Indicators of Program Quality.** Clayton Early Learning has been a leader in full implementation of the performance standards for over 16 years, as evidenced by these ongoing indicators of program quality:

- In September 2010, Clayton Early Learning 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 Early Learning's federal on-site monitoring reviews in 2006, 2009, and 2012 found the program in full compliance with all Head Start performance standards, including all fiscal requirements.
- The Educare Denver school achieved re-accreditation by the National Association for the Education of Young Children (NAEYC) in 2011.
- On its most recent (February 2012) Qualistar rating, Educare Denver 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 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-R) and the Early Childhood Environment Rating Scale (ECERS-R). Average scores for infant/toddler classrooms observed with the ITERS-R were 6.02 on a 7-point scale. Highlights included scores for language and reasoning averaging 6.94, scores for interactions averaging 6.88 and scores for program structure averaging 6.88. Average scores for preschool classrooms observed with the ECERS-R were 5.92 on a 7-point scale. Highlights included scores for space and furnishings averaging 6.26, scores for language and reasoning averaging 6.52, scores for activities averaging 6.73 and scores for program structure averaging 6.61.
- HIPPI USA conducted site visits of the program's home-based program options in January 2009, 2010, 2011 and 2012. Results were strongly positive, noting the effectiveness and professionalism of program staff and the quality of the home visits. The integration of the HIPPI curriculum with Head Start has been cited as a particular strength of the program. The HIPPI program achieved accreditation by HIPPI USA in its pilot year.
- The staff-to-child ratios surpass state licensing standards and the Head Start Performance Standards.

**Other Results.** As innovators in early childhood education, additional activities, results and promising practices include:

- Following a corporate restructure and in collaboration with its Board of Trustees, Clayton Early Learning revised and refreshed its Vision, Mission and Values Statements. They are as follows:
  - Vision Statement: We envision a world where all children are prepared for success in school through highly effective early childhood education.
  - Mission Statement: Clayton Early Learning provides national leadership to advance the field of early childhood education by researching, implementing and disseminating innovative teaching models. We promote educational equity for young children through family engagement, teacher preparation and effective early education policy.
  - Values Statements: Excellence, Stewardship, Growth, Innovation, Collaboration, Diversity, Family-Centered, Integrity and Accountability

- In 2013 we will open a new school in Far Northeast Denver as part of Z Place on the Evie Garrett Dennis Campus, joining the existing cutting edge K-12 education community of Denver School of Science and Technology, Vista Academy, Soar and Strive Prep. This venture will extension our quality early childhood education to another 80+ children and families in a rapidly growing and underserved part of Denver.
- Through an innovative process of data-driven reflection and inquiry, Clayton Early Learning continues to refine and deepen how we measure a child's readiness for school. We are currently developing a comprehensive index of readiness for each child and family and exploring how the use of the tool can help us better understand child and family outcomes. This score includes several key indicators which have been validated as predictive of school readiness either through national research efforts or through our own internal evidence-base. The exploratory indicators are holistic and include critical domains of learning (self-regulation, cognition, language acquisition) along with key elements of each child's emotional and physical wellness. Family readiness indicators include book reading behavior in the home, emotional wellness and program participation (e.g. child and family attendance rates).
- Clayton Early Learning has developed a structured approach to coaching which is implemented through mentor coach positions embedded throughout service delivery systems. This framework supports individual professional development and competencies through reflection, collaboration and early intervention. The approach is utilized program-wide across all roles and collaborations.
- To more deeply embed a culture of reflective inquiry, additional tools to support data dialogue have been developed and continue to be refined. The process has been documented in a Framework for Continuous Improvement and Program Effectiveness that articulates the approach to data dialogue within each program team and is accompanied by a template that facilitates and documents the process from surfacing assumptions through generating solutions and taking action.
  - Parents engage in quarterly data dialogue around key school readiness factors to provoke questions and ownership for our collective accountability for reaching child outcome goals. Successful discussions this past year included health disparities and wellness issues and the linkages to school readiness.
  - Staff engage in dialogue to develop strategies for improving enrollment and attendance, enhancing effective teaching practices and understanding the connections between social/emotional development and literacy outcomes.
- Clayton Early Learning supported Denver's Great Kids Head Start and its Delegate Agencies with professional development coaching services in order to improve overall credentialing rates of Head Start teachers and assistant teachers with the goal of having 50% of all Head Start teachers in the Denver Metro area with a BA in early childhood education.
- The Educare Denver school and Denver Great Kids Head Start collaborated to jointly develop a school readiness video which will be available the first quarter of 2013. The video highlights Clayton's approach to school readiness and includes parent and teacher interviews and footage of children in the classroom.
- Clayton Early Learning was invited to partner with Comcast as a premier site for their national corporate volunteer day. Comcast Cares Day was held on April 21, 2012. This partnership provided Clayton Early Learning an opportunity to align our daily work with children and families with Comcast's commitment to education and wellness. This has resulted in Comcast's expanded interest in early childhood education. The event launched both a collaborative and sustainable school-based garden and an expanded focus on training volunteers on dialogic reading and evidence-based literacy practice. These efforts both promoted both a sense of community and a collective responsibility for wellness and nutritional health. Activities focused on dialogic reading included:

- Dialogic Reading Sessions – Clayton educators taught volunteers the fundamentals of dialogic reading. Volunteers were able to learn about the most beneficial ways to engage children during storytelling to encourage reading comprehension skills.
- Literacy Through Discovery backpacks – Volunteers filled children’s backpacks with materials (i.e. crayons, ruler pencils, bug nets, bug boxes, specimen bags, field journals, magnifying glasses, flashlights, and compasses) to encourage learning and the exploration of the campus Natural Learning Environments. The backpacks and contents served as a great tie-in with the “Discovery Garden” that was created on the campus on Comcast Cares Day.
- Reading of One Book 4 Colorado - Helen Thorpe, Colorado’s First Lady, read the One Book 4 Colorado selection, *Maybe a Bear Ate It*, to children of Comcast employees and Clayton families. As an author and mother of a young son, Helen has a special perspective on the importance of early literacy and reading to your own children.
- Xcel Energy Volunteer Day was held Saturday, September 8, 2012. Approximately 40 Xcel employees and Clayton Early Learning staff volunteered to further enhance the outdoor learning environments throughout the campus and develop the community garden. The event commemorated the 125th anniversary of Mile Hi United Way and victims of 9/11 and promoted interaction and engagement with the natural world.
- 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 Early Learning is in its fifth 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; Educare Learning Network assistance with 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 who joined Educare between birth and 2 years-old 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.
- One of our education professionals participated in launching of an ECE group designed to look at the male perspective in the early learning field. The “Men in Early Childhood Colorado” work to improve gender values and biases relative to males and fathers. Research shows that male figures in a child’s life are more likely to become involved in the early learning setting when there are more male professionals within that setting. Within the Educare Denver school, over 12% of our direct service early learning staff are male where typically there are only 2-3% of early childhood professionals in the field that are male.
- Health outcomes for Clayton Early Learning families for 2012-13 indicate that 96% of Head Start children received medical exams and 95% received dental exams. The program continues to work and support families in reaching our benchmark of 100%.

***Proposed Changes to Goals and Objectives.*** The goals and objectives set out in the full program application submitted by Clayton Early Learning 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 Early Learning'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 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 Early Learning schools 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.

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

Clayton Early Learning 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. The schools at Clayton Early Learning employ a clearly defined coaching model that addresses both the fundamental knowledge base associated with teaching pedagogy and child development.

*Center-based curriculum.* A curriculum committee has been established in order to evaluate the current curricula within the school. This team will organize and carry out a study of future curriculum options, with a special emphasis

on ensuring the curriculum addresses all areas of school readiness. Mathematics, Science and Literacy rigor will be examined along with alignment with TS GOLD assessment processes.

*Home-based curriculum.* The revised English HIPPY curriculum will be implemented beginning in September 2013. The revised HIPPY curriculum is aligned to support state early learning and core curriculum standards. In addition, the revision includes an expanded focus and increased rigor in the areas of literacy, math, science, language and motor development.

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

In 2013-14, children and families will be served in five program options, as set out in Table 1. The staffing pattern for full-day classes will include be three teachers to sixteen children during the Head Start portion of the day. Families requiring additional wrap-around services will have the opportunity to receive extended day and summer programming through braided funding streams

Clayton Early Learning will transition services from Sewall Child Development Center to the Clayton Early Learning School in Far Northeast, an area of high need as identified in the Community Assessment.

**2. Health Services.** 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 at Clayton Early Learning, will be delivered through a collaboration with the Denver Children’s Advocacy Center, providing families with a greater network of support services. There are no other changes to the delivery of health services as described in the 2011 full application.

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

*Touchpoints.* The Touchpoints approach, developed by T. Barry Brazelton, which focuses on strengthening the parent, child and practitioner relationship as it pertains to the child’s development will be utilized across the program. Staff have been trained using a variety of methods (including individual and group opportunities to discuss and reflect on demonstrated use of strategies). There is dialogue during these coaching sessions on the use of these strategies with parents, staff and the effect on child outcomes.

**4. Ensuring Effective Program Design and Management.** Clayton Early Learning has developed comprehensive written plans, policies, and procedures related to program design, organizational structure, service delivery and the

tracking of data and documents. These efforts include written program goals and objectives, work plans, the employee handbook, the parent handbook, the supervisors' handbook, the Clayton Standard Operating and Fiscal Policies and Procedures Manual, and forms to improve the documentation and tracking of services. These systems and documents guide the program in planning and assure the Head Start Performance Standards are met.

Clayton Early Learning's most pressing programmatic challenges relate to revenue in a difficult funding environment. The program has absorbed losses in both Colorado Child Care Assistance Program (CCCAP) and Denver Preschool Program revenue. CCCAP intake, closed up until July 2012, has now re-opened but with stricter adherence required of parents relative to the CHATS system in order for the program to be paid. The 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 and failure to receive revenue for services provided when parents are deemed chronic non-swipers. 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 and ongoing reductions in staff due to attrition. New grant funding is not readily available to support current operations as most funders are looking to fund new innovation efforts. To allow for the most flexibility to serve parents and meet CCCAP requirements, this grant application includes a shift to all 3.5 hour Head Start classrooms with an option for extended care for those families who need, meet and adhere to CCCAP requirements or have alternative revenue sources to fund the care.

**Clayton Early Learning in Far Northeast.** In February 2013, Clayton Early Learning opened its doors to a new early learning school on the Evie Dennis Campus in Green Valley Ranch. This school will allow Clayton Early Learning to expand the reach of its exemplary early childhood education and provide an opportunity to collaborate with other innovative Denver Public Schools educators. The school will serve 88 children birth to 5 years old and serve as a hub for Home-based families in far northeast Denver. Clayton Early Learning is proposing that 28-31 Head Start and Early Head Start children will be served in this high need area of the city. (See Table 1)

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

**Monitoring.** Contracts with community sites have been revised to include more comprehensive and intensive monitoring strategies (daily, weekly and monthly). Two health and safety monitoring visits per year (at a minimum) are conducted with each site and resulting in written feedback which is discussed during monthly collaboration meetings. Action plans are developed during these monthly meetings to ensure that support and follow up are available. As a result of monitoring, increased training has been provided in the areas of family dining, classroom practices, effective documentation and tracking of performance standards.

**Self-Assessment.** The most recent Clayton Early Learning self-assessment occurred in November 2012 and comprehensively reviewed program design, delivery and management. Significantly, no non-compliance areas were identified through the self-assessment. **Areas of strength** identified through this self-assessment included:

**Governance.** Members of the Policy Council comfortably ask for information which is promptly provided by the program. Council members are able to communicate the benefits and accomplishments of the program and actively participate in the recruitment of other parents and community members. Communication between the governing body and the policy council is seamless as the governing body chair attends all policy council meetings and the policy council chair attends all governing body quarterly meetings. The governing body and the Policy Council

receive/review all financial reports and the annual independent external audit report. Training for governance representatives includes several formal training sessions along with written manuals (handbooks and notebooks).

**Planning:** The annual Community Assessment is used to determine program options. Information gathered for parent involvement is universal (used for mother or father). The annual self-assessment process engages all staff working on integrated cross-content teams, parents, the governing body chair and community representatives. Information is used to guide on-going planning and service delivery. Improvement plans are created and implemented.

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

**Record- Keeping and Reporting.** Record keeping systems are audited regularly and reviewed by multiple team members to ensure accuracy of information. The comprehensive file audit showed the required medical information including follow-up was complete, and screenings/assessments were up to date. Hard copy files are in a secure location and data is available in technology based systems that allow staff to access information quickly. Various data reports are generated throughout the program on a daily, weekly, monthly and quarterly basis.

**On-going Monitoring.** Clayton Early Learning uses multiple methods for ongoing monitoring of program operations and services. Databases track a range of services (enrollment, assessment, attendance, early intervention, family services, nutrition and health). A strong commitment to using data during reflective supervision, coaching and data dialogue is evident.

**Human Resources Management.** The expectations for employee conduct are clearly outlined in the Employee Handbook and the NAEYC Code of Ethics. Leadership staff are well-qualified in their fields. Policies and procedures are in place, including those related to background checks and the handling of employee grievances.

**Prevention and Early Intervention.** Comprehensive services and innovative approaches are notable. EI files are well organized, documents are easy to find, and parent consent is documented. EI staff are experienced and knowledgeable. Individual goals for children are reviewed and discussed monthly in EI classroom meetings with the EI Specialist, teachers and Child Family Educators. Staff reviews all screenings and results with families. The EI Specialist and staff collaborate with other agencies to ensure the service plan incorporates best practices in screening, assessment and early childhood education.

**Health Tracking and Follow-up.** Health records are meticulously maintained and tracked. Clayton Early Learning is a Certified Application Assistance Site. The Denver Health Enrollment Van is regularly on site. A partnership with Children's Hospital Pediatric Dentistry and Denver Health provides free dental care for those who don't qualify for Medicaid. Additional collaborative partners enhance program quality and offer many resources for children, staff and families. Parents expressed an appreciation of program efforts to keep their children healthy. Many opportunities are available for health screenings at the school and for obtaining results from the child's doctor.

**Individualization.** The program demonstrates evidence of individualization based on each child's interests and development as well as parents' goals for their children. Individual Child Curriculum Plans are developed collaboratively with parents and discussed throughout the year. A noted improvement from last year involved the

implementation of bilingual strategies for individualization. Assessments are now administered in both English and Spanish and teaching teams are structured to allow for more dual language programming where appropriate.

**Disabilities.** Multiple and varied consultants are available to address health and disabilities needs. Agencies work collaboratively with parents and staff to ensure services meet the individual needs of children and families.

**Curriculum and Assessment.** The curriculum for each program option has a strong research base to support its effectiveness. The program has been a national leader of the development of both the infant/toddler curriculum (Learning Through Relating) and the Head Start Home Based Curriculum (HIPYPY Revised). The program has incorporated Teaching Strategies Gold authentic assessment process across all program options. The new coaching structure has resulted in an increased focus on effective practices and the use of data to inform planning. 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. Clayton works with families in many ways to discuss the importance of social/emotional development, physical development, active play, language/literacy, safe use of equipment and school readiness. Clayton implements a primary caregiving model. Teacher ratios exceed licensing standards.

**Using Child Outcomes.** Systems support the use of data in tracking child outcomes. The annual program report includes information about school readiness of all children and the Teaching Strategies Gold assessment system supplements this information. The program uses Strategic Planning for Instructional Leadership (SPIL) meeting to engage in data dialogue with staff. The evaluation team informs families and stake holders of the school readiness of children served in the program.

**Health and Wellness.** Clayton Early Learning provides a quality food and nutrition program for children and families. The chef and kitchen staff provide many opportunities for children to experience natural foods. The Educare Denver school utilizes the community garden on the premises to engage children in growing and harvesting food they can then eat. Staff have the option to participate in a wellness program.

**Family Partnership Building and Parent Involvement.** The program works effectively with families whose first language is Spanish. Regular family meetings are scheduled at varying times to provide opportunities for inclusive participation for all families. Attendance is high at meetings and initiatives are offered for parenting classes, fatherhood activities, and family engagement. The FPA process begins at enrollment and is reviewed/ discussed on an on-going basis with families and their CFE. Child Family Educators and Teachers collaborate to provide integrated comprehensive services to children and families. The new transition plan, file audit checklist and "Touchpoints" were noted as strengths.

**Community and Child Care Partnerships.** Clayton Early Learning has strong community partnerships and works with a diverse array of community agencies to meet children and family needs, including those associated with transition to the local school system. Family service staff participates in training opportunities to expand their knowledge of family, education and community work. The program collaborates with four agencies to provide infant, toddler and preschool services, thereby increasing the availability of quality services in the community. An annual report is provided to the public (and published on the Clayton website) that includes child and family outcome information.

**ERSEA.** Documented policies and procedures for enrollment have been reviewed and improved by the enrollment team. A new filing process has improved the overall filing system. The enrollment team meets weekly to review

openings, transitions, waitlist and approve new enrollments. Community collaborations support recruitment. Clayton uses management systems, such as Standard Operating Procedures/COPA Database/Procure, to support family goals and referrals to the community. Eligibility orientations and enrollment meetings are used to verify income.

**Fiscal.** The fiscal department, under the direction of the Chief Financial Officer, adheres to compliance policies set forth by the office of Head Start. Fiscal reports, which show exemplary work, are reviewed on a regular basis by staff, auditors, the governing body, and the audit committee. The restructuring of Educare Denver leadership staff disbursts responsibilities associated with reviewing reports and budgeting.

**Facilities.** The facilities are free of toxins such as smoke, lead, pesticides and herbicides. No smoking signs are all over the campus. The buildings are secure, featuring a punch code entry system. Alarms are on gates surrounding the playground to ensure children do not leave the premises. Daily health and safety checklists are completed to ensure all requirements are monitored. Parking and entrance into the school building are easily accessible.

**Materials and Equipment.** Teachers demonstrate awareness of proper health, sanitation and supervisory procedures. The program's current compliance with food and sanitation laws is documented. Classrooms are set up using the ITERS and ECERS environmental rating scale as guidance. Materials are chosen based on the learning objectives embedded in the curriculum. The program's child care license is current and posted. Exposure control policies are in place. Medications are labeled and under lock and key in all classrooms.

**Transportation:** Transportation training is mandatory and required for all staff as part of pre-service training. Vehicles are inspected before and after use. Children and families receive safety training including evacuation procedures and pedestrian safety within the first 30 days of the school year. Buses are handicap accessible to children and families.

The self-assessment generated these **recommendations for improvement** (organized by broad function).

**Management:**

- Increase participation on Parent Committee.
- Hold Parent Committee meetings at night.
- Gather and share more information specific to fathers/figures.
- Improve clarity of communications with parents; ensure bilingual staff are available upon request.
- Provide more clarity with regard to staff positions and responsibilities.
- Ensure effective monitoring of record-keeping and reporting by community sites.
- Improve reliability of data tracking systems and timely data entry into the data-base.
- Track parent involvement and volunteering consistently.
- Update job descriptions as needed.
- Complete annual performance appraisals consistently.

**Child Development and Health Services:**

- Ensure collaborative conversations occur with teachers, EI, CFE, parents in the meetings or individually as needed regarding assessment information or follow-up. Utilize EI program SOP's.
- Implement comprehensive database allowing for effective electronic tracking.
- Create of a formal parent involvement procedure for medication administration.
- Consider additional resources related to individualization for math and science.
- Engage parents in examining primary curricular materials to support modifications of the curriculum.

- Disseminate data dialogue results and decisions more broadly and expand opportunities for staff to engage in the process.

**Family and Community Partnerships**

- Assess the needs of families whose first language is other than Spanish.
- Provide training on including fathers in educational planning for children.
- Partner with off-site families in home-based and community sites to hire Family Liaison Specialist and improve COPA and Procure data bases.
- Strengthen the implementation of transition plans for each child.

**Program Design**

- Consider calculating attendance daily rather than monthly.
- Ensure consistent document audits of files.
- Reduce clutter in some teacher workrooms.
- Respond to requests from some teachers for two disaster kits (for bathroom and classroom).
- Explore the need and capacity for additional transportation services.
- Assess the consistent completion of pedestrian safety training for families.

Clayton Early Learning 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.

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. Of Clayton Early Learning teachers, 89% have an AA or higher, with 56% holding at minimum, a BA. 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 continues to be secured to provide tuition support to teachers in obtaining formal degrees. Teacher qualifications are detailed in Table 2.

Table 2: Educare Denver Teacher Education Levels

Classroom	Teacher Name	Degree	State Credential (expiration date)	Years of ECE Experience (as of 9/2012)
Room 123	Jeanne Chavez	AAS in EC Professions, working on BA at UNC	Level III (2015)	38
	Emily Finney	BA in Sociology	Level IV (2016)	3
Room 128	Ivory Williams	AAS in ECE	Submitted	17
	Eric Chervenak	BA in progress	Submitted	7
Room 140	DeShawn Burks	BA in ECE	Level III (2014)	12
	Maribel Salgado	42 ECE credits	Level II (2013)	15
Room 146 A	Paul Mezzacapo	MA in ECE	Level V (2016)	16
	Diana Casillas	BA in ECE	Level IV (2009)	12
Room 146 P	Brenda Perry	AAS in EC Professions	Level III (2014)	24

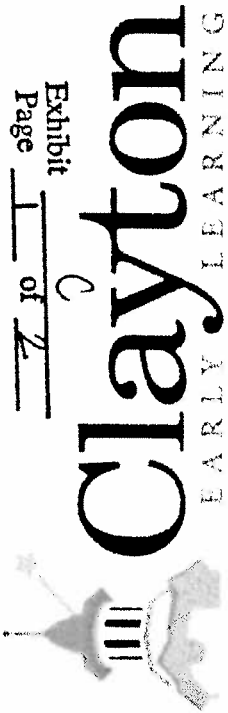
	Elijah Pulsipher	BA in English (Secondary Educ.)	Submitted	2
Room 166 A	Gloria Carrillo	BA in ECE	Level III (2016)	13
	Ginny Murillo	CDA (March 2012), 39 ECE credits	Level II (2015)	38
Room 166 P	Megan Bock	MA in Curriculum & Instruction (ECE)	Level I (2014)	8
	Gabriela Rojas	87 undergrad credits, 12.5 ECE credits	Submitted	34
Room 172	Denise Ortega	AAS in EC Professions, working on BA at UNC	Level III (2014)	13
	Nicole Luna	BA in Social Science with Education Concentration	Submitted	3
Room 183	Regina Webb	50 ECE credits, working on BA at UNC	Level II (2015)	26
	Vivian Sandoval	37 ECE credits	Level II (2014)	5
Far Northeast	Angel Roper	AGS w/ ECE, working on BA at UNC	Level III (2012)	9



Clayton Early Learning  
FY 2013-14 Budget

	Head Start
<b>Operating Revenue</b>	
DGKHS HS Federal Grant	\$ 1,346,964
DGKHS HS Training PA 20	\$ 6,885
<b>Total Revenue</b>	<b>\$ 1,353,849</b>
<b>Expenditures</b>	
Salaries and Wages	\$ 769,752
Fringe Benefits	\$ 214,900
Out of Town Travel	\$ 4,000
Office Supplies	\$ 12,590
Child Services Supplies	\$ 21,000
Family Services Supplies	\$ 4,000
Health & Safety Supplies	\$ 2,500
Food Services Supplies	\$ 3,350
Janitorial Supplies	\$ 10,000
Maintenance Supplies	\$ 4,000
Other Supplies	\$ 1,500
Legal & Accounting	\$ 7,500
Health/Disabilities Services	\$ 20,800
Child Transportation Services	\$ 1,600
Family Child Care	\$ 250
Janitorial	\$ 30,000
Trash	\$ 1,500
Security	\$ 7,000
Community Contracts	\$ 90,000
Technology	\$ 12,750
Marketing	\$ 1,500
Other	\$ -
Utilities	\$ 31,000
Water & Sewer	\$ 2,000
Telephone	\$ -
Building & Child Liability Insurance	\$ 8,200
Building Maintenance and Repair	\$ 26,200
Local Travel	\$ 8,000
Parent Services	\$ 2,000
Translation	\$ 1,000
Policy Council	\$ 3,700
Publications/Advertising/Printing	\$ 1,500
Training & Staff Development	\$ 8,172
Equipment Lease	\$ 13,000
Meetings	\$ 1,000
Membership, Dues & Fees	\$ 10,100
Payroll Services	\$ 6,000
Personnel Recruitment	\$ 3,000
Postage & Shipping	\$ 600
Other	\$ 1,000
<b>Total Expenditures</b>	<b>\$ 1,346,964</b>
PA 20/26 Training	\$ 6,885
<b>Total Expense</b>	<b>\$ 1,353,849</b>
<b>Non-Federal Share</b>	
Depreciation	\$ 139,958
Colorado Preschool Program	\$ 198,504
Clayton In-Kind Services	\$ -
<b>Total Non-Federal Share</b>	<b>\$ 338,462</b>
% Non-Federal Share 5/2/2013	\$ 0
<b>Total Program Budget</b>	<b>\$ 1,692,311</b>

A & B  
 Exhibit  
 Page 4 of 7



## 2013-2014 SCHOOL CALENDAR

**Educare Denver (Park Hill Campus)**

Phone: 303.355.4411 Fax: 303.355.3718

Help Desk: x313

**Far Northeast (Green Valley Ranch Campus)**

Phone: 303.355.4411 x880 Fax: 720-536-8629

Reception: x880

**PROGRAM HOURS**

Effective July 1, 2013

**Option Days Hours**

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

PARENT COMMITTEE MEETING DATES		
2013		
July 10	October 9	January 15
September 11	November 13	February 12
December 11		March 13
		June 11

Please be advised that changes to the 2013-14 Calendar may occur during the year.

PARENT EVENTS	
Date	Event
Aug 29	Meet & Greet (All Parents Invited)
Sept 3	School Begins
Sept 9	HIPPY Program Begins
Oct 1	ALL SCHOOL COUNT DAY!
Oct 18	Culture Night Nominations Due
Oct 30	All School Parent Meeting & Community Data Dialogue
Nov 1	Family Partnership Agreements Due
Dec 16-19	Culture Week
Dec 19	Culture Night
Jan 29	All School Parent Meeting
April 30	All School Parent Meeting & Community Data Dialogue
May 9	HIPPY Program Ends
May 22	Part Day Classes End

Hours

STAFF EVENTS	
Date	Event
July 12	Home-visit Make-up (HB & Combo)
August 19-30	1st HV (CB & HB)
Sept 6 & Oct 18	Home-visit Make-up (HB & Combo)
November 11 & 12	Conferences (At School) & Home Visits
January 10 & 24	Home-visit Make-up (HB & Combo)
February 14 & 18	2nd Home-visit (CB Families)
February 21 & April 11	Home-visit Make-up (HB & Combo)
May 8 & 9	Conferences (At School)
May 30	Home-visit Make-up (HB & Combo)

**CHILD/FAMILY REVIEWS**

HIPPY/Part Day	Home-based/Full Day
	Oct 18 Quick Review
	November 29
	February 28
	May 16

Vision/Hearing/Speech Screenings		Dental Screenings		GOLD Ckpt & Data Dialogue	
Date	Event	Date	Event	Date	Event
August 22	July 30, Sept 4 & 24	November 1			
September 5 & 26	October 7 & 29	February 7			
October 15 & 30	Nov 20 & Dec 17	May 16			
Nov 12 & Dec 11	Jan 23 & Feb 26	Aug 15 (optional)			
Jan 9 & Feb 18	Mar 18 & May 7				
Mar 26 & May 29	June 19 & July 30				
45 Days for Screenings					
October 17	DECA/CESD/ASQ/Family/ESI				
Date All School Events					
August 19	All Staff Return				
November 14	File Audits				
May 2	File Audits				
May 16	Last Day HIPPI CFE's				
May 23	Last Day Part Day Teachers				
May 30	Last Day Part Day CFE's				



# 2013-2014 SCHOOL CALENDAR

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

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

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

Date	Event
Jul 4	Independence Day
Jul 5	Staff Planning Day
Aug 19 - 30	All Staff Pre-service
Sept 2	Labor Day
Oct 14 & 15	Staff Planning Day
Nov 11 & 12	Conference Day
Nov 28 & 29	Thanksgiving Break
Dec 23 - Jan 3	Winter Break
Jan 6, 2013	Staff Planning Day
Jan 20	MLK Day
Feb 14 & 18	Teacher Home Visits
Feb 17	Presidents' Day
Mar 31 - Apr 4	Spring Break
April 7	Staff Planning Day
May 8 & 9	Conference Day
May 26	Memorial Day
June 6	Staff Planning Day

Please be advised that changes to the 2013-14 Calendar may occur during the year.

Educare Denver 303-355-4411				Far Northeast (FNE) 303-355-4411 x880			
For general questions, please contact your Child Family Educator (CFE).							
Department	Ext	Department	Ext	Department	Ext	Department	Ext
Help Desk	313	Payment/Tuition/Records	259	Weather Line (Snow Days & School Closures)			359
Family Liaison	253	Health & Nutrition	288	Class:	Teachers:		
Policy Council	247	Parent Committee	328	CFE:			

**Denver Great Kids Head Start  
Program Year 17 Report Schedule**

	<b>Report Name and Description</b>	<b>Due Date</b>
<b>Family Services</b>	<b>Policy Council Delegate Report;</b> Form to be provided by Grantee Family Services Director	5th day of every month. If the 5th day is a holiday or weekend, report shall be due the Friday prior
	<b>Program Information Report (PIR);</b> Annual ACF Report	<b>August 15, 2013</b>
	Abbreviated PIR;	<b>December 15, 2013 and March 15, 2014</b>
	<b>Head Start data for Management Information System;</b> Fields required but not limited to the following: -Delegate Agency and Center -Enrollment Date -First day of service -Program Option -Monthly Attendance/Monthly Enrollment -Enrollment	<b>5th day of every month by close of Business. If the 5th day is a holiday or weekend, report shall be due the Friday prior</b>

<b>Financial</b>	<b>Variance Report;</b> includes spending categories of federal and non federal shares, annual budget, budget and expenses for the month reported, dollar and percent variances and corresponding year to date information include pay rolls, general ledgers, invoices over \$1,00.00 charged to Head Start.	Last business day of each month for the previous month
	<b>USDA Reimbursement Report;</b> Report of reimbursement from USDA for Head Start Children only.	Last Business day of October , January, April and July
	<b>Administrative and Development Costs;</b> Report by category of all administrative and development costs.	Last Business day of October , January, April and July
	<b>Program Budget PY 18;</b> GABI upload of Program Year 18 budget.	February 8, 2013
	<b>Single Audit Report;</b> Single Audit Report including management letter and corrective actions if applicable	Within four months of end of the prior fiscal budget period
	<b>Inventory Report with Certification of Physical Inventory;</b> Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director.	July 31, 2013
	<b>Certificate of Insurance;</b> Accord Insurance form designating appropriate insurance coverage.	July 31, 2013
	<b>Budget Projection;</b> Month by month spending forecast by designated categories.	July 31, 2013

<b>Grantor Admin Reports for Delegate Agencies</b>	<b>Monitoring Reports/Plans;</b> Action plans outlining strengths, recommendations and sections needed for improvement	Ongoing
	<b>Mid Year PIR &amp; questions;</b> Tracks progress on key Head Start Metrics	2 times a year; <b>December 15th and March 15th</b>
	<b>Program Design and Management Report;</b> Outlines Program Design and Management meeting discussion, includes strengths, recommendations and sections needed for improvement.	Submitted to delegate agencies within <b>30 days</b> of Program Design and Management Meeting
	<b>Community Assessment;</b> Head Start Requirement, completed every 3 years with an annual update	1-Dec-14
	<b>Head Start Annual Report; Head Start requirement</b>	Due in September
	<b>Policy Council Minutes;</b> Approved Policy Council minutes in English and Spanish	Last business day of month following meeting

<b>Education</b>	<b>Teacher Qualifications Report;</b> Report Education Levels of Teaching Staff.	December 15 & March 15
	<b>Child Assessments;</b> Child outcomes information submitted to TS GOLD	October 31, 2013, February 22, 2014 and June 28, 2014

**Denver Great Kids Head Start  
Program Year 17 Report Schedule**

<b>Delegate Admin Reports for Grantee</b>	<b>Self Assessment:</b> Self Assessment Plan, findings, analysis and action plans	February 1, 2014
	<b>Policy Committee/Council Members Rosters:</b> Policy Committee/Council monthly minutes	When replacements, upon elections
	<b>Policy Committee/Council Minutes:</b> Approved Policy Committee/Council monthly minutes	Last business day of the month following meeting
	<b>Delegate Grant Application:</b> For funding purposes	January 30, 2014
	<b>Final Grant Application, Budget, and GABI:</b> Constitutes basis of funding request	1-Apr-14
	<b>Personnel:</b> Report of all Head Start staff and percentage/amount salary/fringe, most recent performance evaluation date.	Last business day of October, January, April and July
<b>Vendor Agency Special Reports</b>	<b>Classroom Contact Hours:</b> Tracks level of services to Head Start Children	monthly; end of month
	<b>Abbreviated PIR: Health/Dental Screenings and follow up and Staff and Parent Training Report:</b> Head Start requirement to track health metrics for PIR and for staff training efforts	monthly; end of month

Exhibit E

**Keller-Lowry**  
Insurance, Inc.

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

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5-17-2013

Regarding: Clayton Early Learning Ins.

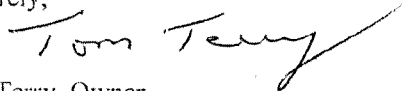
To Whom it may concern.

Please be advised that we are currently obtaining the insurance renewal for Clayton Early Learning. Philadelphia is offering renewal and is putting the proposal together now.

We will not have this finalized till closer to their 7-1 renewal date but everything will be renewed on the same terms as we have currently.

If you have additional questions please don't hesitate to call me.

Sincerely,



Tom Terry Owner

Serving Our Customers Since 1972

Exhibit           E            
Page   1   of   1



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/11/2013

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 Keller-Lowry Insurance Inc 1777 S Harrison St #700 Denver CO 80210	CONTACT NAME: Teresa Heupel	
	PHONE (A/C No. Ext): (303) 756-9909 FAX (A/C No.): (303) 756-8818 E-MAIL: icanhelp@kellerlowry.com ADDRESS:	
INSURED Clayton Early Learning, Trustee, George W. Clayton Trust 3801 Martin Luther King Blvd Denver CO 80205	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Company	23850
	INSURER B: Pinnacol Assurance	41190
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 12-13 GL, BA, UM, Prof, WC 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 SUBR INSR 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 type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Additional Insured <input checked="" type="checkbox"/> Waiver GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	PHPK884347	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK884347	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PHUB387005	7/1/2012	7/1/2013	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		N/A	4058502	7/1/2012	7/1/2013
A	Professional Liability		PHPK884347	7/1/2012	7/1/2013	Each Prof Incident Limit \$1,000,000 Aggregate Limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate Holder is Additional Insured, with Waiver of Subrogation, for General Liability as required by written contract with Insured subject to the forms, terms and conditions of the policy.

## CERTIFICATE HOLDER

State of Colorado  
4300 Cherry Creek Drive South  
Denver, CO 80246

## 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  
T Sibelius CIC CRM/TL



CLAYTON EARLY LEARNING  
 Head Start Site Locations  
 FY 2013-14

SITE	OPTION	CLASSROOMS
Educare Denver 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
Clayton Early Learning School in Far Northeast 4800 Telluride St. Denver, CO 80249	Center-based	Room 5-117 Full-day Room 5-121 Full-day Room 5-122 Full-day Room 5-126 Full-day
Early Success Academy 4870 Chambers Road Denver, CO 80239	Center-based	Part-day



TITLE II - REVISED MUNICIPAL CODE  
Chapter 20 - FINANCE  
ARTICLE IV. - CONTRACTS, PURCHASES AND CONVEYANCES

DIVISION 3. - TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS

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

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

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

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

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

- (a) *Required.* Every worker, mechanic or other laborer employed by any contractor or subcontractor in the work of drayage or of construction, alteration, improvement, repair, maintenance or demolition of any public building or public work by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, or engaged in the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or in similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, shall be paid not less than the wages prevailing for the same class and kind of work in the Denver metropolitan area as determined by the career service board under subsection (c). The Denver metropolitan area shall be determined by the career service board. This section shall not apply to any participant in a youth employment program certified by the city where the participant is employed in non-construction work, including the work of materials furnishing, servicing and maintenance of any public building or public work and the work of landscaping that is not performed in connection with the construction or renovation of a public building.
- (b) *Contract specifications.* The specifications for every contract in excess of two thousand dollars (\$2,000.00) to which the city or any of its agencies is a party which requires the performance of work involving drayage or involving construction, alteration, improvements, repairs, maintenance or demolition of any public building or public work, or which requires the performance of the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work, shall contain a provision stating that the minimum wages to be paid for every class of laborer, mechanic and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages under subsection (c). Every contract based upon these specifications shall contain a stipulation that the contractor or subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. section 49-171 et seq., or on the date of the written purchase order for contracts let by informal procedure under D.R.M.C. section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future increases in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary date of the contract. However, as to contracts in effect as of March 1, 2011, future increases in supplemental wage rates for the heavy construction, highway construction and building construction trades approved and published by the career service board shall not become mandatory on the contractor or subcontractors until the second anniversary of the date of publication of the

TITLE II - REVISED MUNICIPAL CODE  
Chapter 20 - FINANCE  
ARTICLE IV. - CONTRACTS, PURCHASES AND CONVEYANCES

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

(c) *Determination of prevailing wages.*

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

If there is insufficient data available in the Denver metropolitan area to determine the rate of pay and the overtime and other benefits or should comparable classes of work not be performed within the Denver metropolitan area for each class of work covered by this section and not

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covered by the Davis-Bacon Act, the career service board shall refer to the Service Contract Labor Act of 1965, as amended (41 U.S.C. § 351 et seq.) to determine the rate of pay and the overtime and other benefits.

(d) *Mandatory contract provisions; enforcement.*

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

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- laborer. No interest shall be paid by the city on any funds received or disbursed pursuant to this subsection.
- d. On the last working day of each month, the amount of any claim for which the city is no longer liable shall be credited to the general fund, except as otherwise required by law.
- e. The auditor shall maintain a list of all unclaimed, city-negotiated prevailing wage checks for which the city is liable. Such list shall be updated monthly and shall be available for inspection at the office of the auditor.
- (5) Every such contract shall further provide that the contractor shall furnish to the auditor each pay period during which work is in progress under the contract a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll.
- (6) It shall further be provided in such contract that the copy of the payroll record shall be accompanied by a sworn statement of the contractor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract, either for the contractor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the contractor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
- (7) Every such contract shall further provide that if any laborer, worker or mechanic employed by the contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the city may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination, may prosecute the work to completion by contract or otherwise, and the contractor and any sureties shall be liable to the city for any excess costs occasioned the city thereby.
- (e) *Penalties.* Any contractor or subcontractor subject to the requirements of this section shall as a penalty pay to the City and County of Denver an amount as set forth below for each week, or portion thereof, for each worker paid less than the applicable prevailing wage rates.
- (1) The amount of the penalty shall be determined by the auditor based on consideration of both of the following:
- a. Whether the failure of the contractor or subcontractor to pay the correct wage rate was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
- b. Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (2) The penalty shall be twenty dollars (\$20.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of prevailing wages was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.

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- (3) The penalty shall be thirty-five dollars (\$35.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed a penalty, but not more than two (2) other penalties, within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- (4) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed three (3) or more other penalties within the previous three (3) years for failing to meet its prevailing wage obligations on separate contracts, unless those penalties were subsequently withdrawn or overturned.
- (5) The determination of the auditor as to the imposition and amount of the penalty shall be reviewable as follows:
  - a. Any person who disputes any determination made by or on behalf of the city pursuant to the authority of the auditor, which determination adversely affects such person, may petition the auditor for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.
  - b. The auditor shall designate as a hearing officer a person retained by the city for that purpose.
  - c. The petition for a hearing shall be in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the hearing officer. The hearing, if any, shall take place in the city, and notice thereof and the proceedings shall otherwise be in accordance with rules and regulations issued by the auditor. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, nonjury cases in state district court.
  - d. Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order and may be reviewed under Rule 106(a)(4) of the state rules of civil procedure by the petitioner or by the city. A request for reconsideration of the determination may be made if filed with the hearing officer within fifteen (15) days of the date of determination, in which case the hearing officer shall review the record of the proceedings, and the determination shall be considered a final order upon the date the hearing officer rules on the request for reconsideration. The nonprevailing party shall be responsible for and shall pay the costs of the hearing, including the costs of the hearing officer and the hearing reporter.
  - e. The district court of the second judicial district of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) of the state rules of civil procedure.
  - f. Failure to pay outstanding penalties that are not pending appeal and are owed to the city pursuant to this section shall be grounds for suspension or revocation of any license issued by the city until fully paid.

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