

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”) for itself and on behalf of the **DENVER HEAD START OFFICE** (the “Agency”, and the **OFFICE OF CHILDREN’S AFFAIRS**, and together with Denver, the “City”) and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND THE STATE OF COLORADO**, a political subdivision of the State of Colorado, with an address is 1860 Lincoln Street, Denver, Colorado 80203 (the “Contractor”), jointly (“the Parties”).

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

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

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

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

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

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

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

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

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

I. “Services” means the scope of services to be provided by the Contractor as

set forth in this Agreement and the Exhibits attached hereto relating to the provision of services to administer and operate Head Start programs. For purposes of providing the Services, the Contractor is a subrecipient of federal Head Start funds.

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

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

L. “Subvendor” means an entity retained by the Contractor, by written agreement, to provide a portion of Contractor’s Services under this Agreement and does not include Subdelegates or Subcontractors.

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

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

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

A. Exhibit A, Contractor’s Application and narrative to provide Head Start Services for program year 2024-2025 (Program Design).

B. Exhibit B, Contractor’s Budget and Justification.

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

D. Exhibit D, Schedule for Submission of Reports.

E. Exhibit E, Certificate of Insurance (not applicable).

F. Exhibit F, Site Locations.

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

H. Exhibit H, Standardized Health/Wellness Form.

I. Exhibit I, Standardized Head Start Eligibility Form.

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

4. TERM: The Agreement will commence on July 1, 2024, and will expire on June 30, 2025 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.

5. SERVICES TO BE PERFORMED:

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

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

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

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

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

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

C. Ensure that all of Contractor’s staff have adequate skills, training, and

experience for their respective functions and comply with the reasonable directions and requests of the City in implementing Head Start Services;

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

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

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

G. Contractor will follow “Head Start Performance Standards” to provide Active Supervision of all children at all times; and will use Active Supervision strategies to ensure all children are safe in the Head Start environment. Active Supervision includes but is not limited to ensuring that all children are under the direct supervision of a qualified adult with the responsibility to supervise at all times and no child is at no time left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care, and using name-to-face recognition by visually identifying each child. Contractor will develop adequate methods for maintaining group control and handling individual behavior consistent with any and all City policies concerning developmentally appropriate practices. Contractor will report all incidents of unsupervised children, regardless of Head Start or Early Head Start funding, to City within twenty-four (24) hours. Reporting of unsupervised children will include any reports made or information shared with child welfare agencies, state licensing bodies, and parents. The Contractor will report the results of all state and local child-care licensing visits and determinations to the Head Start Director without delay.

H. The Contractor will notify the Director without delay of any incidents that involve serious injury or death to a child enrolled in Head Start or otherwise receiving Head Start services regardless of cause that occur on any of Contractor’s Site Locations in accordance with the policy and procedures of the Denver Head Start Office as designated by the City and approved

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

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

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

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

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

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

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

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

O. 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, City funded vacancies shall be given priority over vacancies funded by non-City sources. The Contractor will fill such vacancy within thirty (30) calendar days. The Contractor will determine eligibility for enrollment in Head Start programs based on family income in strict accordance with Section 645 (a)(1)(B) of the Head Start Act. The Contractor will determine eligibility for recruitment, selection, enrollment, and attendance in Head Start programs based on the requirements of Section 645 of the Head Start Act and 45 C.F.R. 1302, Subpart A (Sections 1302.10 – 1302.18).

P. Comply with the City’s policy directives and required procedures for branding and marking of the Services and other activities concerning Denver’s Head Start

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

7. COMPENSATION:

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

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

C. Invoices. Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than the 21st of the following month for which Contractor seeks reimbursement. The Contractor will use its allotted funds up to Maximum Contract Amount in accordance with the approved program narrative, budget documents and detailed budget categories. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. The amounts invoiced by Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by Contractor's periodic invoice. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely, and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Payments to the Contractor are subject to the submission of approved Contractor invoices to the City.

D. Maximum Contract Amount.

(1) Notwithstanding any other provision of the Agreement, the City's

maximum payment obligation will not exceed **THREE MILLION FIVE HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED FORTY-TWO DOLLARS AND EIGHTY-FOUR CENTS (\$3,556,842.84)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.

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

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

F. Non-Federal Share Match. The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor’s total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **SEVEN HUNDRED ELEVEN THOUSAND THREE HUNDRED SIXTY-EIGHT DOLLARS AND FIFTY-SEVEN CENTS (\$711,368.57)** as set forth in more detail in **Exhibit B**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors’ non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director.

Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

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

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

H. Federal Funds Contingency/Appropriations. The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's **Exhibit B** will be revised accordingly. Moreover, it is acknowledged by the Parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start operations for Program Year 2024-2025, HHS may issue only a partial financial award for program

costs for Program Year 2024-2025. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the Parties in the same manner as this Agreement.

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

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

J. Modifications to Exhibits. The Parties may modify an exhibit attached to this Agreement; provided, however, that no modification to an exhibit shall result in or be binding on the City if any proposed modification(s), individually or collectively, requires an upward adjustment to the Maximum Contract Amount. The Parties shall, in each instance, memorialize in writing any and all modifications to an exhibit by revising and restating that exhibit and referencing this City Contract Control number stated on the signature page below. A proposed modification to an exhibit will be effective only when it has been approved in writing by the Parties, approved as to form by the City Attorney's office, and uploaded into the City's automated contract system

(Jaggaer) by an employee of the Head Start Office or another City office designated by the Director. All such modifications shall contain the date upon which the modified exhibit or exhibits shall take effect. Any modification to an exhibit agreed to by the Parties that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by both Parties in the same manner as this Agreement.

8. REPORTS:

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

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

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

(2) Attendance Report. The Attendance Report will include attendance for all approved program options on a monthly basis. Contractor will monitor at all times and report the monthly average daily attendance rate of students that it has enrolled for Head Start services in all program options. When the monthly average daily attendance rate in a center-based program falls below eighty-five percent (85%), the Contractor will, in accordance with 45 CFR 1302.16, include in the Attendance Report a detailed explanation as to why such attendance rate was not maintained and a detailed description of how the Contractor will return the attendance

rate to the designated level, and the number of absences that occur on consecutive days. The Attendance Report will be consistent with any format designated by the City.

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

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

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

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

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

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

(9) **Inventory Report.** In accordance with Section 19 below, the

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

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

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

Agreement.

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

11. EXAMINATION OF CONTRACTOR RECORDS:

A. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

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

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

audit requirements.

12. AUDIT REQUIREMENTS:

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

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

C. If, as a result of any audit relating to the fiscal performance of Contractor or its Subdelegates concerning Head Start programs, the City receives notice of any irregularities or deficiencies in said audits, then the City will notify the Contractor of such irregularities or deficiencies. The Contractor will correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then Contractor will so notify the City, in writing,

and will identify a date that Contractor expects to correct the irregularities or deficiencies; provided, however, that if Contractor's notice is dated within thirty calendar days prior to the deadline established or permitted by the ACF, then Contractor's corrections will be made and submitted to the City on or before the fifth working day from said federal deadline. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes will be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible HHS official.

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

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

14. INSURANCE:

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

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

(1) **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period. 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 require 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. 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 may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit E**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(3) **Additional Insureds:** For Commercial General Liability, Auto

Liability and Excess Liability/Umbrella (if required), the Contractor, Subdelegate's, and Subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(4) **Waiver of Subrogation:** For all coverages under this Agreement, 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.

(7) **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

(8) **Automobile Liability:** Contractor shall maintain 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 Twenty-Five Thousand Dollars (\$25,000.00) per claim for participants in the Head Start Program.

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

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

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

15. DEFENSE AND INDEMNIFICATION (Not applicable to "public entities" within the meaning of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended):

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 Contractor or its subcontractors 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 City 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 City shall arise even if City is the only party sued by claimant and/or claimant alleges that 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 and will pay on behalf of City 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 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. LIABILITY; COLORADO GOVERNMENTAL IMMUNITY ACT: For Contractors that are a "public entity", the Contractor and the City each represent that they are a self-insurer as permitted by the Colorado Governmental Immunity Act, and that each will continue to qualify as a self-insurer or will obtain commercial insurance in connection with the subject matter of this Agreement. Neither party shall have any liability or responsibility to anyone for any act or omission of the other. Each party is responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or Contractor may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., *et seq.*) or to any other defenses, immunities, or limitations of liability available to the City or Contractor by law.

17. 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.

18. 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.

19. TERMINATION:

A. Notice of Deficiencies (with opportunity for corrective action). In the event the City identifies one or more deficiencies in Contractor's performance of the Services or

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

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

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

(3) Within three (3) business days of the date specified in the Quality Improvement Plan for the correction of each identified deficiency, the Contractor will verify in writing to the Director that it corrected each identified deficiency according to the Quality Improvement Plan and will further state the measures taken to correct each identified deficiency. If the Contractor does not complete the Quality Improvement Plan on or before the date designated for completion, the Contractor will provide written notice to the Director within twenty-four (24)

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

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

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

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

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

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

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

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

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

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

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

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

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 time period as set forth pursuant to Section 18.

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

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

Contractor will timely notify the City in writing if any employee, agent or contractor of Contractor is convicted or found liable, pleads *nolo contendere*, enters into a formal agreement in which the person admits guilt or liability, enters a plea of guilty, or otherwise admits

culpability or liability for crimes of violence, sexual assault, assault, battery, child abuse or endangerment, neglect of a child, child sexual assault, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Contractor's business.

B. By the Contractor. The Contractor may terminate this Agreement for substantial breach by the City, including the failure to compensate Contractor timely for services performed under this Agreement, that has not been corrected within thirty (30) calendar days of Contractor's written notice to do so identifying the breach including but not limited to the City's failure to meet its obligations herein and if additional conditions are lawfully applied by HHS to the Grant and upon the City, and the Contractor is unable or unwilling to comply with such additional conditions, then the Contractor may terminate this Agreement by giving thirty (30) days' written notice signifying the effective date of termination. In such event, the City has the right to require the Contractor to make adequate arrangements to transfer the City's Head Start programs, operations, and activities to another Contractor or to the City. In the event of any termination, all property and finished or unfinished documents, data, studies, reports purchased or prepared by the Contractor under this Agreement will be disposed of according to HHS directives. Notwithstanding any other provision contained herein, the Contractor will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is agreed upon or otherwise determined.

C. Nothing in this Agreement gives the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Director. If the Agreement is terminated with or without cause the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement. In the event that this Agreement is terminated prior to the expiration date specified in Paragraph 4, "**Term**", 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. Tangible Property. The Contractor shall comply with all federal regulations applicable to property and procurement standards (which are currently presented in 45 CFR Part 75). With respect to the procurement of goods and services, supplies, and equipment, as such terms are presented in 45 CFR Part 75, the Contractor shall use its own documented procurement procedures as long as such procedures conform to applicable Federal and City laws, the standards identified in this Section, and 45 CFR Parts 75.327 through 75.335. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Contractor shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. The Contractor will establish written procurement standards covering competition, conflicts of interest, and governing the actions of employees engaged in the selection, award, and administration of contracts consistent with the "Procurement Standards" contained in 45 CFR Part 75 and consistent with the requirements contained in this Section 20.

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

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

22. SITE LOCATIONS, LEASES AND LICENSES:

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

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

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

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

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

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

- A. The Head Start Act, as amended, codified at 42 U.S.C. 9801, *et seq.*;
- B. Head Start Program Performance Standards, 45 CFR Part 1301 through 1305, including all regulations referenced therein and all successor regulations pertaining to the Head Start program;
- C. 45 CFR Part 16, 30, 46, 75, 80, 81, 84, 87, and 92;
- D. All applicable circulars of the U.S. Office of Management and Budget ("OMB") including without limitation Omni-Circular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 CFR Part 200, *et seq.* and 2 CFR

Part 25.110;

E. Program instructions, directives, and guidance. All manuals, policies, procedures, informational memoranda, Program guidance, instructions, directives, or other written documentation issued by the federal government or the City and provided to the Contractor concerning the Head Start Program or the expenditure of federal funds;

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

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

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

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

The Contractor shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" in all covered transactions associated with this Agreement. The Contractor is responsible for

determining the method and frequency of its determination of compliance with Executive Orders 12549 and 12689 and their implementing regulations;

J. Byrd Anti-Lobbying. If the Maximum Contract Amount exceeds \$100,000.00, the Contractor must complete and submit to the Agency a required certification form provided by the Agency certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award;

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

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

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

(1) In carrying out its obligations under the Agreement, Contractor audits officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal

employment opportunity statutes, laws, and regulations. Contractor agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Contractor will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.

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

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

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

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

harmless from any and all claims, losses, or demands that arise under this paragraph. Contractor acknowledges that Title VI prohibits national origin discrimination affecting persons with limited English proficiency (LEP). Contractor hereby warrants and assures that LEP persons will have meaningful access to all services provided under this Agreement. To the extent Contractor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, LEP persons shall not be required to pay for such assistance. Further, Contractor acknowledges the City's Office of Human Rights and Community Partnerships, Office of Sign Language Services (OSLS) oversees access for deaf and hard of hearing people to City programs and services. The Contractor will comply with any and all requirements and procedures of the OSLS, as amended from time to time, concerning the provision of sign language interpreter services for all services provided by the Contractor under this Agreement. Further, Contractor acknowledges the public policy requirement of the U.S. Dept. of Health and Human Services that no person otherwise eligible to participate in programs and services supplied under this Agreement will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as age, disability, sex, race, color, national origin, religion, gender identity, or sexual orientation. Contractor must comply with this national policy requirement with respect to the performance of work and administration of funds provided under this Agreement and for all programs and services supported by HHS awards. 45 CFR Part 75.300(c);

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

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

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

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

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

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

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

24. 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.

25. 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.

26. 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:

Executive Director of Denver Great Kids Head Start Office
201 West Colfax Avenue, Dept. 1101
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.

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

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

29. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. Data and Information. The Contractor will observe and abide by, and will cause its Subdelegates to observe and abide by, all applicable Federal, State, and local laws, regulations, executive orders, and policies governing the use or disclosure of confidential information concerning Denver's Head Start Program. Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City ("City Proprietary Data"); (2) personal information pertaining to persons receiving services from the Agency ("Client Data"), or (3) confidential proprietary information owned by third parties ("Third Party Proprietary Data"). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as "City Data". Contractor agrees that disclosure of City Data may be damaging to the City or third parties. Contractor agrees that all City Data provided to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor

shall exercise the same standard of care to protect City Data as a reasonably prudent Contractor would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential,” or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

D. “Data Protection Laws” means (i) all applicable federal, state, and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information; and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, Contractor shall provide for the security of all Personal Information and City Data in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for

all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children’s Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), and (vii) Colorado House Bill 18-1128.

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

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

G. Employees and Subcontractor. Contractor will ensure that, prior to being

granted access to the Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling. Only those employees of the Contractor who have a direct need for City Data shall have access to any information provided to Contractor under this Agreement. Prior to allowing any employee of the Contractor to access or use any City Data, the Contractor shall require any such employee to review and agree to the usage and access terms outlined in this Agreement. Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Proprietary Data or City Data to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement. Unless Contractor provides its own security protection for the information it discloses to a third-party service provider, the Contractor shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the City Data and protected information disclosed and reasonably designed to protect the City Data and protected information from unauthorized access, use, modification, disclosure, or destruction.

H. Loss of Personal Information or City Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Data, Contractor will, as applicable: (i) notify the person affected and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the person affected and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the person affected or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected person's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the person affected for any costs in notifying the affected individuals; (iv) in the case of Personal

Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the person affected for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the person affected in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the person affected, and (viii) provide to the City and the person affected a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Contractor. This Section will survive the termination of this Agreement.

I. Data Retention and Destruction. Using appropriate and reliable storage media, Contractor will regularly backup all City Data and Personal Information used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement, at the City's election, Contractor will either securely destroy or transmit to City the City Data in an industry standard format. Upon the City's request, Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used. With respect to City Data controlled exclusively by Contractor, Contractor will immediately preserve the state of the Personal Information or City Data at the time of the request and place a "hold" on Personal Information or City Data destruction or disposal under its usual records retention policies of records that include Personal Information or City Data, in response to an oral or written request from City indicating that those records may be relevant to

litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City. This Section will survive the termination of this Agreement.

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

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

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

M. Open Records. The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, CRS, and that in the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

30. INTELLECTUAL PROPERTY RIGHTS:

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

B. New Original Works. The City and Contractor intend that all property rights to new materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created, developed, or supplied by the Contractor in connection with the Services, any derivative works thereof, in preliminary or final form and on any media whatsoever (collectively, "New Original Works"), shall belong to the City free and clear from any and all claims of any nature relating to the Contractor's contributions and other efforts. The Contractor shall disclose all such items to the City unless the Director directs otherwise in writing. Contractor assigns to the City and its

successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the New Original Works and all works based on, derived from, or incorporating the New Original Works. Whether or not Contractor is under contract with the City at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the City, to enable the City to secure patents, copyrights, licenses and other intellectual property rights related to the New Original Works.

(1) To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the New Original Works are a “work made for hire” and all ownership of copyright in the New Original Works shall vest in the City at the time the New Original Works are created. To the extent that the New Original Works are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the New Original Works to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Contractor will not copyright, trademark or patent any work, materials, devices, methods, processes, or products New Original Works developed by Contractor as a result of the Services provided under this Agreement without the prior written approval of the City and, if required, the federal government. To the extent that Contractor cannot make any of the assignments required by this article, Contractor hereby grants to the City a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the New Original Works and all works based upon, derived from, or incorporating the New Original Works by all means and methods and in any format now known or invented in the future. The City may assign and license its rights under this license.

(2) In addition, Contractor grants to the City, and the federal government if required, (and to recipients of New Original Works distributed by or on behalf of the City) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and distribute the contents of the New Original Works.

C. **License.** The City hereby grants a non-exclusive limited license to the Contractor to use, during the Term, the Materials and New Original Works for Head Start purposes

only as well as any other Head Start program related materials, text, logos, documents, booklets, manuals, references, guides, brochures, applications, forms, advertisements, photographs, data, ideas, methods, inventions, and any other work or recorded information furnished to the Contractor for purposes of this Agreement, whether in preliminary or final forms and on any media. The Contractor may reproduce the Materials or New Original Works, add to them, combine them or otherwise modify them only for purposes of administering Head Start programs. Any other addition, combination or modification will require the prior written permission of the Director. The Contractor, upon the expiration or earlier termination of this Agreement, will return all such Materials and New Original Works, and all copies thereof, or will provide written verification that all such Materials and copies thereof have been destroyed by Contractor.

D. Contractor's Pre-existing Works. The Contractor shall retain all property rights to Contractor's Pre-existing materials, including derivative works, developed prior to the commencement date that are used in the performance of the Services ("Contractor's Pre-existing Materials"). The Contractor will disclose to the Director all Contractor's Pre-existing Materials, including derivative materials thereof, that Contractor uses in providing the Services. The City will not copyright, trademark or patent any of Contractor's Pre-existing Materials. Contractor hereby grants a non-exclusive limited license to the City to use for Denver's Head Start Program purposes only Contractor's Pre-existing Materials.

E. Derivative Works. The Parties intend that derivative works shall include revisions, improvements, alterations, adaptations, translations, or modifications to Contractor's Pre-existing materials or New Original Works, as appropriate. Contractor will not include any of the City's New Original Works in any derivative works to Contractor's Pre-existing materials.

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

31. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26

D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

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

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

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

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

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

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

Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibits to Head Start/Delegate Agency Agreement

Exhibit A, Contractor's Application and narrative to provide Head Start Services for program year 2024-2025 (Program Design).

Exhibit B, Contractor's Budget and Justification.

Exhibit C, Calendar of Times and Days of Operations.

Exhibit D, Schedule for submission of reports.

Exhibit E, Certificate of Insurance.

Exhibit F, Site Locations.

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

Exhibit H, Standardized Health/Wellness Form.

Exhibit I, Standardized Head Start Eligibility Form.

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[SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE]

Contract Control Number: MOEAI-202474473-00
Contractor Name: SCHOOL DISTRICT NO. 1 IN THE CITY AND
COUNTY OF DENVER AND STATE OF COLORADO,

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: MOEAI-202474473-00
Contractor Name: SCHOOL DISTRICT NO. 1 IN THE CITY AND
COUNTY OF DENVER AND STATE OF COLORADO,

By:  4C339FF7C2FB49F...

Name: Jose Paz
(please print)

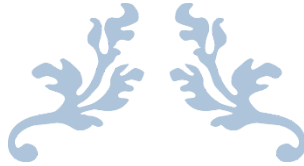
Title: Jose Paz
(please print)

ATTEST: [if required]

By: _____

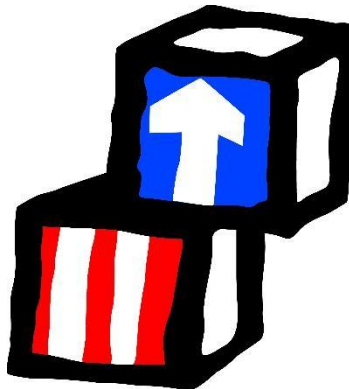
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BASELINE APPLICATION YEAR 1

Denver Public Schools Head Start



PROGRAM YEAR
2024-2025



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EXHIBIT A



TABLE OF CONTENT

Section I. Program Design and Approach to Service Delivery	2
Sub-Section A. Goals	2
1. Program Goals, Measurable Objectives and Expected Outcomes	2
2. Alignment of School Readiness Goals with HSELOF	16
3. Development of Program Goals	17
Sub-Section B. Service Delivery	17
1. Service and Recruitment Area	17
2. Needs of Children and Families	21
3. Proposed Program Options and Funded Enrollment Slots	27
4. Centers and Facilities	29
5. Eligibility, Recruitment, Selection, Enrollment and Attendance	31
6. Education and Child Development	33
7. Health	39
8. Family and Community Engagement	43
9. Services for Children with Disabilities	46
10. Transition	47
11. Services to Enrollment Pregnant Women	48
12. Transportation	50
Sub-Section C. Governance, Organizational, and Management Structures	51
1. Governance	51
2. Human Resources Management	53
3. Program Management and Quality Improvement	57
Section II. Budget and Budget Justification Narrative	58



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EXHIBIT A



Section I. Program Design and Approach to Service Delivery

Sub-Section A. Goals

1. Program Goals, Measurable Objectives and Expected Outcomes

Denver Public Schools Head Start (DPSHS) plans to continue serving 350 children in 22 Level IV Colorado Shines-rated, six-and-half-hour, full-day classrooms, by providing developmentally appropriate educational services for three- and four-year-old children in safe and nurturing environments. DPSHS serves primarily four-year-olds, with three-year-olds enrolled in mixed-age classrooms. The program promotes the development of young children in all the Central Domains of the Head Start Early Learning Outcomes Framework while responding to the needs of families. The program's curricula, Creative Curriculum or Tools of the Mind, are aligned with standards implemented in K-12 education within Denver Public Schools. These standards include the Common Core State Standards, the Colorado Academic Standards, and the World-Class Instructional Design and Assessment (WIDA) English Language Development Standards ensuring a smooth transition to Kindergarten and beyond. Program staff and teachers are highly qualified and experienced. Classroom teachers are Early Childhood Education (ECE) qualified with Colorado teaching licenses and certificates. As part of the Denver Public Schools (DPS) system, DPSHS draws on a comprehensive web of support services for children and families including parent leadership and engagement opportunities, transitional resources, translation and interpretation services, support for homeless families, health screenings and best practices, financial literacy, and strong partnerships within and outside the district.

DPSHS places emphasis on its goals and objectives by concentrating efforts where a need for growth is determined. TS Gold scores have increased in the developmental domains according to



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the first checkpoint of the 2023-2024 school year, compared to the first checkpoint in the 2022-2023. This outcome can be attributed to overall increased teacher effectiveness and aptitude in each of the categories. DPSHS staff and parents have received training and support to increase capacity to promote collaborative best practices in areas where growth may be identified as a need. Teachers and paraprofessionals receive stipends and/or tuition reimbursements that promote continued learning and coursework that furthers their education and development within the early childhood education profession. This also helps them meet teacher and paraprofessional Head Start specific qualifications.

Despite unprecedented challenges due to COVID-19 in previous school years, our agency collaborated with Denver Great Kids Head Start and DPS Early Childhood Education to provide classroom, teaching staff, support staff, students, and families with expanded services, support, resources, and supplies needed to overcome the unexpected consequences produced by the pandemic. There were many positive outcomes that were accomplished and some of which have remained in practice. Similarly, comprehensive service staff have a district reputation and focus on placing importance on the family and their individualized needs. The result is expected progress toward meeting each of the objectives and goals:



Program Goal 1:

All Denver Great Kids Head Start children will receive high quality education that is culturally and linguistically responsive, preparation for preschool/kindergarten and transition, while providing opportunities for parents to support learning at home, family engagement, and parent advocacy.

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
1 A. By 2028, all DPS classrooms will provide high quality, culturally responsive learning environments as measured by CLASS and Teaching Strategies GOLD scores – all classrooms at or above CLASS averages, 80 percent of children at widely held expectations.	<ul style="list-style-type: none"> • TS Gold Scores- The following are results for Meeting or Exceeding Expectations during the 22-23 SY in these 8 domains: <ul style="list-style-type: none"> ○ Soc Emot: 89% ○ Physical: 89% ○ Language: 90% ○ Cognitive: 88% ○ Literacy: 92% ○ Math: 77% ○ Spanish Lang: 78% ○ Spanish Lit: 85% • On average, this equals 86% of students meeting or exceeding TS Gold expectations for all 8 domains. • The current SY results will be shared next school year. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Use TS Gold data to guide program & classroom design and continuous improvement. • Implement Creative Curriculum or Tools of the Mind and its components. • Implement strategies, and supplemental programs if needed, that support all areas of the School Readiness Plan. • Observe and rate teacher-child interactions in all classrooms using the district developed growth and performance system known as LEAP (Leading Effective Academic Practice) and CLASS with feedback data provided to teachers by trained district staff. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> • TS Gold: All Domains • CLASS Results • DGKHS' CCR Parent Survey Results 					



Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
1 B. By 2028, retention rates of highly qualified teachers will increase from baseline data, and 80% of all teachers will have a BA degree or higher.	<ul style="list-style-type: none"> Retention Rates- <ul style="list-style-type: none"> 71% of DPSHS teachers continued with the program from the 2022-23 to the 2023-24 school year. BA Degree or Higher- <ul style="list-style-type: none"> Per school district and state licensing requirements, 100% of DPSHS teachers have at least a BA degree and teacher license. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Establish a system to promote the use of a Head Start Professional Development plan for all teachers (voluntary) and paraprofessionals (required if qualifications have not been met, voluntary otherwise). Support each school's professional development goals to support Head Start teacher growth. Continue to participate in the Colorado Quality Rating and Improvement System. Evaluate all employees through employee evaluations systems implemented by the school district. Review Teaching Strategies Gold data, CLASS results, and Anecdotal Records three times a year to identify trends and the need for staff training and coaching. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> TS Gold: All Domains CLASS Results Teacher degrees Paraprofessional Credentials LEAP Results 					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
1 C. By 2028, all DPS children continuously enrolled during the program year will have a DPS ID number within 60 days of enrollment and all families	<ul style="list-style-type: none"> DPS ID Numbers- <ul style="list-style-type: none"> 100% of students received a DPS ID number within 60 days of enrollment. Kindergarten Transition Options- 				

EXHIBIT A



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will be informed of kindergarten options.	<ul style="list-style-type: none"> 100% of families were provided with supportive, proactive, informative, and transitional options before ending the 2022-23 SY. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Communicate frequently with kindergarten teachers and parents to share classroom events, activities, and accomplishments to promote transition. Collaborate with grantee and other delegate agencies to acquire transitional information, resources and supplies for all families. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> DGKHS' CCR Parent Surveys Family Liaison logs Anecdotal records of teacher and paraprofessional needs 					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
1 D. By 2028, 90 percent of families will complete a Family Outcome Survey that is linked to Teaching Strategies GOLD outcome scores.	<ul style="list-style-type: none"> Family Outcome Survey Completion as of January 2024- <ul style="list-style-type: none"> 83% or 289 out of 350 potential families completed the Family Outcome Survey in the Fall of 2023. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Communicate frequently with staff and parents to share the importance of surveys and their completion. Collaborate with grantee and other delegate agencies if needed to acquire, distribute, and collect completed surveys from all families. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> DGKHS' CCR Parent Surveys Family Liaison logs Anecdotal records of teacher, paraprofessional, and liaison needs for parent support 					



Program Goal 2: Children and families enrolled in DGKHS will be supported by staff through an anti bias lens and experience and receive equitable access to quality health outcomes.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
2 A. By 2028, 100 percent of enrolled DPS children will have a hearing, vision and dental screening, and medical and dental exams.	<ul style="list-style-type: none"> Health Screenings Completed as of January 2024: <ul style="list-style-type: none"> Hearing= 95% Vision= 95% Dental= 92% Health Exams Completed as of January 2024: <ul style="list-style-type: none"> Medical= 100% Dental= 100% 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Satisfy Head Start expectations and send results of health screenings home in a timely manner. Inform teachers, Family Liaison Specialist (FLS) and other relevant Head Start staff of the children referred for follow-up services. Nurses communicate with parents at drop-off and pick-up and place phone calls to parents who are not available for face-to-face meetings; and solicit interpreter services if required. Teachers, FLS and paraprofessionals provide additional reminders to parents if needed. Problem-solve with parents and staff to identify barriers to acquiring follow-up services and identify solutions to address the barriers. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Overweight and obesity rates Percent of children enrolled in health insurance and have a medical home Percent of children who have received health screening Immunization Rates Percent of children who receive appropriate follow-up care TS Gold results: Social Emotional and Physical domains Database management system 					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
2 B. By 2028, 90 percent of enrolled DPS children identified as needing health or dental	<ul style="list-style-type: none"> Health Follow-Up as of January 2024- 100% Dental Follow-Up as of January 2024- 100% 				



follow-up will receive follow-up care.					
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Teachers will develop schedules and plan lessons by following district, state licensing, and Head Start requirements for family-style meals and daily exercise. Parent meetings will include health and nutrition training sessions for the benefit of the family's lifelong well-being; interpretation services provided if required. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> TS Gold results: Social Emotional and Physical domains Classroom schedules will be posted in classrooms with appropriate time for breakfast, lunch, snacks and physical activities Educational coordinator will review schedules with teachers to ensure compliance with school, district, state licensing, and Head Start expectations 					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
2 C. By 2028, 100 percent of children in agencies using DECA will receive both a Teacher and Caregiver DECA and 80 percent of DPS staff will participate in anti-bias education training to deepen their self-awareness and understanding/value differences in children and families.	<ul style="list-style-type: none"> DECA (or Behavioral and Emotional Screening System for DPS [BESS]) by teacher and caregiver completed as of October 2023- <ul style="list-style-type: none"> 82% completed by teachers. 10% completed by caregivers. We are working on collecting more this school year. Anti-Bias Education Training completed as of January 2024- <ul style="list-style-type: none"> 98% 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Leverage vendor contracts to provide resources for health and nutrition support. Send results of health screenings home in a timely manner. Inform teachers, Family Liaison Specialist (FLS) and other relevant Head Start staff of the children referred for follow-up services. Problem-solve with parents and staff to identify barriers to acquiring follow-up services and identify solutions to address the barriers. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Overweight and obesity rates Percent of children enrolled in health insurance and have a medical home 					



- Percent of children who have received health screening
- Immunization Rates
- Percent of children who receive appropriate follow-up care
- TS Gold results: Social Emotional and Physical domains
- Parent training sessions: interpretation if required



Program Goal 3: Denver Great Kids Head Start will enroll the highest risk families into programming that provides leadership opportunities to build connections to the community and to improve their skills to support successful transitions.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
3 A. By 2028, 80 percent of enrolled families will participate in delegate/grantee Family Engagement Activities, and 100 percent will have received a resource of service according to the PIR.	<ul style="list-style-type: none"> Family Engagement Activities participation as of January 2024- <ul style="list-style-type: none"> 95% Received a resource of service as of January 2024- <ul style="list-style-type: none"> 95% 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Provide HS parents with educational and leadership development opportunities. Develop Family Partnership Agreement. Strategies may vary from site to site but they include Family Service Meetings and these activities: <ul style="list-style-type: none"> Beginning Family Partnership Agreement (FPA) discussions at enrollment. Utilizing the family self-assessment tool to support families in identifying goal areas. Scheduling time for Family Liaison Specialists (FLS) to meet with parents about FPA goals during Parent/Teacher conferences. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> % of families who have completed plan goals including but not limited to: <ul style="list-style-type: none"> GED completion ESL participation Employment Retention % of families who have made progress on goals including but not limited to: <ul style="list-style-type: none"> GED participation Received Employment Resources Parent meeting attendance Database management system 					



Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
3 B. By 2028, 85 percent of families will complete a Strengths and Needs Assessment and Family Partnership Agreement.	<ul style="list-style-type: none"> FPA Completed as of January 2024- <ul style="list-style-type: none"> 71% 				

-Activities or Action Steps to Meet Objective Above:

- Provide HS parents with educational and leadership development opportunities.
- Encouragement to develop Family Partnership Agreement.
- Strategies for ensuring effective transitions to kindergarten may include:
 - Inviting Kindergarten teachers to parent meetings.
 - Partnering with Kindergarten teachers to develop a summer activity packet for families.
 - Providing transition materials to families to help them sustain learning over the summer.

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

- TS Gold Data
- Distribution and total number of transition kit materials
- DGKHS' CCR parent survey results

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
3 C. By 2028, DGKHS & DPS will strengthen existing and establish new strategic partnerships within the community to facilitate systems improvements and ease of access for DGKHS families as measured by MOUs and Strengths Needs Assessment, and Family Outcome Survey data.	<ul style="list-style-type: none"> Strengthening existing community partners- <ul style="list-style-type: none"> Management staff and/or family service team members have maintained productive communication with existing partners to review processes and share potential enhancements in services. Emphasis has been placed on introductions of new staff members and in-person 				



Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
	<p>connections during cross-content and delegate directors' meetings.</p> <ul style="list-style-type: none"> ○ One specific example is the decreased cost and discount in purchasing bus passes for families. ● Establishing new community partners- <ul style="list-style-type: none"> ○ We have been welcoming to meeting with and learning about community programs and services that will enhance & increase the services we offer to families. ○ One specific example is Laundry Love who partners with local laundromats to provide free laundry in order to nurture the health, hygiene, economic, and relational wellbeing of families living in poverty. 				

-Activities or Action Steps to Meet Objective Above:

- Provide HS parents with educational and leadership development opportunities.
- Strategies for consistent engagement of families in Head Start may include:
 - Encouraging teacher involvement in parent meetings.
 - Shifting language used by staff from parent "meetings" to parent "events" and/or "workshops".
 - Continuing to redefine and freshen the format, agenda, and marketing for parent events and workshops.

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

- Parent sign-in forms, surveys and feedback



- DGKHS' CCR parent survey results



Program Goal 4:
Program Goal 4: All Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments, and parents work to improve their skills as advocates to ensure children are ready to succeed in school.

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
4 A. By 2028, 85 percent of all children enrolled in DPS with Individualized Education Plans (IEPs) will demonstrate growth in school readiness as measured by TSG	<ul style="list-style-type: none"> 80% of our students with an IEP are currently demonstrating growth between the first and second checkpoints, by reaching “meet” expectations. 				

-Activities or Action Steps to Meet Objective Above:

- Provide guidance to staff and family members on inclusive learning environments.
- Ensure teachers and family members have access to and understanding of IEP goals, accommodations and services for children with disabilities so that this information can be included in classroom planning and home support efforts.
- Maintain up-to-date tracking of children in a referral process.

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

- TS Gold Growth
- Parent surveys and feedback
- Database management system

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
4 B. By 2028, 100 percent of children with disabilities and their families will have transition	<ul style="list-style-type: none"> 100% of children identified with a disability and their families have started conversations with 				



Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
meetings and be provided with a range of options.	their teachers and support staff about options for the following school year. <ul style="list-style-type: none"> This includes but is not limited to IEP meetings, preparational conversations with the family service liaison, classroom and school options, introductions to next school year potential staff, and summer activities and support when schools are closed. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Maintain up-to-date tracking of children in a referral process. Maintain a schedule in calendar and/or shared folder for management staff knowledge and support. Continuous communication and teamwork with DPS Special Ed. Staff and teachers. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Meeting timeline for evaluations Parent surveys and feedback Database management system 					



Program Goal 5: Denver Great Kids Head Start operations and financial administration are efficient, effective, and promote parent, family, and community engagement across all levels of Head Start programming.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
5 A. By 2028, all services purchased or negotiated are supportive of DPS grant goals, objectives and promote school readiness and parent engagement.	<ul style="list-style-type: none"> Thanks to multitiered check and balance processes with DPS and DGKHS, all services and supplies purchased by DPSHS must receive approval from at least three levels before they are processed. Any services or goods that have a potential for not meeting school readiness or parent engagement foci, have and will continue to be shared by the delegate director or content area specialist with the DGKHS director or corresponding content area director for guidance and approval. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Review financial projections and variance reports at DPS Head Start Focus Team meetings and Parent Policy Committee officers' meetings. Ensure policy and procedures defined by the School District to achieve transparency and streamlined systems. Provide the board and policy committee a supplement to the variance report that details variance in specific categories. Meet deadlines and special financial reporting requests by grantee, school district, community or parent group/representative in a timely manner. TS Gold and database management system access to grantee and school district leadership ensures transparency. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Audit findings Financial projections Percent of administrative costs (not to exceed 15 percent) Surveys and feedback from staff and parents Variance Report and supplement to variance report 					



<ul style="list-style-type: none"> Spending all funds in appropriate categories 					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
5 B. By 2028, all fiscal staff will have completed federal grant trainings, ensuring knowledge of rules and regulations as it pertains to the DGKHS grant.	<ul style="list-style-type: none"> The DPSHS delegate director and/or senior budget analyst participate in federal or grantee reviews/audits, NHSA conference workshops focused on fiscal and financial topics, and online trainings by NHSA, ECLKC, Region VIII, grantee or similar organizations that provide updated or new rules and regulations. When either of these staff members can't attend, the DPSHS Operations Coordinator is invited to attend, and then later review information with the absent staff member. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Consider data analysis (TS Gold, Self-assessment, Community Assessment, LEAP results) that guides programmatic design and financial investments. Policy advocacy for school readiness and early childhood education. Identify unfunded needs by reviewing data and gathering information from parents and staff. Operational decisions will solicit grantee's feedback as well as consideration of community assessments, self-assessments, city data, and community resources. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Audit findings Financial projections Surveys and feedback from staff and parents Spending all funds in appropriate categories TS Gold, CLASS, and school readiness data-driven decisions 					
Objective(s)	Progress, Outcomes, and Challenges				



	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
5 C. By 2028, fiscal staff will have added to internal process improvement efforts relevant to grant setup, contracting, and procurement, minimizing waste and ensuring efficiency during peak times.	<ul style="list-style-type: none"> The DPSHS delegate director and the senior budget analyst have developed processes, policies, and procedures in alignment with school district requirements and partnership with DPS staff to ensure fiscal and financial compliance with both school district and federal grants. Both the DPSHS Operations Coordinator and Office Support staff members are part of these procedures to ensure a collective understanding and compliance. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Identify unfunded needs by reviewing data and gathering information from parents and staff. Courtesy and respect will be mutually displayed in matters or meetings involving finances, operations or any other topic. Agendas, expectations and reports during meetings provide clarity and efficiency. Translation into parents' preferred language and a matching language register provided if needed. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Staff and parent feedback Presume positive intent Established or presumed meetings expectations Common courtesy, professional and civil practices Documenting counterproductive behavior 					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
5 D. By 2028, fiscal staff will have worked with grantee and vendor counterparts to ensure	<ul style="list-style-type: none"> The DPSHS delegate director and the senior budget analyst have developed a 				



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timeliness of all invoices and reports. They will have also established communication norms during times of staffing shortages and turnover to ensure completion of work.	trustworthy and effective professional working relationship based on transparent and frequent communication with the DGKHS Fiscal Administrator. <ul style="list-style-type: none"> In addition to regularly scheduled reviews and audits, several meetings take place during the school year, both officially and on an as-needed basis. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Review financial projections and variance reports at DPS Head Start Focus Team meetings and Parent Policy Committee officers' meetings. Ensure policy and procedures defined by the School District to achieve transparency and streamlined systems. Provide the board and policy committee a supplement to the variance report that details variance in specific categories. Meet deadlines and special financial reporting requests by grantee, school district, community or parent group/representative in a timely manner. TS Gold and database management system access to grantee and school district leadership ensures transparency. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Audit findings Financial projections Percent of administrative costs (not to exceed 15 percent) Surveys and feedback from staff and parents Variance Report and supplement to variance report Spending all funds in appropriate categories 					



Program Goal 6:
All Denver Great Kids Head Start children who are dual language learners will receive research based cultural, linguistic, anti-bias education and learning environments that honors the home language of the children and families while preparing them for school success with a strong foundation in language and literacy.

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
6 A. By 2028, 85 percent of all children enrolled who are dual language learners will demonstrate growth in language, literacy, and English language acquisition as measured by CLASS and Teaching Strategies Gold.	<ul style="list-style-type: none"> In the 2023-24 school year, 76% of dual language learners have demonstrated growth between the first and second checkpoints in TSGold this school year in these domains. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Use TS Gold data to guide program & classroom design and continuous improvement. Implement Creative Curriculum or Tools of the Mind and its components. Implement strategies, and supplemental programs if needed, that support all areas of the School Readiness Plan. Observe and rate teacher-child interactions in all classrooms using the district developed growth and performance system known as LEAP (Leading Effective Academic Practice) and CLASS with feedback data provided to teachers by trained district staff. Incorporate Bueno Training learning & ESL development by serving students who are dual language with quality services. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> TS Gold: All Domains CLASS Results DGKHS' CCR Parent Survey Results 					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
6 B. By 2028, 75 percent of DPSHS staff will receive professional development to increase and strengthen a culturally and linguistically responsive approach to teaching children who are dual language learners.	<ul style="list-style-type: none"> 98% of all DPSHS staff have received training related to this topic because of school district requirements. 100% of all teachers and paraprofessionals have the support of the district's dual 				



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	<p>language department and school by receiving group training and individualized coaching.</p> <ul style="list-style-type: none"> 100% of all teachers, paraprofessionals, and family service providers have the support of the district's Family and Community Engagement (FACE) department by receiving group training and financial incentive in best practices when visiting students and their families during home visits. 				
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> Use TS Gold data to guide program & classroom design and continuous improvement. Implement Multicultural Principles, Creative Curriculum, and/or Tools of the Mind and its culturally and linguistic responsive components. Implement strategies, and supplemental programs if needed, that support all areas of the School Readiness Plan. Observe and rate teacher-child interactions in all classrooms using the district developed growth and performance system known as LEAP (Leading Effective Academic Practice) and CLASS with feedback data provided to teachers by trained district staff. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> Multicultural Principles TS Gold: All Domains CLASS Results DGKHS' CCR Parent Survey Results 					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
6 C. By 2028, all families enrolled will be provided learning opportunities to increase understanding in strengthening their home language building upon a home school connection.	<ul style="list-style-type: none"> 99% of families have participated in some type of engagement activity, workshop, presentation, meeting, FPA, PPC, or individualized discussion with a focus on this objective. 				



-Activities or Action Steps to Meet Objective Above:

- Communicate frequently with kindergarten teachers and parents to share classroom events, activities, and accomplishments to promote transition.
- Collaborate with grantee and other delegate agencies to acquire transitional information, resources and supplies for all families.

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

- DGKHS' CCR Parent Surveys
- Family Liaison logs
- Anecdotal records of teacher and paraprofessional needs



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2. Alignment of School Readiness Goals with HSELOF

There have been no major updates or changes to child assessments, curricula, or staff-child interaction observation tools. Children’s progress is measured through ongoing assessment by classroom and disabilities staff with the research-based TS Gold. The alignment of TS Gold to the Central Domains is outlined in the Comparison of Standards Chart 1 below. The chart also includes the alignment of the TS Gold Objectives for Development with the K-12 Standards used by Denver Public Schools. Both the Common Core Standards and the Colorado Academic Standards are currently utilized by DPS in the K-12 classrooms. The state of Colorado has adopted the Colorado Early Learning and Development Guidelines (CELD). The document developed by the state to introduce the CELD include a guideline chart which aligns the CELD to the five Central Domains.

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

EXHIBIT A



COMPARISON OF STANDARDS for Denver Public Schools						
INDIVIDUAL CHILD ASSESSMENTS					CLASSROOM ASSESSMENTS	
HS Early Learning Outcomes Framework Birth to 5 (HSELOF) Central Domains	Preschool Domains	Common Core	CO Academic Standards	DPS Head Start Child Assessment Teaching Strategies Gold	CLASS DPS LEAP Framework*	ECERS
Social & Emotional Development	Social & Emotional Development		Social Studies	Social-Emotional #1-3 Social Studies #3.1	Emotional Support	Interactions
Approaches to Learning	Approaches to Learning			Social Emotional #1 Cognitive #11, 12, 13	Instructional Support	Activities
			Drama and Theater Arts	Cognitive #11,13,14		Activities
Language and Literacy	Preschool Domain Language and Communication	English Language Arts	Reading, Writing and Communicating	Language #8-10		Language & Reasoning
	Preschool Domain Literacy	English Language Arts	Reading, Writing and Communicating	Literacy #15-19		Activities
Cognition	Preschool Domain Mathematics Development	Mathematics	Mathematics	Cognitive #13 Mathematics # 20-23		Activities
	Preschool Domain Scientific Reasoning		Science	Science #24-28		Activities
Perceptual, Motor, and Physical Development	Perceptual, Motor, and Physical Development		Physical Education Dance	Social Emotional #1,2 Physical Development and Health # 4-7 Language #9 Math # 21 The Arts #3.5		Personal Care Routines

3. Development of Program Goals

Delegates including the Denver Public School Head Start program collaborate with its grantee, Denver Great Kids Head Start, to provide input and feedback during the developmental process of the Program Goals. The Head Start Performance Standards, the HSELOF, and guidance from the Region VIII office provided the foundation for our partnered process and final goals.

DPS Head Start parent council member representatives and alternates, along with parent from the other five delegate programs, were involved in the process. Parents gained knowledge, inquired, provided input, reviewed, and then voted on the new goals. Each goal incorporated the crucial component of parental involvement at its core.



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EXHIBIT A



The DPS Head Start parents then share pertinent information with parents from the delegate program during Parent Policy Committee meetings. A written summary of each meeting was developed by the Family Services coordinator and shared with Parent Policy Committee parents, Family Liaisons, and teachers. These individuals were asked to ensure that the summaries be posted in each classroom's parent and/or community bulletin board to share with other parents, community groups, and staff who were not able to attend Parent Policy Committee, Council, or staff meetings. This ensured the voice and involvement of all governing bodies, parents, and Head Start staff throughout the goal writing progression.

Sub-Section B. Service Delivery

1. Service and Recruitment Area

DPSHS staff reviewed the most recent DGKHS Community Assessment (CA) data to identify the neighborhoods with the highest poverty rates and the greatest unmet needs. A look at school facilities in these neighborhoods with sufficient capacity to address needs, and the other Head Start programs that currently serve various areas within DPS boundaries, childcare availability in the area, and family and health services already provided by the school were considered. Parent preference indicated that families prefer five-day, full-day programs. Blended funding (see below) allows DPSHS to provide full-day programs (6.5 hours, 5 days per week based on DPS School Calendar) in all Head Start classrooms. Therefore, Head Start services are allocated to the schools with the highest need where there is the capacity to serve the most families with full-day services. Montclair serves two financially differing communities. It serves students in the East Colfax neighborhood which includes many families living in motels and an immigrant community as well as a large percentage of families who do not qualify for



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EXHIBIT A



free and reduced meals. Head Start programs are co-located in schools with other early childhood education programs to provide options to non-Head Start eligible families in the community.

The targeted and specific geographic recruitment areas DPSHS will serve and the reasons for the choice of neighborhoods are based on the needs identified in the 2022 Denver's Great Kids Head Start Comprehensive Community Assessment (CA). Classrooms are located in neighborhoods in the City and County of Denver where poverty, ethnicity, race, immigrant status and eligibility for federal lunch programs indicate need for services. These and additional factors indicating need are listed in the table of targeted neighborhoods for the 2024-2025 funding period. The DPS Free and Reduced Lunch October count information from 2022 is from the DPS website and all other information is from the 2022 Community Assessment.

The CA identified increased poverty in Northwest Denver and a concentration of Head Start programs in the Near-Northeast neighborhoods of Skyland and Clayton. Ellis, in Southeast Denver, serving the Virginia Village neighborhood, continues to be a school with a high number of children qualifying for federal meal subsidies and a large population of ELLs. In Southwest Denver, residents of College View and Ruby Hill neighborhoods have a high level of poverty, non-English speakers and teen births. College View over the past few years has increased the health and family services available to all families in the school. A large eligible population is being served at Pascual LeDoux Academy with higher preschool service needs based on the Community Assessment and feedback from district and the school's leadership.

22 Denver Public Schools Head Start classrooms are strategically located in 10 DPS schools (Figure 1) with communities that have high needs as indicated on the Child Well-Being



EXHIBIT A



map (Figure 2) with the most limited opportunities for families, per the 2022 Denver Great Kids Head Start Community Assessment. Figure 1 displays each school's boundary area by color and when compared with Figure 2, one can associate each school's service area with communities that have the highest Limited Opportunity regions of the city: or areas with the darkest color on Figure 2 map.

EXHIBIT A

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

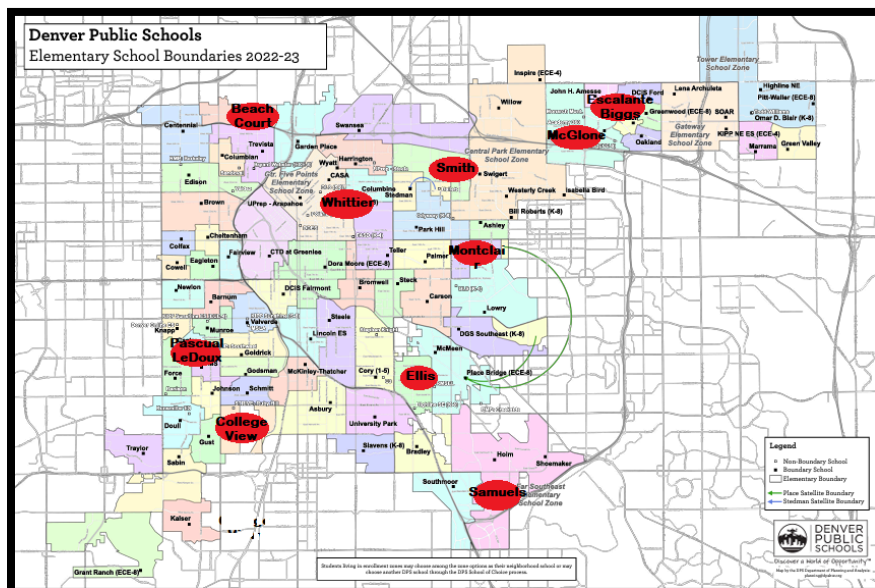
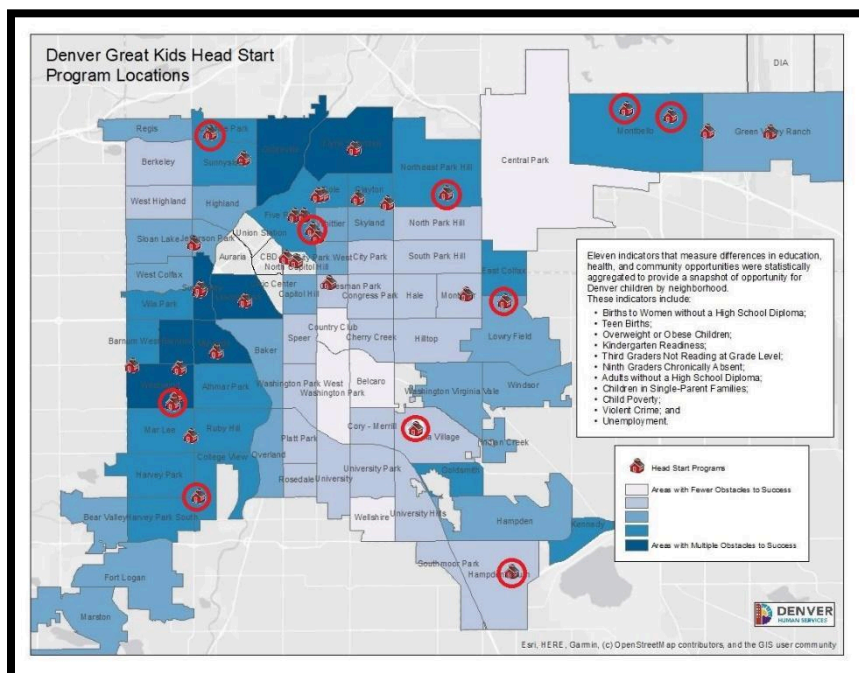


Figure 2: 2022 Denver Child Well-Being Index and DGKHS Program Locations, with Ten DPS Head Start classrooms circled in red.



The indicators that establish the regions of Denver with Limited to Abundant Opportunities include: Births to Women without a High School Diploma; Teen Births; Overweight or Obese Children; Kindergarteners NOT Reading at Grade Level; Third Graders NOT



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EXHIBIT A



Reading at Grade Level; Ninth Graders Chronically Absent; Adults without a High School

Diploma; Children in Single-Parent Families; Child Poverty; Violent Crime; and Unemployment.

As stated in the 2022 Community Assessment (p 7), “Using the poverty measure alone to determine advantage and disadvantage by place is inadequate. Rather, it is the culmination of factors together that present significant challenges to children and families. The child with fewer obstacles to overcome in everyday experiences is likely to have more opportunities for both academic and life success.”

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

2. Needs of Children and Families

Denver Public Schools Head Start (DPSHS) will serve 350 children in 22 Colorado Shines rated, six and-a-half hour, full-day classrooms providing developmentally appropriate educational services for four-year-old and three-year-old children in a safe and nurturing environment. DPSHS serves primarily four-year-olds, with some three-year-olds in mixed-age classrooms in which four-year-olds predominate. The program promotes the physical, social, emotional, and cognitive development of young children while responding to the needs of families. The program curricula, Creative Curriculum and Tools of the Mind, are aligned with standards implemented in K-12 in Denver Public Schools. These standards include the Common Core State Standards, the Colorado Academic Standards, and the World-Class Instructional



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EXHIBIT A



Design and Assessment (WIDA) English Language Development Standards ensuring a smooth transition to Kindergarten and beyond. Program staff and teachers are highly qualified and experienced. Classroom teachers are all ECE qualified with Colorado teaching certificates. As part the DPS system, DPSHS draws on a comprehensive web of support services for children and families including translation services, support for homeless families and strong partnerships both outside and within the district itself.

DPSHS addresses the identified need to prepare children to be ready to succeed in school and life. The primary data sources for this section are the 2022 DGKHS Comprehensive Community Assessment (CA), the FY2022 DPSHS Head Start Program Information Report (PIR), the DPSHS Family Service Data Base (FSDB) and the FY2022 Denver Public Schools Head Start Self-Assessment (SA).

DPSHS seeks to meet the needs of participating families through providing services, information and/or referrals, as well as ensuring that staff members are trained to provide these services in accordance with Head Start Performance Standards. The highest needs for family services are for English-language acquisition and social services.

The following data charts and maps inform and reaffirm our program's design, direction, and focus. They are taken from the 2022 DGKHS Community Assessment which states the following on p. 8, "Denver Great Kids Head Start is the Head Start grantee serving the entirety of the City and County of Denver. Total funded enrollment for Head Start is 1,312 slots. Denver Great Kids Head Start is also one of four Early Head Start grantees in Denver with a funded enrollment of 32 Early Head Start slots. Early Head Start and Head Start grantees collectively



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served approximately 31 percent of the eligible population in 2019. The need for service is far greater than Head Start resources alone can meet.” (Figures 3-14)

Figure 3: Early Head Start and Head Start Program Enrollment vs. Estimated Need in Denver

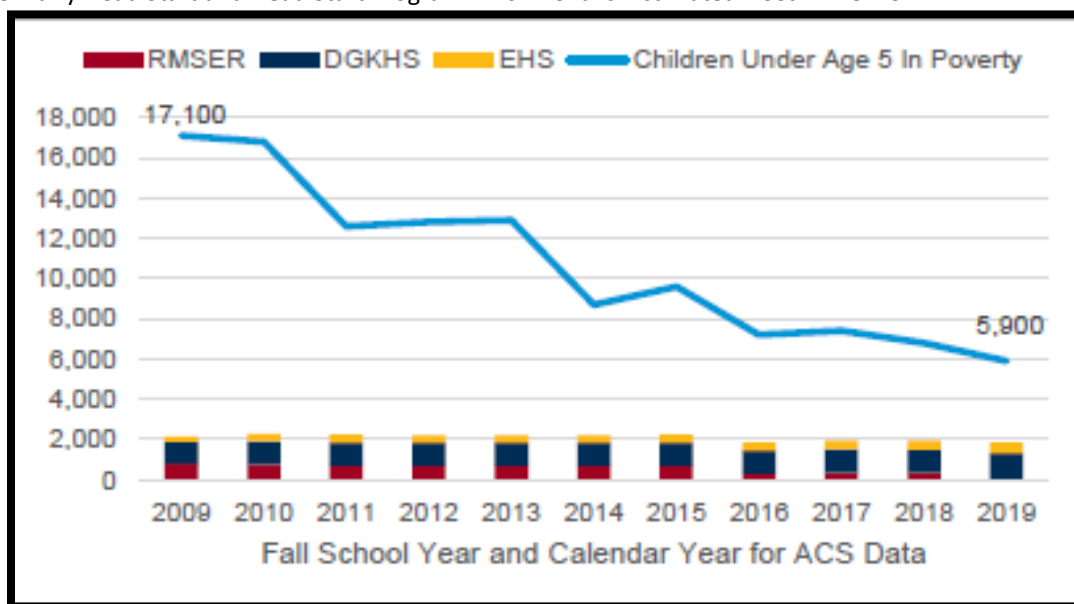


Figure 4: Children Age Four and Younger in Poverty

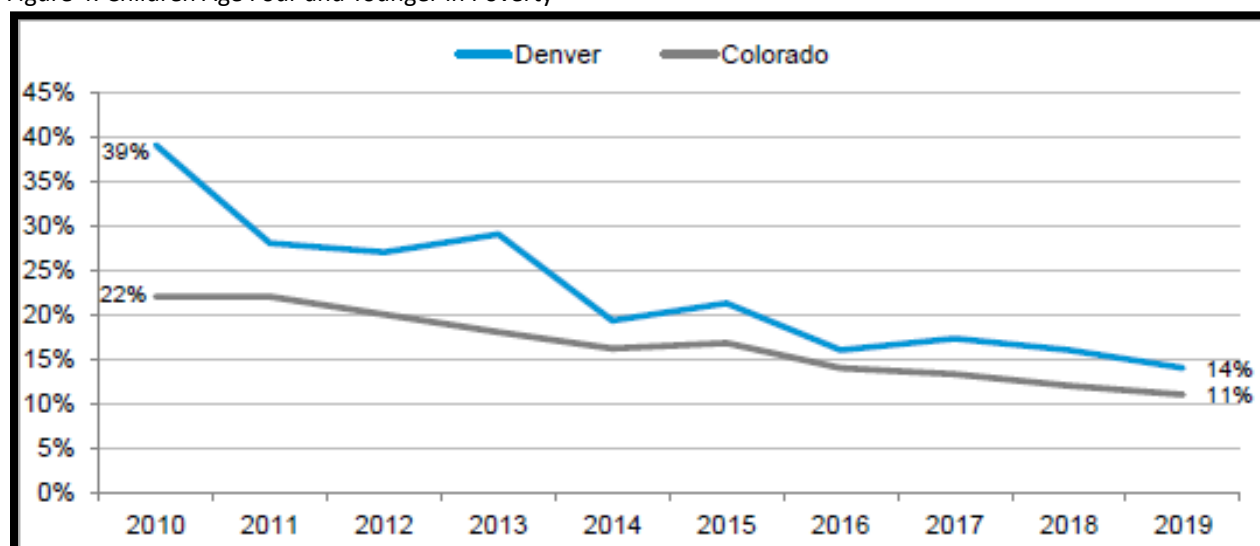


EXHIBIT A



Figure 5: Maps of Denver’s Asian Population

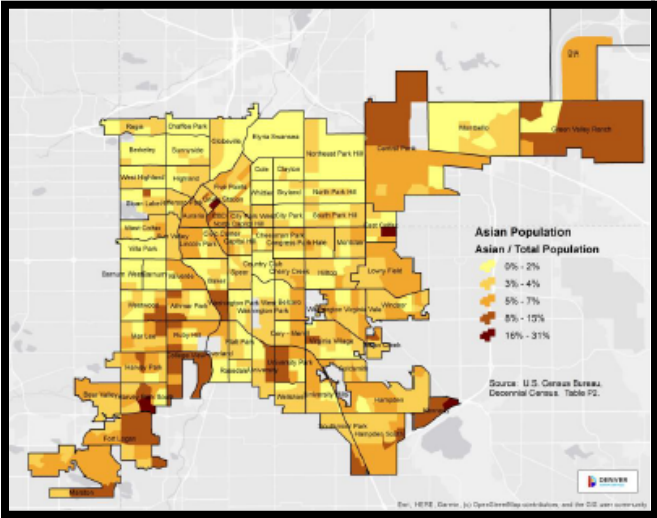


Figure 6: Maps of Denver’s Black Population

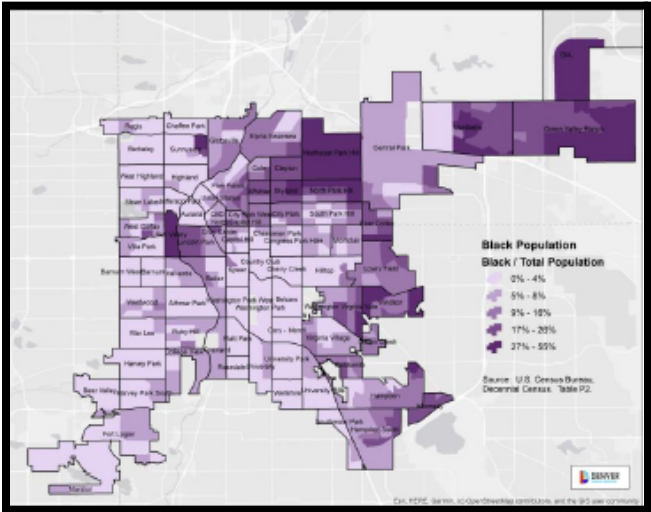


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Figure 7: Maps of Denver’s Hispanic Population

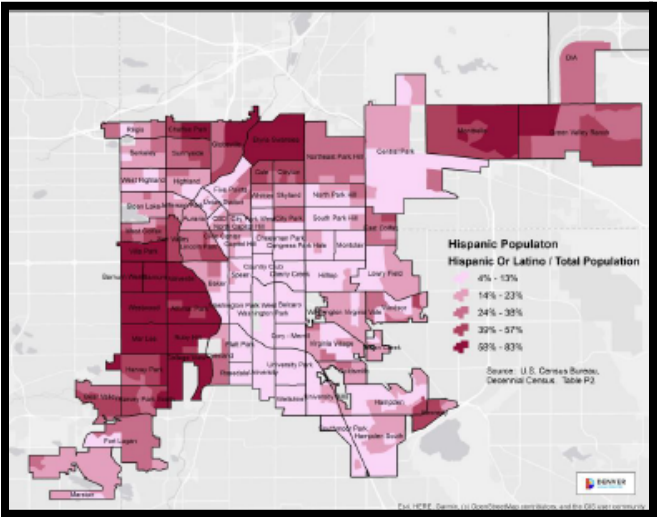


Figure 8: Maps of Denver’s Non-Hispanic White Population

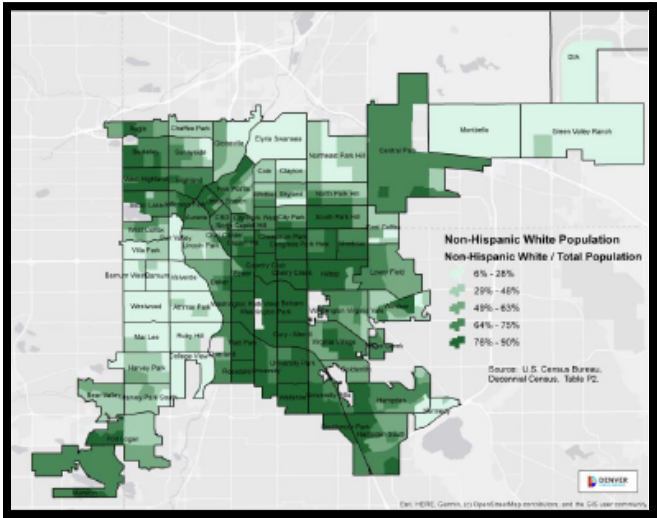


Figure 9: Children under Age Five

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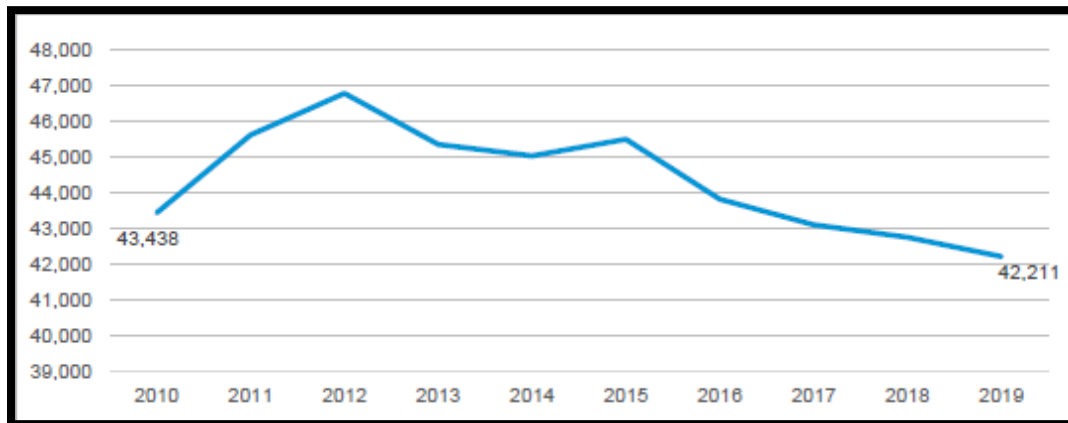


Figure 10: People Who Speak a Language Other Than English at Home

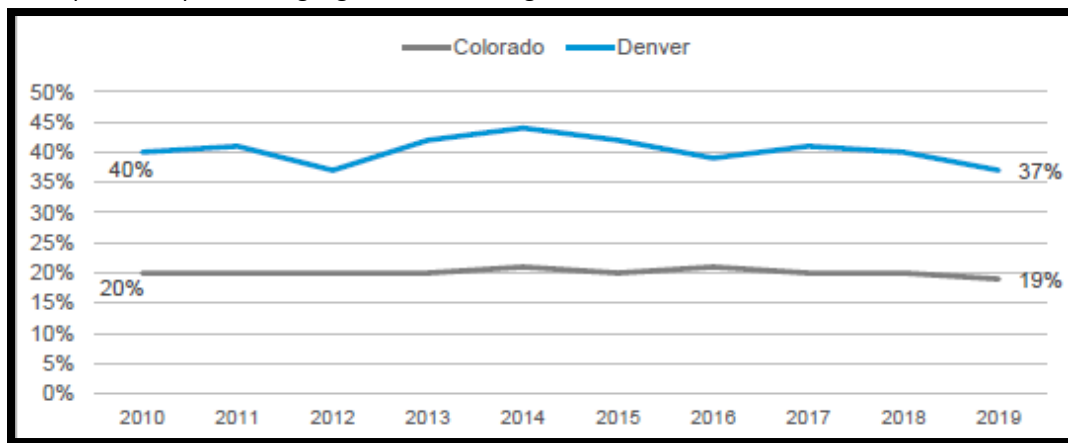


Figure 11: Children in Foster Care

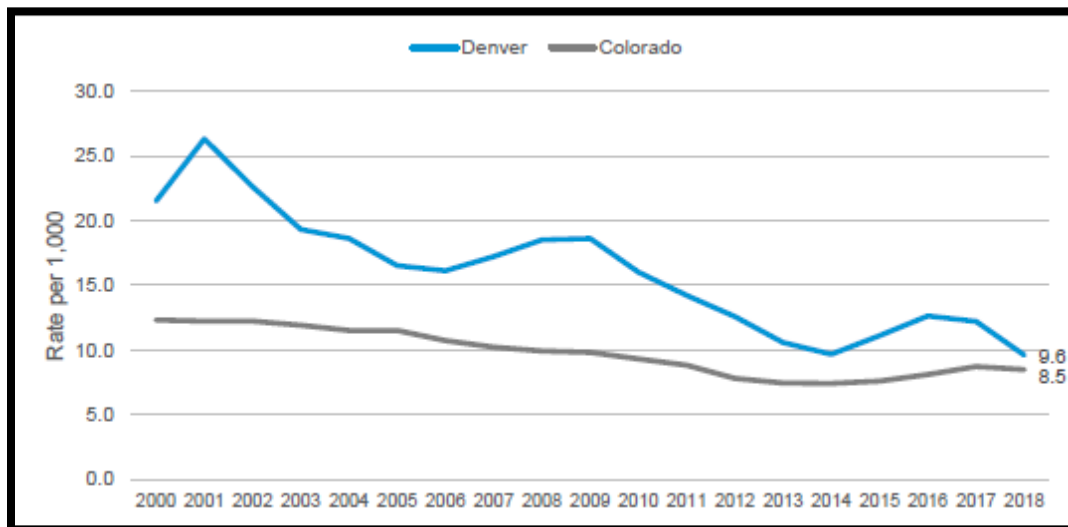


Figure 12: Children in Poverty

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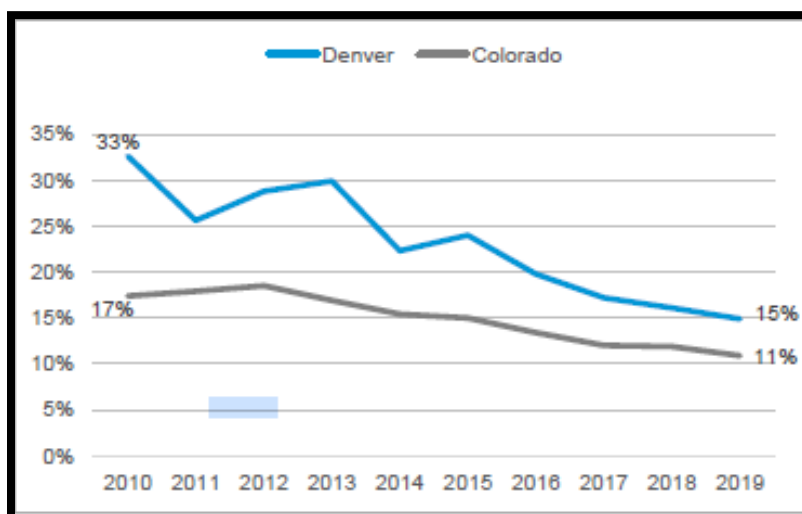


Figure 13: Children Living in Single-Parent Families

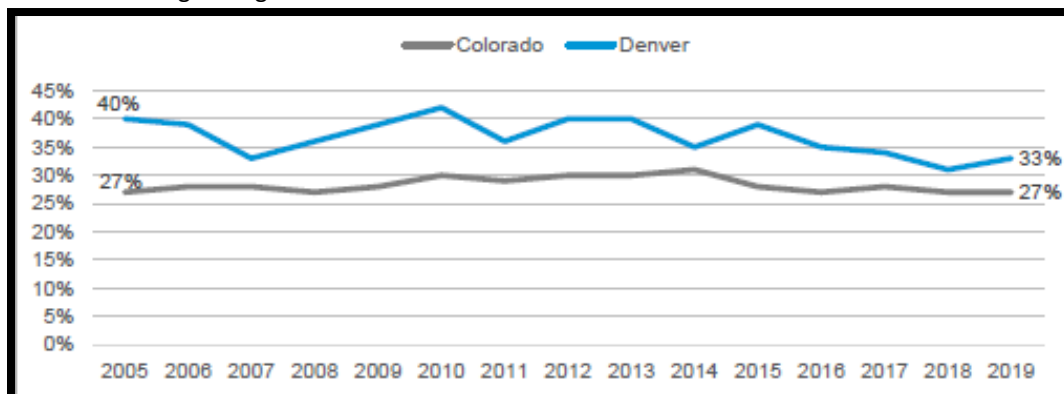
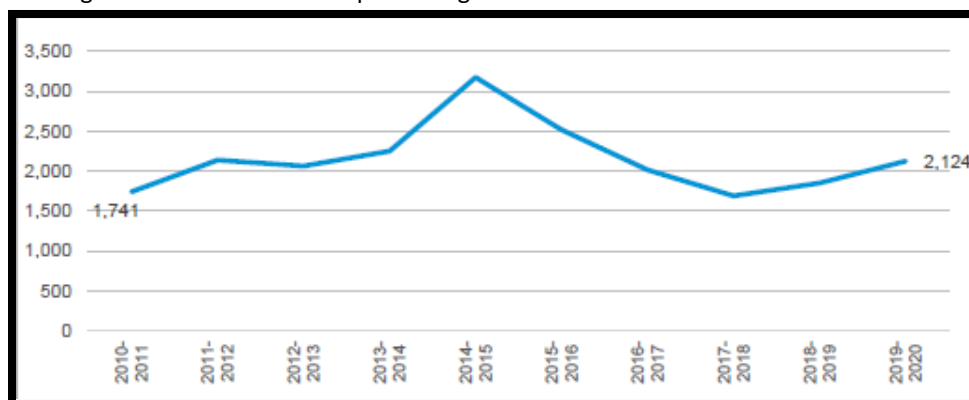


Figure 14: School-Aged Children in Denver Experiencing Homelessness Trends



3. Proposed Program Options and Funded Enrollment Slots

350 children will be served across 22 classrooms in 10 strategic center-based locations across the Denver Public School District system. The school readiness of the children will



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EXHIBIT A



continue to be demonstrated by progress in all domains of the Head Start Early Learning Outcomes Framework 2015. Having children's health needs identified and addressed will support them in maintaining their current trajectory of high levels of development into kindergarten and beyond. Identifying family needs, developing plans to address them, supporting parents to participate in school, and building patterns of consistent school enrollment and attendance will also support children's long-term growth. The staff's team effort staff to focus on school readiness will continue to be evident.

The team focus is fostered in Head Start staff development sessions where Family Liaison Specialists will work with the teachers and paraprofessionals serving their families. Together, they will identify services and approaches based on the children, families, and communities they jointly serve. The Health Team will continue to team with all staff by sharing information about children's needs and family follow-up. Teachers and Family Liaisons will incorporate the health information in their connections with families. Content area leaders interact with Parent Policy Committee members at meetings and during the self-assessment process to identify program improvements that will increase school readiness. Having all classrooms located in an elementary school increases the connection between school, Head Start staff, and Head Start parents which places additional focus on the importance of school readiness.

Blended funding provides full-day (6.5 hours, 5 days per week) Head Start services to all DPSHS classrooms. A total of 172.5 Head Start student report days at 6.5 hours per day is equivalent to 1,121.25 hours which meets the 1,020 provision service hours as specified at 45 CFR, section 1302.21 (c), (2), (iii), and (v). In these classrooms, state-legislated preschool dollars



EXHIBIT A



through the Colorado Preschool Program and locally generated, voter-approved, city sales tax revenues are combined with Head Start dollars to fund the program for Head Start children and families. DPSHS staff, children, and families benefit from both the full-day blended funding and additional resources provided by these sources. As recipients of the Colorado Preschool Program dollars, DPSHS participates in the statewide initiative, Results Matter, to collect outcome data on children across Colorado. This data informs practices with children in classrooms. Contributing child data to this initiative ensures that the strengths and needs of DPSHS children are integrated into state data, which informs early childhood policy development for the Colorado Department of Education.

4. Centers and Facilities

One change in the total number of classrooms has been planned for the 2024-25 school year. Montclair Elementary will be converting both of its ECE classrooms to a mixed Head Start and non-Head Start (blended) structure with a total capacity of 17 students in each classroom. Its 17 assigned Head Start slots will be distributed between both classrooms with a focus on assigning at least 8 Head Start slots in each classroom.

Another change will take place at Whittier Elementary School. Its existing Head Start classroom with a capacity of 17 Head Start slots, will be converted into a mixed Head Start and non-Head Start (blended) structure with a capacity of 20 students. A school district decision was made to close the existing ECE classroom, and the only preschool classroom will be this mixed Head Start and non-Head Start (blended) classroom:

EXHIBIT A



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Head Start

Center Location	Number of Slots	Number of Classrooms	Option Configuration (Option, days and months of operation)
Beach Court Elementary 4950 Beach Court, Denver, CO	34	2	Full day 6.5 hours /9 months
College View Elem. 2675 South Decatur St., Denver, CO	34	2	Full day 6.5 hours /9 months
Ellis Elementary 1651 South Dahlia St., Denver, CO	34	2	Full day 6.5 hours /9 months
Escalante-Biggs Academy 5300 Crown Blvd., Denver, CO	68	4	Full day 6.5 hours /9 months
McGlone Academy 4500 Crown Blvd., Denver, CO	34	2	Full day 6.5 hours /9 months
Montclair Elementary 1151 Newport St., Denver, CO	17	2	Full day 6.5 hours /9 months
Pascual LeDoux Academy 1055 S. Hazel Ct., Denver, CO	44	3	Full day 6.5 hours /9 months
Samuels Elementary 3985 S. Vincennes Ct., Denver, CO	34	2	Full day 6.5 hours /9 months
Smith Elementary 3590 Jasmine St., Denver, CO	34	2	Full day 6.5 hours /9 months
Whittier Elementary 2480 Downing St., Denver CO	17	1	Full day 6.5 hours /9 months
	350 Total Slots	22 Total Classrooms	



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EXHIBIT A



5. Eligibility, Recruitment, Selection, Enrollment and Attendance

DPSHS utilized the identified needs above under Methods for Determining Targets and Select Neighborhoods to develop selection criteria with guidance from DGKHS selection process. Each year the family services subcommittee which includes both parents and staff reviews the selection criteria to ensure that the families with most need are served at each site. Our Selection Criteria form has been updated this year in preparation for the 2024-2025 school year with the participation and approval of the Parent Policy Committee.

The Head Start Education and Disabilities Specialist (HSEDS) has developed in tandem with the Preschool Educational Specialists, a detailed process for special education referrals that ensures timely identification of children during each school year. We review the process each fall and spring for efficacy and adjust as needed. During springtime enrollment (generally April and May), the HSEDS works with Family Service Liaisons (FSLs) regarding children with current or potential special education needs. Based on enrollment information, the HSEDS and FSLs can schedule directly with the Child Find Coordinator for spring and summer screenings for children with possible needs. If advised, those children then proceed to a full evaluation prior to the start of the school year. Additionally, Child Find and the Preschool Support Partner's office informs Head Start staff about other children who are projected to occupy Head Start seats via the School Choice Office and Enrollment or Child Find, and FSLs follow up with those families to verify enrollment criteria and add the child to the Head Start roster.

During the school year, teachers who have spoken to and received permission from a child's parent(s)/guardian(s) submit a Request for Multi-Tiered Systems of Support (MTSS) Initiation form to start the referral process (available in English and Spanish). Forms request



Early Education
Joyful Learning from the Start

EXHIBIT A



detailed information about the child's development such as cognitive/pre-academic, speech and language, sensory/motor, and social/emotional. Data on the Request for MTSS Initiation form are considered the first round of the MTSS process. Teachers send the form to the HSEDS, who also meets with parents to get additional information, and then shares details with the appropriate special education staff. Thus begins the second round of MTSS, which is a six-week period of interventions suggested and supported by the special education providers and driven by the classroom teacher. At the end of the second round of MTSS, a child can receive a full evaluation if warranted based on the team's recommendations and data collected.

Throughout the year, the HSEDS and the Itinerant and School-based Special Education teams meet monthly to review and plan for all students with current IEPs or potential special education needs. The DPS Head Start coordinators also have individualization meetings with each classroom teacher in the fall, during which all domains of every child and her/his family are discussed and detailed follow-up plans are made as necessary to ensure whole-child and family supports are in place. Collaboration and communication among team members, along with commitment to children and families drive the processes in ensuring that at least ten percent (10%) of DPS Head Start enrollees are children with disabilities.

The Recruitment and Selection Criteria were revised to provide more uniformity in the criteria used to select children for enrollment in the Denver Great Kids Head Start (DGKHS) service area, while allowing for variation in the communities served by each delegate. Items and points in the DPSHS section are listed in the DPSHS Selection Criteria form.



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EXHIBIT A



6. Education and Child Development

There have been no changes to child assessments, curricula, or staff-child interaction observation tools. Creative Curriculum and Tools of the Mind curricula both align with the Head Start Early Learning Outcomes Framework: Ages Birth to Five and its central domains for preschool: Approaches to Learning; Social and Emotional Development; Language and Literacy; Cognition; and Perceptual, Motor, and Physical Development. The DPS Early Childhood Education department reserves several Professional Learning days during the school year to train, refresh, and ensure all ECE teachers and paras are implementing the curricula with fidelity. In addition, the HSEDS provides individual or small group support to the DPS Head Start teachers on an as-needed basis, based on teacher requests, school leadership requests, or anecdotal records.

Children's progress in these central domains is measured through ongoing assessment by classroom and disabilities staff with the research-based TS Gold. TS Gold is aligned to the five Central Domains as noted above on a Chart 1: Alignment of the Central Domains from HSELOF to TS Gold, K-12 Standards, Common Core Standards, the Colorado Academic Standards, CLASS, and ECERS.

Education. School readiness is the overarching goal of Head Start programs. All children need developmentally appropriate support to cultivate social-emotional, approaches to learning, physical, language and literacy, and cognitive skills. DPSHS children and their families require resources, education, and support for acquiring these skills that are necessary for success in school and life.



Early Education
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EXHIBIT A



In DPSHS's target areas, demographic data show high levels of poverty, minority populations and families where English is not the primary language. Each of these conditions can be associated with higher parent stress levels, leaving parents with less time and resiliency to support children in acquiring school readiness. Parents need support for basic needs, ESL, literacy, and parent-child activities to best support their children in preparing for school.

A range of 14% to 64% of children living in neighborhoods serviced by DPSHS are not ready for reading in the Spring of their kindergarten school year. (Community Assessment)

There is a gap in performance between low-income families and those with higher incomes in grades three through ten. Clearly, a large proportion of children in neighborhoods served by DPSHS are not succeeding academically. They need quality early-learning classrooms and appropriate individualized support to set them on the path for learning success.

Each DPSHS classroom meets the licensing ratio of one qualified adult to every ten children or less. A teacher and a paraprofessional are assigned to each classroom. The classroom teachers have a Baccalaureate or advanced degree in Early Childhood Education and/or coursework equivalent to a major relating to Early Childhood Education with experience teaching preschool-age children. Each instructional paraprofessional in DPS is required to have an associate degree, sixty college credits or have passed the WorkKeys test, an equivalency test for an associate degree. Newly hired paraprofessionals to a Head Start classroom will have a CDA, Associate, or Baccalaureate degree in Early Childhood Education or a plan in place to meet this Head Start requirement. Paraprofessionals will continue to be provided the opportunity to enroll in early education classes with funding assistance from the Head Start program. Many of the classroom staff members are bilingual in English and Spanish and supports are available



Early Education
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EXHIBIT A



through the schools for classrooms where children or their family members are non-English speakers.

Social Emotional Development. Teachers and paraprofessionals will be continuously and thoughtfully reminded of existing resources that help develop this approach to school readiness. Social Emotional Intentional Teaching Cards are part of the curriculum that are incorporated into daily lessons and activities. Another resource is Second Step which has been well-received by teachers. A concentrated effort will be made to expand its understanding and application. Behavioral and Emotional Screening System (BESS) will be continued as a valuable tool to inform and collaborate with families and form a united approach to developing each child's social emotional growth. BASC-3 BESS is a reliable, quick, and systematic way to determine behavioral and emotional strengths and weaknesses of children and adolescents in preschool through high school. It has been in use by DPS ECE and was approved as our program's screening tool before the 2023-2024 school year. Furthermore, the school district has a strong commitment to a whole child approach to learning, including socio-emotional supports. The DPS Early Childhood Education Department is collaborating with this effort for the purpose of increasing socio-emotional development support.

Approaches to Learning. Staff and parent professional learning sessions will integrate this school readiness goal and increase awareness of related terminology and best practices. A home-school connection will be fostered by promoting a welcoming environment where parents, elders, and relatives feel valued as an important constituent of their child's academic success. Home cultures and customs will be promoted by seeking children's interests and



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EXHIBIT A



individualized learning modalities. DPS Head Start will plan sessions that share research findings and best practices in a way that is interesting and fun for adult learners.

Perceptual, Motor, and Physical Development and Health. The Culture of Wellness program will receive increased promotion by the DPS Head Start management team to encourage an increase in teacher interest and participation. Physical and health development will continue to receive significant attention with focus on best practice for optimum results.

Language and Literacy. As a sustained central focus in Head Start toward school readiness and the premise behind comprehensive services, this goal will be approached with increased importance and prominence by integrating the Birth to Eight Roadmap initiative: “In late 2015, Denver Public Schools invited early childhood community leaders to launch the Birth to Eight Roadmap initiative, an effort that seeks to dramatically improve outcomes and close opportunity gaps amongst the city’s youngest learners. We conceived an ambitious goal: Support and empower families living in neighborhoods of concentrated poverty so that young children in these neighborhoods reach their developmental potential and succeed in school and in life, starting with early language and literacy. Although ambitious, we believe this goal can be realized over time through ongoing collaboration that places families and children at the heart of this work. The Roadmap is grounded in the collective educational vision of Denver Public Schools’ Denver Plan 2020, Mayor Michael B. Hancock’s Five Goals for Youth and the Early Childhood Colorado Framework. In addition, it leverages Denver’s strong early childhood community and key assets, such as comprehensive early learning guidelines, new quality standards, high quality prekindergarten, a school district committed to early childhood education and deeply impactful partnerships that extend beyond early learning into healthcare



EXHIBIT A



and social-emotional services.”

(https://foundationforsuccess.dpsk12.org/wp-content/uploads/sites/26/Birth-to-Eight-Roadmap_Jan2017-web.pdf)

Denver Public Schools developed a comprehensive early literacy plan with a goal of 80% of its third graders at or above grade level in reading and writing. The DPS Head Start program benefits from this plan in that Head Start teachers and paras receive the same level of support and training as all early childhood educators in DPS. Key elements of the plan in its comprehensive approach to early literacy include: Leadership that establishes a clear and sustained focus on early literacy; Professional learning that teachers need to provide strong literacy instruction for all their students, often referred to as “best first instruction”; Curriculum that is recognized as one of many elements needed to deliver results and ensures all students, including English learners, have equal and meaningful access to the content; Assessments that are part of good instruction, should match the language of instruction, and when used well in early literacy classrooms, help students and teachers diagnose needs and inform next steps; Interventions as strategies employed by teachers to help address students’ unique, cultural, and linguistic needs; Time for children to immerse themselves in and grapple with complex tasks, to put their thoughts in writing, and communicate with confidence, and for adults to plan effective lessons, collaborate with peers, review and use data to inform instruction, reflect, engage in observation and feedback cycles, and improve their practice; and Coherency as intentional connections among and across other initiatives and efforts within the district collective effort of the district as a whole, families, communities, and organizations.



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EXHIBIT A



Head Start

(<https://foundationforsuccess.dpsk12.org/wp-content/uploads/sites/26/CI-2020-Literacy-Plan.pdf>)

Cognitive and General Knowledge. Each child's skills will be developed by assisting staff and parents gain an understanding of this goal. DPS Head Start's coaching efforts will place balanced importance on the sub-domains within Mathematics Development and Scientific Reasoning of the Head Start Early Learning Outcomes Framework. A cross-comparison and collaboration between the school district and DPS Head Start will help determine specific areas of supplemental support be means of professional development and/or coaching. Creative Curriculum and Tools of the Mind place emphasis in these topics and will be used to highlight its significance in quotidian application of best practice in the classroom.

Coaching. Each of these efforts will be intentionally and carefully planned and applied throughout the school year by DPS Head Start management team members. They will be promoted during site visits and presentations by guests or in-house expert professional learning presenters. Coaching will originate because of data analysis in each of the above components as identified by T.S. Gold, CLASS results, and anecdotal records. A Coaching Plan will provide guidance on determining the most effective data-driven method to enhance a teacher's capacity in each approach. Some possible outcomes may include peer coaching, practice-based coaching, teacher leadership coaching, distance or video coaching, increased comfort with data gathering, monitoring, analysis, and reporting, a culture of urgency and positivity, establishing a safe space and time for conversations regarding enhancement of pedagogy, collaboration with the DPS Early Childhood Education Specialists, and understanding the Head Start standards related to coaching.



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EXHIBIT A



7. Health

One Registered Nurse and a Health and Wellness Coordinator will support and be guided by the Health and Wellness Supervisor (HWS) to ensure best practices and procedures in collaboration with the DGKHS vendor, Marion Downs, for health screenings. The DGKHS WIC staff member will also support DPS with family health needs.

Health data from the 2022 Program Information Report indicated primary concerns in the areas of dental care, asthma, vision problems and overweight/obesity. DPSHS continues to improve communication about health with parents and staff. Providing parents and their children with more information, and better access to health services, will give families a better understanding of health issues and ways to access needed services.

Childhood obesity is a growing concern for children in the United States. During health education presentations, families were surprised to learn the high fat content in cheeseburgers and other common foods, and the high sugar content in juices. In Denver, seventy-six (76%) of children are income eligible and qualify for Supplemental Nutrition Assistance Program (SNAP) in 20221. (Community Assessment) Requests for food assistance increased over previous years.

Cooperatively, Denver Public Schools Early Childhood Education Department and Denver Public Schools Head Start Program provide a total of eight professional learning days to all Head Start teachers and paras. Half-a-day is scheduled at schools for completion of required trainings such as CDHS Child Abuse, FEMA, Emergency Preparedness, Disaster Training, Building & Premises Safety/Handling, & Storage of Hazardous Materials. The second half of each day is dedicated to district early childhood training from licensing regulations, the new Standard Precautions training, and Head Start Training and Technical Assistance learning sessions based



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Joyful Learning from the Start

EXHIBIT A



on identified needs from the data analysis, Self-assessment, teacher requests, and the Education Specialist's anecdotal records. These trainings are required for all ECE staff. The Early Childhood Education Handbook (<http://earlyeducation.dpsk12.org/wp-content/uploads/2017/02/ECE-HANDBOOK-22-23-Revision-A.pdf>) states details about health and safety expectations including building and premises, classroom, playground and equipment, parking lot, bus transportation, fires, cooking, reporting, record-keeping, checklists, emergency preparedness, supervision, and occupational safety. In accordance with CDHS Licensing Health and Safety policies and best practices in early education, classrooms are expected to maintain the highest standard of safety.

The DPSHS Health and Wellness Supervisor and the Health Partners review health and nutritional history, immunization records and parent concerns, perform health screenings for height, weight, vision, and hearing, discuss any identified concerns with the parent/guardian, and make appropriate medical referrals, provide information and resources.

Families are encouraged to establish a medical home to ensure they have an ongoing source of continuous, accessible medical care. Multiple opportunities are provided for parents to enroll in Medicaid and CHP+. A representative from the DPS School Medicaid Program is available to answer questions and provide applications during pre-enrollment activities at each elementary school. Each month a notice of where to apply for Medicaid is posted in the classrooms. Denver Health School-Based Health Centers also accept appointments for Head Start students. The services the school-based health centers provide are primary and preventive care, including immunizations and physical exams.



EXHIBIT A



All DPSHS children receive new toothbrushes for use in the classroom three times a year, and every family receives literature about tooth brushing. The DPSHS nurses provide dental screenings to all children within 90 days of enrollment. A dentist from Denver Health provides a dental exam and fluoride treatment once a year at each school. Children needing further services are referred to their family dentist when insurance is available. Families without dental insurance are referred to Denver Health for scheduling of appointments.

DPSHS continues to address the need to improve dental follow-up with the following strategies:

- Families are provided information on free dental clinics and a current list of dentists who will see low-income clients.
- The Health Partners and DPS HS Family Liaison Specialists (FLS) distribute information about dental providers and dental fairs.
- The Health Partners provide the FLS and classroom staff with an updated list of children needing dental follow-up treatment.

All staff members continue to educate and encourage parents to schedule follow-up care. Children with dental emergencies are referred to the Dental Clinics at Denver Health's Eastside and Westside Health Clinics (HC).

Children and parents learn about health, safety, and nutrition at DPSHS. Children learn about nutrition and hygiene through daily classroom activities. The Health Partners provide nutrition training at parent meetings in schools where DPSHS classrooms are located. The DPSHS Health Partners provide a second meeting which supports parents to increase their understanding of health and safety. A health report is distributed to all families in the first



EXHIBIT A



semester of the school year. The report contains screening results for the child and referrals for follow-up when needed.

Health data from the 2022 Program Information Report indicate primary concerns in the areas of dental care, asthma, vision problems and overweight/obesity. DPSHS continues to improve communication about health with parents and staff. Providing parents and their children with more information, and better access to health services, will give families a better understanding of health issues and ways to access needed services.

Denver Health Licensed Clinical Social Worker (LCSW) and the DPSHS Education and Disabilities Specialist develop resource notebooks for DPSHS education and family service staff. The notebooks provide materials and resources to support staff in integrating positive strategies to their work in the classroom and with families. The materials for educational staff focus on using the materials to develop positive classroom environments and interactions. The family service staff materials include resources to support families at home. The materials are based on information from the Center on Social and Emotional Foundations for Early Learning (CSEFEL), which was developed with federal funds from the U.S. Department of Health and Human Services, Administration for Children and Families.

Mental health services are provided by the Denver Health LCSW, school social workers, and other qualified community providers. The DPSHS Family Services Manager and Education and Disabilities Specialist coordinate the services of community providers, working to provide families with a choice of linguistically, ethnically, culturally and gender-appropriate providers. Medicaid, CHP+ and sliding scale fees fund families' access to individual mental health services. Limited mental health services are also available through the Denver Health School-based



Early Education
Joyful Learning from the Start

EXHIBIT A



Health Center. The DPSHS Education and Disabilities Specialist, Denver Health LCSW, the Head Start Health and Wellness Supervisor and other DPSHS staff provide support for behavior management. Parent meetings and parenting classes also focus on preventive mental health issues.

The Pyramid Model is a conceptual framework of evidence-based practices developed by two national, federally-funded, research and training centers: CSEFEL and the Technical Assistance Center on Social Emotional Intervention for young children (TACSEI). The Centers' faculty represents nationally recognized researchers and program developers in the areas of social skills and challenging behavior. The work is based on evaluation data collected over the last six years. To support educational staff in developing a deeper understanding of the Pyramid, the DPSHS teachers participated in workshop activities to integrate the Pyramid model into their practice, along with The Second Step, A Violence Prevention Curriculum. The latter, a research-based curriculum available in HS classrooms, has been used by DPSHS to build a positive climate, and complements the more recent information provided by the Pyramid. Second Step and school-based social emotional curriculum promote a positive social/emotional climate by encouraging children to develop empathy, impulse control, and anger management.

8. Family and Community Engagement

The Family Services Manager supervises, guides, and supports the Family Liaison Specialists (FLS) with assistance from the Family Services Lead; a position new to Family Services during the 2021-2022 school year. The Family Services Lead models consistent practices, provide individualized training as needed, and assist with clerical-type responsibilities for the Family Services content area across all school sites. The Lead serves as a communication link



Early Education
Joyful Learning from the Start

EXHIBIT A



Head
Start

between the FLS and the manager to help filter and determine priorities. The Lead also helps coordinate programmatic Family Services events and practices.

DPSHS ensures income-eligible families of Head Start children receive the family services they need through DPS programs and links to community resources. To this end, Family Liaison Specialists (FLS) determine what services are needed and make referrals to DPSHS family service partners based on the Family Partnership Agreement (FPA) created with HS families. Families are invited to participate in the FPA and in parent meetings. Fathers, significant males in the family, mothers, and grandparents are all welcomed to participate in the FPA process. The Family Service Database within the programmatic database management system tracks information on the family so that trends and individual progress of families and caseloads can be discussed with FLS to improve the quality of services.

DPSHS supports families individually as well as through parent center and committee meetings. Meetings are planned to meet the needs of families. Health, safety, nutrition, transition, 5x5 cultural experience program by the city, and social emotional/mental health are popular parent meeting topics. A community partner provides sessions on anger management, literacy, and conflict management. Teachers and FLS work together at many schools to incorporate parent-child activities into meeting times. Presenters consider the stresses of single parenting, balancing work and home plus family budget issues faced by HS families. Fathers, grandparents, and other family members are welcome at the sessions. Elementary schools also schedule parent nights. Popular topics for the school meetings are math and literacy activities.

Denver Health LCSW and FLS work with parents to understand the results of the Behavioral and Emotional Screening System (BESS). BESS is a valid and reliable social/emotional



EXHIBIT A



screening and assessment tool that is a strength-based approach to social and emotional development. Parents complete the assessment based on their knowledge of their child. They are then invited to a parent meeting with the Denver Health LCSW and their FLS regarding building resilient behavior in children. With their own child's current strength in attachment, self-control, and initiative available to them through the BESS report, parents can target appropriate strategies to increase their child's resilience. The BESS information is also used as a resource to help parents build understanding of resilience and protective factors. It incorporates research-based strategies that families can use to build resilience. Parents are provided with ideas that they can use to help their children cope with stress and achieve success in life. All parents and family members are invited to monthly DPSHS Parent Policy Committee meetings and parents and guardians participate in the election of parent representatives.

To complement the significant resources available within the district, DPSHS utilizes an extensive network of community resources available to provide family services not available on-site. Head Start partners with community organizations to support families needing assistance with food, clothing, shelter, mental health services, ESL, GED, job training, substance abuse prevention or treatment, child abuse and neglect services and domestic violence. To supplement Head Start direct services, DPSHS partners with external groups as well as other departments and programs within Denver Public Schools such as FACE (Family and Community Engagement) which fosters school communities that are educated, engaged and empowered to share the responsibility in creating thriving schools.

DPSHS provides information on community resources at enrollment, as needs arise, and as new services are available during the year. The United Way Call Center 211 is used to assist



Early Education
Joyful Learning from the Start

EXHIBIT A



families in locating community resources. At each school, the FLS keeps current resources in a family resource notebook, which parents can use on-site either with the FLS or independently. Problem solving and crisis intervention services for families are delivered by FLS, including assessment and referral to community as well as DPS resources.

9. Services for Children with Disabilities

Continuing this year is that the DPS Head Start Education and Disabilities Specialist (EDS), Family Services Manager (FSM), and Health and Wellness Supervisor (HWS) will function as an integral part of Disabilities and Mental Health to supplement and integrate services provided by DPS Student Services and other community providers as needed. Teachers will continue to complete a DPS Request for Assistance Form when they have concerns about a child based on observation, screening, or a parent request. Procedures and policies have no updates or changes.

Health Partners function as an integral part of the Disabilities and Mental Health Team to supplement and integrate services provided by DPS Student Services and other community providers as needed. Teachers complete a DPS Request for Assistance Form when they have concerns about a child based on observation, screening, or parent request. The EDS observes the child and with the teacher and generates a variety of regular education classroom strategies that may ameliorate the difficulties. The teacher discusses the strategies with the parent throughout the process. When concerns about the child's progress continue, the Education and Disability Specialist observes the child again and in consultation with parents/guardians, refers the child for formal testing. An interview is coordinated with parents to provide a health assessment and gather information about the child's developmental history for every referred



Early Education
Joyful Learning from the Start

EXHIBIT A



Head Start child. DPS Student Services then conducts the appropriate and comprehensive assessments.

When evaluation and placement requirements are met, as outlined by the Individuals with Disabilities Act (IDEA), an Individualized Education Program (IEP) is developed during a staffing chaired by the School and Local Education Agency Representative (LEA).

When a child qualifies for an IEP, the services are delivered in the classroom. The child participates in classroom activities guided by the DPSHS curriculum. Adaptations are made to meet the child's individual needs with extra support from early interventionists from DPS as prescribed by the IEP. The Education and Disabilities Specialist coordinates the scheduling of and attends regular meetings with DPS Student Services staff and Denver Health LCSW to discuss information from teachers regarding children with disabilities in their classrooms. Plans to address students' needs are developed and used to build teacher capacity to serve children with disabilities, including children with severe needs, in an inclusive environment in the classroom. The Education and Disabilities Specialist also provides ongoing support to the classroom teachers.

10. Transition

DPSHS begins kindergarten transition activities when children enter their local elementary school as a Head Start student. The Family Liaison Specialist provides information about the enrollment process and discusses kindergarten options (full-day, half-day, gifted and talented, etc.) with parents. Head Start parents participate in school-wide literacy and math events. Parents have the opportunity to participate in the Collaborative School Committee (CSC) at each school. The CSC is designed to enhance student achievement and school climate by



Early Education
Joyful Learning from the Start

EXHIBIT A



engaging the school community in collaborative efforts. In addition, the CSC provides strategic direction to support the school's mission and vision as stated in the School Improvement Plan.

The Head Start teacher, as a member of the elementary school faculty, participates in decisions about placement of the children in kindergarten classrooms according to school-specific procedures. If the family wishes to investigate the possibility of placement in other schools, they are provided with an Enrollment Guide to Denver Public Schools, encouraged to visit other schools and discuss options with the Family Liaison Specialist and/or the teacher. They also are invited to district-wide events related to school choice options.

11. Services to Enrolled Pregnant Women

All target recruitment areas serve low-income families, many of whom require social services provided by community or government agencies to varying degrees. The services and resources accessed most often by parents in 2022-2023 were parent education, health education, emergency/crisis intervention services such as meeting immediate needs for food, clothing or shelter, ESL, and mental health services. In addition, families needed clothing, school supplies, materials, and prenatal care.

DPSHS draws on direct parent contact to identify needs through the family partnership process and through informal discussions with HS staff. Parent interests guide the planning of parent meetings and parent discussion groups. Child development, school readiness, health and pregnancy are consistently high-interest areas for parents. DPSHS has chosen the following interagency agency partnerships to effectively meet the needs of Head Start children and families:

Chart 2: Interagency Partnerships for Families

EXHIBIT A



Early Education
Joyful Learning from the Start



Area	Partner	Description
Family Services	Colorado Department of Human Services	Resources and training related to refugee services; LEAP (see below), TANF, SSI, CCAP, and Child Support
	Joshua Station	Services to families transitioning out of homelessness
	Lowry Family Center	Support and services to families in Montbello and East Colfax neighborhoods through a partnership of organizations, including recruitment of foster children for enrollment in Head Start, kinship care training, crisis counseling, and utility assistance
	Clothes to Kids of Denver	New clothes for K-12 children in need
	Operation School Bell	K-Mart gift cards for school clothes (sponsored schools only)
	Food Bank of the Rockies	Weekend food for needy families
	Metro Care Ring	Support for obtaining birth certificates and identification documents, healthy food market, employment assistance, utility assistance
	Denver Inner City Parrish (SW Denver)	Emergency services, clothing, food bank, after-school programming
	Robert A. Miller Educational Resource Center	Speakers for parent meetings on parenting and stress management
	Low Income Energy Assistance Program	Heating assistance for families, training, presentations related to LEAP program
	Colorado Academy	Annual Project HOPE event providing gently used household items/clothes and holiday gifts for children
	Safe House Denver	Emergency shelter and counseling for victims of domestic violence and their children, including advocacy and safety planning
	Denver Center for Crime Victims	Crime prevention education and free case-by-case support for all victims of crime, regardless of age, gender, race, religion, sexual orientation or disability. Services offered in over 41 languages.
	Family to Family	Services for child abuse prevention and foster/kinship care families
	Friends of Man	Basic and specialized needs that are hard to come by elsewhere (i.e.: wheelchairs, prostheses, glasses, daycare, dentures, prescriptions, therapy, medical equipment, hearing aids, orthopedic shoes, etc.)
	Denver Inner City	Emergency services
	Denver Urban Ministries (DenUM)	Holiday assistance, food pantry, employment services, utility assistance, assistance with birth certificates and identification, legal assistance
	Red Shield Food Bank-Utility Support	Food bank and utility assistance for families in certain Denver zip codes
	Dependable Cleaners	Provide opportunities each year for staff to collect used coats for children and families
Community Health & Treatment	Servicios de la Raza	Spanish language counseling services and food and clothing banks
	Denver Health	Parenting and mental health support for parents, children and staff, medical and dental services



Area	Partner	Description
	Devereux	Online support for implementation of the Devereux assessment and screening instrument for social/emotional health
	Culture of Wellness	Support to parents and classrooms around health, fitness, and nutrition
	FACES	In-home counseling services

12. Transportation

As part of DGKHS, DPSHS does not provide transportation to most Head Start students. To assure equitable access to all students, Family Liaisons work closely with those families who have no reliable transportation to help them connect with transportation solutions within their personal support networks.

For those families without adequate support networks, two additional options have been implemented. For families in the Ellis, Montclair, and Escalante-Biggs neighborhoods, whose student base is more widely dispersed, a Transportation Waiver has been awarded to DPSHS. These schools, when necessary and space is available, have systems in place for safely transporting limited numbers of ECE students on DPS buses at no cost to DPSHS. All parents who must seek this option because of lack of transportation sign an agreement of compliance with DPS and Head Start expectations for safe transport. This waiver request from DPS Head Start will continue in the 2024-25 school year as we collaborate with DPS transportation and ECE to determine individualized needs of students and their families.

When this solution is not feasible for a family or at other DPSHS schools where DPS transportation is not available, family liaisons supply parents with a monthly bus pass for use in accompanying their children to and from school using public transport.



Early Education
Joyful Learning from the Start

EXHIBIT A



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

1. Governance

The governing body of the DPSHS program is composed of the elected members of the DPS Board of Education. Because the school district is a public entity with a board elected by the public, the board, in accordance with the Head Start Act uses DPS staff members with relevant experience and qualifications to fulfill the positions of legal, early childhood, and fiscal expertise. The DPSHS Parent Policy Committee is made up of parent representatives elected from Head Start classrooms and community representatives as stated in the group's bylaws. The DPSHS Parent Policy Committee has two primary options of communicating with the DPS Board of Education. The first of these is through the DPSHS Delegate Director (HSDD), who serves in the role of delegate director as defined by Head Start and attends parent policy committee meetings. The HSDD meets regularly with the DPS Early Education Department Director (EEDD) who serves in the role of executive director as defined by Head Start. The EEDD reports to the Executive Director of Early Education who takes the information up the chain of command to the Superintendent who in turn reports directly to the DPS Board of Education. The second option for communication with the board is to speak during the public comment period during the monthly Board of Education meeting.

The DPSHS Parent Policy Committee recruits parent representatives from all DPSHS sites. The parent representatives are elected by the parents before the end of September and are seated at the September or October meeting. Because DPSHS serves primarily 4-year-olds, most parents can only serve as parent representatives for one year. There is an effort to seat new parents early in the school year to support them in acquiring the skills necessary to confidently



Early Education
Joyful Learning from the Start

EXHIBIT A



make decisions that benefit children and families. Efforts are made to provide continuity by recruiting community representatives from the previous year's parent representatives.

The Executive Director in the DPS Early Education Department, Priscilla Hopkins, is a former DPS principal with Head Start classrooms. She regularly associates with members of the DPS board in both group and individual settings. She advocates, promotes, and highlights the comprehensive services and research Head Start contributes to the Early Education field and the overall benefits of having a Head Start program within a public education institution. She regularly attends DPS Head Start events including professional development and Parent Policy Committee meetings to provide input and feedback from all stakeholders. She helps move the shared governance component forward. She has previous experience and a depth of understanding about Head Start. As a former principal in DPS who fervently favors the program's services, she possesses a balanced approach to increasing collaboration between the board and the Head Start program's governance component and thus expands its significance and value within DPS. The Head Start Delegate Director, José Paz, has previous experience working with national Head Start organizations including The National Head Start Center on Cultural and Linguistic Responsiveness and the National Head Start Center on Family Literacy. He has also worked as a licensed preschool teacher in several school districts from two states: Colorado and California. His understanding and appreciation of a balanced approach between a school district's and a Head Start program's governance is a unique contribution to ensuring both entities collaborate in decision-making matters with equal respect and value to its members. He attends and actively participates in almost all council and committee meetings and some board meetings as this schedule permits. All three leaders are acknowledged by



Early Education
Joyful Learning from the Start

EXHIBIT A



district leadership and board members as forerunners in the field and respected for their influence of a collective leadership approach. They will continue to give voice to the underrepresented lower-income Head Start parent as a valuable, active, and contributing member to decision-making for the benefit of the Head Start delegate program.

An early education data-analyst compares sustained results between Denver children who qualify for Head Start services and those in non-Head Start DPS classrooms. These inquiries as well as the parent surveys (CCR) will be shared with members of the board and the Parent Policy Committee for their collective input and shared governance. Likewise, the Self-Assessment results, Community Assessment, and TS Gold results are shared with both groups for their combined understanding and direction.

The DPS Board of Education and the DPSHS Parent Policy Committee training information is maintained in the Governance Communication Log and the Parent Policy Committee minutes. Both Board of Education policies and Parent Policy Committee bylaws include requirements that address conflict of interest.

A highlight of the DPSHS Parent Policy Committee is the subcommittee work that occurs. Members volunteer for an area of special interest and become involved throughout the year by observing programing, discussing procedures, and reviewing documents in their area of interest.

2. Human Resources Management

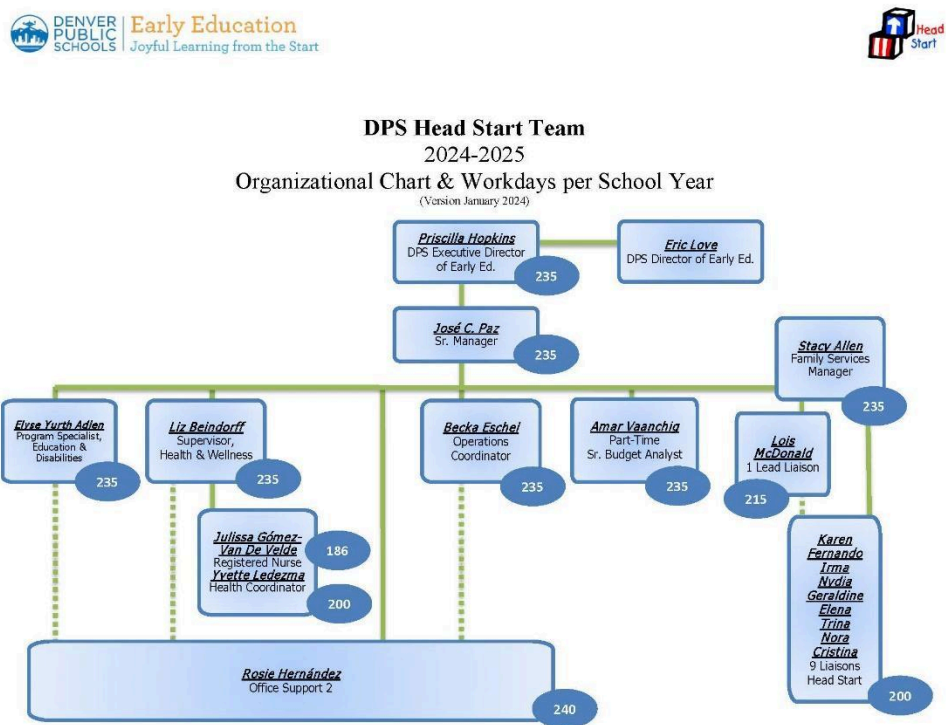
With support and guidance from grantee DGKHS and the Region VIII Office, DPS Head Start management team members are expected to understand, monitor, and promote standards that apply to each member's content area. When revisions are presented by the Office of Head

EXHIBIT A



Start, it is the Delegate Director’s responsibility to ensure opportunities for key staff to be informed of them and develop a plan for distribution of information to pertinent staff. DPS Head Start professional learning days are established throughout the school year to share expectation that relate to the Head Start Performance Standards. New Head Start staff members are trained on the standards before the school year begins and are supported with additional attention if required.

Chart 3: Organizational Chart and Staffing Structure



When a vacancy occurs, all Head Start management-level positions are shared with the Denver Public Schools Executive Director of Early Education for development of a hiring plan including fiscal involvement, development of a timeline, and communication with the grantee



Early Education
Joyful Learning from the Start

EXHIBIT A



(DGKHS). DPS Human Resources has an assigned liaison to the DPS Early Education Department responsible for assisting the DPS Head Start program with logistics when filling a vacancy or submitting a new position request. The Parent Policy Committee is involved in every phase of the hiring process including representation in the interviews and committee approval of each hire.

While guaranteeing availability of each key staff member during the contract year is difficult, staff turnover is infrequent and can be attributed to a healthy, productive, and supportive working environment. Each member receives support and recognition from various sources throughout the school year and is encouraged to grow professionally and increase collaborative efforts by way of team building events and resources. Interest in attending conferences and trainings is genuinely considered and encouraged if funds are available and they meet Head Start requirements or regulations.

A job candidate's offer of employment is contingent upon his or her proper completion of DPS' online application, satisfactory reference checks, satisfactory pre-employment qualifications including background checks and required health and drug screens, and approval by the DPS Head Start Parent Policy Committee. The hiring supervisor is responsible for verification of the applicant's work background, attendance, and performance. DPS Human Resources is responsible for conducting the initial criminal history check at the offer stage for each finalist who has been recommended for hire. DPSHS is responsible for ensuring the criminal background check is completed and corresponding documentation is updated every five years.



Early Education
Joyful Learning from the Start

EXHIBIT A



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

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

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

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



Early Education
Joyful Learning from the Start

EXHIBIT A



unusual cases where the conviction does not reflect upon the applicant's suitability for employment.

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

3. Program Management and Quality Improvement

DPSHS Program Management and Design is supported by comprehensive focus plans, job descriptions, organization and functional assignments, program goals, objectives, and content of the grant application. The focus plans supplement the Denver's Great Kids focus and service plans and school readiness goals. The plans, goals, objective, and grant application reviewed and approved annually by the DPSHS Parent Policy Committee cover all aspects of the DPSHS program and provide staff with comprehensive strategies and focus areas under which to provide services.

Communication occurs through regularly scheduled meetings, written communications and informal communication with the DPSHS staff, families, and grantee. The systems used ensure timely information is presented to parents, policy groups, staff, and the community.

DPSHS is participating in the Colorado child care Quality Rating and Improvement System (QRIS). Currently, all classrooms have been rated by Colorado Shines who measures the



Early Education
Joyful Learning from the Start

EXHIBIT A



Head Start

quality of childcare programs in Colorado on a provisional to 5-Star level. Colorado Shines ratings provide a pathway towards meeting the requirements of the QRIS. In the Colorado Shines rating, the Early Childhood Environmental Rating Scale is utilized to evaluate classrooms and teacher effectiveness along with other quality factors. With the results of the ratings, each site develops a Quality Improvement Plan. The quality improvement plan includes goals and objectives for improving the health, educational, nutritional, and social services program for children and their families. It also identifies professional development activities that support classroom staff. Other sources that help determine training, continuous program improvement, coaching and culturally responsive services include CLASS, TS Gold aggregate data, and anecdotal records.

Section II. Budget and Budget Justification Narrative

The budget and justification are addressed in the Budget Narrative. The program's financial and property management system and internal controls, Denver Public Schools' accounting system, allows for grant funds to be assigned specific account numbers to make tracking of expenses and revenue easy and transparent. Financial analysts are assigned to every grant to review for allowability and compliance along with completing required reporting on schedule. Our accounting system also allows for the purchase of equipment to be delivered directly to our warehouse where equipment is bar coded and inventoried. All federally funded equipment is specifically identified for tracking.

The indirect cost rate is established by the state for school districts. DPSHS is proposing no reduction or conversion of slots. There are no funds allocated for initial or ongoing purchase,

EXHIBIT A



construction, or major renovation of facilities. There are no proposed equipment purchases over \$5,000. No DPSHS staff member is to exceed a Level 2 Executive Salary of \$203,700 per year.

EXHIBIT B

BUDGET CONTAINED IN EXHIBT A

EXHIBIT C



FIRST DAY
OF SCHOOL

2024-25 School Year Calendar



Planning Day Key

- Teacher-Directed Planning (Classes will release early on June 5; .5 planning day)
- Central-Directed Learning and Development
- Principal/SSP Dept. Leader-Directed Learning and Development
- Family Conference Day

MS/HS WALK-IN REGISTRATION
To be determined and communicated by school

NEW EDUCATOR WELCOME

VACATION/NO CLASSES

- HOLIDAY/NO CLASSES**
- Labor Day - Sept. 2
 - Thanksgiving Day - Nov. 28
 - New Year's Day - Jan. 1
 - Dr. Martin Luther King Jr. Day - Jan. 20
 - Presidents' Day - Feb. 17
 - Cesar Chavez Day - March 31
 - Memorial Day - May 26
 - Juneteenth - June 19

HOLIDAYS AND OBSERVANCES
[Days are marked as underlined; full list available here.](#)

SEMESTER DATES

- 1** BEGINS Aug. 19
ENDS Dec. 20
- 2** BEGINS Jan. 7
ENDS June 3

STUDENT REPORT DAYS

174.5 Total Days

TEACHER REPORT DAYS

186.0 Total Days

LAST DAY
OF SCHOOL

Term Dates

[Full list is available here.](#)

Denver Great Kids Head Start - Program Year 29 - Report Schedule

EXHIBIT D

REPORT TYPE	NAME AND DESCRIPTION	DUE DATE	RESPONSIBLE PARTY	DELIVERY METHOD
ENROLLMENT	Comprehensive Template	5th of Every Month	Cross-Content Areas	Data Connector
ATTENDANCE	Attendance Template	5th of Every Month	Family Services/ ERSEA Coordinator	Data Connector
PHYSICAL HEALTH	Comprehensive Template	5th of Every Month	Health Coordinator	Data Connector
Marion Downs Referrals	Marion Downs Referral Template	January 15, July 30	Health Coordinator	hsreports@denvergov.org
MENTAL HEALTH	Mental Health Template	10th of Every Month	Mental Health Contact	Data Connector
DISABILITIES	Disabilities Template	10th of Every Month	Disabilities Contact	Data Connector
FAMILY SERVICES	Comprehensive Template	5th of Every Month	Family Services/ ERSEA Coordinator	Data Connector
FAMILY SERVICES	FPA's, Strength and Needs	Ongoing	Family Services/ERSEA Coordinator	Data Connector
FAMILY SERVICES	Recruitment Template	5 th of Every Month	Family Services/ERSEA Coordinator	Data Connector
FAMILY SERVICES	Family Outcomes Survey	End of PY	Family Services	Electronic or postal service to CCR
EDUCATION	Raw TSGOLD data	Fall, Winter, Spring	Education Coordinators	Data Connector
EDUCATION	CLASS Scores: ALL Classrooms	DEC 15th & MAY 15th	Education Coordinators	Data Connector
EDUCATION	Coaching Logs	10 th of Every Month	Education Coordinators	Hsreports@denvergov.org
FINANCIAL	Invoice - Variance Report, General Ledger Detail, GL Summary, and receipts for purchases >\$1K	21st of Every Month		Denverheadstart@denvergov.org
FINANCIAL	USDA Reimbursement Report	Last Business Day of Month Following QTR end (Jan, Apr, Jul, Oct)		Denverheadstart@denvergov.org
FINANCIAL	USDA/CACFP Compliance Review Report	With 30 Days of Receipt		Denverheadstart@denvergov.org
FINANCIAL	Admin and Developmental Costs	Last Business Day of Month Following QTR end (Jan, Apr, Jul, Oct)		Denverheadstart@denvergov.org
FINANCIAL	Program Budget PY29 July 2024 to June 2025	Annually, FEB 10 2025		Denverheadstart@denvergov.org
FINANCIAL	Single Audit Report	Annually, MAR 2025		Denverheadstart@denvergov.org
FINANCIAL	Inventory Report with Certification of Physical Inventory	Annually, JUL 31 2025		Denverheadstart@denvergov.org
FINANCIAL	Certificate of Insurance PY29 July 2024 to June 2025	Current at time of contract - Annually, MAR 1 2024		Denverheadstart@denvergov.org
FINANCIAL	Budget Projection	November 2024 and March 2025		Denverheadstart@denvergov.org
GRANTOR ADMIN REPORTS	Monitoring Reports/ Plans	ONGOING		Delegate Head Start Director
GRANTOR ADMIN REPORTS	Policy Council Minutes	Last Business Day of Month Following Meeting	DGKHS Office Manager	Delegate Head Start Director
DELEGATE ADMIN REPORTS	Self-Assessment	JAN 31st	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Council Delegate Report	5th Day of Every Month or Following Day if Holiday	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Committee/Council Member Reports	OCT 30 and as Appointments are made	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Committee Minutes	Last Business Day of Month Following Meeting	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Delegate Grant Application	JAN 30th	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Personnel Report	Last business day of Oct., Jan., April and July	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director

Exhibit E

NO COI REQUIRED

IGA template

DPS Head Start 2024-2025

School Name Address Main Phone #	Principal Asst. Principal/Dean Secretary	Head Start Teacher Room # & Phone Ext. Spanish Classes	Paraprofessional Spanish Classes Denver Health Consultant	Family Liaison Specialist	ECE Specialist / Collaborative ECSE & SLP Contacts	Class Hours & Days (Breakfast, Lunch, Snack & Nap) Spanish Classes Funded Enrollment
				Head Start Health Partners	SLP/OT/PT Contacts	
				BESS Site Admin Lead	School Nurse Contacts	
BEACH COURT (209) 4950 Beach Court 80221 720-424-9470	Leah Schultz-Bartlett-P Sathya Wandzek-AP Liz Frazzini-Ofc Mgr (x49471) Team Lead - Leslie Harvey	Maria Montenegro 105 Lauren Thomson 104	Mayra Ortiz Margaret Bellamy (S) Yasminee Hernandez Kristin Chivers (E)	Fernando Perez-Soto Yvette Ledezma Gina Perez Acadia Yondorf	Aiden Bassett (Collaborative 4) Aubrey Bailey / Karin Ahern Natalie Robek/ Diana Pott Jaimie Ulrich	8:25-3:25 M-F B 8:30 / L 11:45/ N 12:30 / S 2:15 B 8:25 / L 10:50 / N 11:40 / S 1:30 34 full day
COLLEGE VIEW (220) 2675 South Decatur St. 80219 720-424-8660	Joseph (Joey) Denoncourt-P Kathy Choi - Dean of Instr. Damaris Hernandez-S	Angel Peters 101 x48671 Mariana Sabatte-Doyle 103 x48673	Laura Hernandez Jazmin Hamza (E) Nadia Vizcarra Pacheco Sonia Torres (S)	Irma Martinez Julissa Gomez-Van De Velde Yadira Almanza Kathy Choi	Jennifer Farrow (Collaborative 3) Sylvie Fambrini / Carlyn Hooper/ Hannah Hillyer Courtney Hattle / Lauren Posey Marta Pap	7:30-2:30 M, W, Th, F 7:30-1:30 Tues B 7:30 / L 11:15 / N 12:30 / S 1:30 (101) B 7:30 / L 11:15 / N 12:30 / S 1:45 (103) 34 full day
ELLIS (231) 1651 S. Dahlia St. 80222 720-424-7700	Jamie Roybal-P Kimberly Ulery-AP Joel Vasquez-OS	Jovhana Lopez 122 x47739 Hallie McIntosh 123 x47738	Griselda Gonzalez Sonia Torres (S) Claudia Campos Jazmin Hamza (E)	Cristina Antillon (Rm. 124) Julissa Gomez-Van De Velde Mary Kalinowski Kimberly Ulery	Amy Nagel (Collaborative 1) Sarah Pezoa / Jenni Scobey Marco Meier / Tracy Sachs Annie Hegland	7:30-2:15 M-F 1st&3rd Wed: early release B 7:30 / L 10:00 / N 12:00 / S 1:30 B 7:30 / L 10:00 / N 12:15 / S 1:15 34 full day
ESCALANTE-BIGGS (179) 5300 Crown Blvd. 80239 720-424-4620 Head Start Room: x44645	Marta Rodenas-P Lazette Ray-AP Rosie Campos-S Eunice Gaspar-S Consuelo Sandoval-Team Lead	Teresa Trujillo 122 x44643 / x44647 Martha Fernandez-Gutierrez 126 Loretta Willis 127 x44649 / x44642 Cheryl Malet 121	Yesenia Gil-Tafoya Margaret Bellamy (S) Daisy Roman Arlene Pantoja-Bautista Kristen Chivers (E) Luz Moncada	Elena Villagrana HS office: Room 124 Trina Watkins Yvette Ledezma Yenitza Castillo-Tristani Marta Rodenas	Jessica Anglin (ECE Collaborative) Connie Trujillo Crystal Eary Kelly Wilson / Jessica Amedeo-Johnson Susan Fortney / Laura Nollsch Claire Rutherford	8:20-3:10 M-F B 8:20 / L 11:00 / N 12:15 / S 1:20 (122) B 8:20 / L 11:00 / N 12:15 / S 1:00 (126) B 8:20 / L 11:00 / N 11:45 / S 1:45 (127) B 8:20 / L 11:00 / N 12:15 / S 2:30 (121) 68 full day
McGLONE ACADEMY (299) 4500 Crown Boulevard 80239 (ECE: 13399 Albrook Dr) 720-424-5660	Mayorvy Cifuentes-P Donnis Hurd-AP Rocio Salazar-S Jessica Ramirez-S	Angie Curington 165 Jocelyn Garcia 164	Denae Vanterpool Kristen Chivers (E) Maria Gonzalez Margaret Bellamy (S)	Trina Watkins Elena Villagrana Yvette Ledezma Kelly McLaughlin	Sydney Kalin (K-8 Collaborative) Sarah Pezoa Teresa Gillespie Darene Faulkner	8:15-2:30 M-F Thurs: early release at 12:00 B 8:15 / L 10:50 / N 12:30 / S 1:15 (165) B 8:15 / L 10:50 / N 12:45 / S 2:00 (164) 34 full day
MONTCLAIR (257) 1151 Newport 80220 720-424-5380	Daniel Barks-P Jeana-Brinae Russell- AP Devin Lopez-OS2	Letty (Leticia) Gonzales 117 x45427 TBD xTBD	Aloma Wallace Jazmin Hamza (E) TBD Jazmin Hamza (E)	Karen Labuda Julissa Gomez-Van De Velde Ayla Avant Natalie Peguero	Jennifer Farrow (Collaborative 3) Lisa Bradley / Richelle Shimek Andrea Lazar / Andrea Metzger Megan Blauth	8:00-3:00 M-F B 8:20 / L 10:50 / N 1:30 / S 2:30 B 8:20 / L 10:50 / N 1:30 / S 2:30 17 full day
Pascual LeDoux (158) 1055 S Hazel Ct 80219 720-423-9240	Sara Snyder-Poole - P Kathleen Mendez - Dean of Instruction Melany Gonzalez-OS	Allison Bartelt 110 Laurie Herivel 121 Marisol Hernandez 107	Jaqueline Rangel Orocio Kristen Chivers (E) Kimberly Tovar Margaret Bellamy (S) Blanca Granados	Geraldine Martinez Julissa Gomez-Van De Velde Reema Wanna	Jessica Anglin (ECE Collaborative) Lindsey Lennek/ Emilie Archuleta/Noelia Corral Tatum Lira / Terri Sadecki Emily LaBelle	8:15-3:15 M-F B 8:15 / L 12:00 / N 12:45 / S 2:30 (110) B 8:15 / L 12:00 / N 12:45 / S 1:25 (121) B 8:15 / L 12:00 / N 12:45 / S 2:30 (107) 44 full day mixed across all classes
SAMUELS (296) 3985 S Vincennes Ct 80237 720-424-4450	Cesar Rivera-P Ligia Gibson-AP Sharlyn Flaxer-S Guadalupe Lujan-S	Mireya Serna 127 x44515 Ariana Serna 126 x44473	Silvia Cruz Sonia Torres (S) Robin Cooper Jazmin Hamza (E)	Nydia Gonzales Julissa Gomez-Van De Velde Ligia Gibson Jeff Harper	Amy Nagel (Collaborative 1) Carol MacHugh / Mattie Roberts Andrea Lazar / Tracy Sachs Tarra Stapelman	7:30-2:30 M-F B 7:30 / L 10:10 / N 11:30 / S 1:15 B 7:30 / L 10:15 / N 11:30 / S 1:20 34 full day
SMITH (275) 3590 Jasmine 80207 720-424-4000	Emily El Moudaffar-P Lindsay Handy - AP Maria Zarate-Avalos-S	Casey Boyd 106 x44021 Gloria Godoy Vera 107 x44022	Jaqueline (Jacki) Flores Kristen Chivers (E) Maria (Luz) Gomez Margaret Bellamy (S)	Leonor (Nora) Alvarado Yvette Ledezma Faith Beckley Sarah Uzzi	Jennifer Farrow (Collaborative 3) Brita Strub / Lauren Laurelli Emily Warren / Laura Nollsh Emily Epstein	7:20-2:25 M-F B 8:00 / L 11:30 / N 12:15 / S 1:45 B 7:45 / L 11:25 / N 12:00 / S 1:55 34 full day
WHITTIER (289) 2480 Downing St. 80205 720-424-3040	Lynette Hall-Jones-P Jenn Stewart - Sr. Team Lead Taryn Cox - OS2	Sara Chitwood 130 x43083	Elizabeth Garcia Jazmin Hamza (E)	Karen Labuda Yvette Ledezma Whitney Mainz Amy Nothwehr	Sydney Kalin (K-8 Collaborative) Lisa Young / Jennifer Cerajewski Alison Wilcox / Andrea Metzger Puspita (Lilly) Ng	8:30-3:15 M-F B 8:40 / L 11:30 / N 12:00 / S 1:30 17 full day

DPS Head Start Management Team	Head Start Director: José Paz (x33047)	Operations Coordinator: Becka Eschel (x33577)
	Health & Wellness Supervisor: Liz Beindorff, LCSW (x32689)	Office Support II: Rosy Hernandez (x32378)
	Ed. & Disab. Specialist: Elyse Yurth-Adlen (x32658)	Health Partners: Nurse - Julissa Gomez-Van De Velde, RN (x44652) and Coordinator - Yvette Ledezma
	Fam. Services Manager: Stacy Allen (x48532)	Early Ed Budget Analyst: Amar Vaanchig (x32119) Fam. Services Lead: Lois McDonald (x33506)

TITLE II - REVISED MUNICIPAL CODE
 Chapter 20 - FINANCE
 ARTICLE IV. - CONTRACTS, PURCHASES AND CONVEYANCES
 DIVISION 3. TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS

DIVISION 3. TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY 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 on any city-owned or leased building or on any city-owned land, pursuant to a contract by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, or engaged in the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or in similar custodial or janitorial work in connection with the operation of any such city-owned or leased building by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, shall be paid not less than the wages and fringe benefits prevailing for the same class and kind of work in the Denver metropolitan area as determined by the career service board under subsection (c). The Denver metropolitan area shall be determined by the career service board. This section shall not apply to any participant in a youth employment program certified by the city where the participant is employed in non-construction work, including the work of materials furnishing, servicing and maintenance of any city-owned or leased building or on city-owned land and the work of landscaping that is not performed in connection with the construction or renovation of a city-owned or leased building; nor shall this section apply to situations where there is no contract directly requiring or permitting the work described above, or contracts that are neither a revenue or expenditure contract contemplating such work, such as licenses or permits to use city-owned land.
- (b) *Contract specifications.* Every contract with an aggregate value, including all change orders, amendments or other alterations to the value, in excess of two thousand dollars (\$2,000.00) to which the city or any of its agencies is a party which requires the performance of work involving drayage or involving construction, alteration, improvements, repairs, maintenance or demolition of any city-owned or leased building or on any city-owned land, or which requires the performance of the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work, shall contain a provision stating that the minimum wages to be paid for every class of laborer, mechanic and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages under subsection (c). Every contract based upon these specifications shall include the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Contracts shall contain a stipulation that the contractor or subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid issuance, or on the date of the written encumbrance, as applicable, for contracts let by informal procedure under D.R.M.C. section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future changes in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Except as provided below, in no event shall any increases in prevailing wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the city, and the possibility and risk of any such increase is assumed by all

contractors entering into any such contract with the city. Notwithstanding the foregoing, the city may determine and may expressly provide in the context of specific agreements that the city will reimburse the contractor at the increased prevailing wage rate(s). Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective until the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

(c) *Determination of prevailing wages.*

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

If there is insufficient data available in the Denver metropolitan area to determine the rate of pay and the overtime and other benefits or should comparable classes of work not be performed within the Denver metropolitan area for each class of work covered by this section and not covered by the Davis-Bacon Act, the career service board shall refer to the Service Contract Labor Act of 1965, as amended (41 U.S.C. § 351 et seq.) to determine the rate of pay and the overtime and other benefits.
- (4) The office of human resources shall issue clarifications or interpretations of the prevailing wage, and shall provide the auditor any issued clarification or interpretation. If the auditor does not advise the executive director of human resources in writing that it disagrees with any issued clarification or interpretation within thirty (30) days, the clarification/interpretation shall be final. If the auditor

advises the executive director of human resources in writing that it disagrees with the clarification or interpretation, then the auditor and the executive director of human resources shall meet to resolve the conflict and, with approval of the career service board, the office of human resources shall issue a final agreed upon clarification or interpretation, or may withdraw the clarification or interpretation, as appropriate.

(d) *Mandatory contract provisions; enforcement.*

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

any additional amount of wages owing to the worker, mechanic or other laborer. No interest shall be paid by the city on any funds received or disbursed pursuant to this subsection.

- d. On the last working day of each month, the amount of any claim for which the city is no longer liable shall be credited to the general fund, except as otherwise required by law.
 - e. The auditor shall maintain a list of all unclaimed, city-negotiated prevailing wage checks for which the city is liable. Such list shall be updated monthly and shall be available for inspection at the office of the auditor.
- (5) Every such contract shall further provide that the contractor shall furnish to the auditor each pay period during which work is in progress under the contract a true and correct electronically certified copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll.
- (6) Every such contract shall also require that the contractor will provide to the city a list of all subcontractors who will be providing any services under the contract.
- (7) Every such contract shall further provide that if any laborer, worker or mechanic employed by the contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the city may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination, may prosecute the work to completion by contract or otherwise, and the contractor and any sureties shall be liable to the city for any excess costs occasioned the city thereby.
- (e) *Penalties.* Any contractor or subcontractor subject to the requirements of this section shall as a penalty pay to the City and County of Denver an amount as set forth below for each payroll period, for each worker paid less than the applicable prevailing wage rates.
- (1) The amount of the penalty shall be determined by the auditor based on consideration of both of the following:
 - a. Whether the failure of the contractor or subcontractor to pay the correct wage rate was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
 - b. Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
 - (2) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of prevailing wages was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
 - (3) The penalty shall be two thousand five hundred dollars (\$2,500.00) for a violation, plus seventy-five dollars (\$75.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed a penalty, but not more than two (2) other penalties, within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
 - (4) The penalty shall be five thousand dollars (\$5,000.00) for a violation, plus one hundred dollars (\$100.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed three (3) or more other penalties within the

previous three (3) years for failing to meet its prevailing wage obligations on separate contracts, unless those penalties were subsequently withdrawn or overturned.

- (5) The penalty shall be five hundred dollars (\$500.00) for each week, or portion thereof, for each week during which a contractor or subcontractor fails to furnish the auditor any certified payrolls where any worker, laborer or mechanic employed by the non-reporting contractor or subcontractor has performed any work under a contract subject to section (b), unless the failure of the contractor or subcontractor to furnish the auditor any certified payrolls was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor. This penalty shall not be imposed in conjunction with penalties imposed under sections (e)(2)—(4).
- (6) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each incident of false reporting on a certified payroll, not corrected within fifteen (15) days of the date the false report was brought to the attention of the contractor or subcontractor. A certified payroll shall be determined to be a false report when information related to hours worked or wages paid reported on a certified payroll is not identical to supportive documentation, including paychecks issued to employees, timecards maintained by contractors and subcontractors, invoices for work performed issued to contractors or the city, and tax documents. This penalty shall be imposed in addition to penalties imposed under sections (e)(2)—(5).
- (f) *Third party complaints.* Subject the provision of this section and any rules and regulations that may be issued by the auditor, a third party, including an employee of a contractor or subcontractor, may submit a complaint of a violation of this section to the auditor. The burden of demonstrating to the auditor's satisfaction that a violation has occurred or the rebuttable of such presumption rests with the third party making the complaint, and shall be demonstrated by a preponderance of the evidence. Any such complaint shall be made in writing to the auditor and shall include all information relied upon by such party. The auditor shall notify in writing any person alleged to have violated the section of such complaint. The auditor will investigate credible complaints and provide a response of its findings of any such complaint to both the complainant and the person who is identified as violating the section. Any determination by the auditor pursuant to this section is reviewable by the complained-of party, pursuant to subsection (g).
- (g) *Review.* Any determination of the auditor related to the imposition of prevailing wage, including determinations of applicable employment classifications and wages, determinations of underpayment or misreporting, and the imposition of penalties shall be reviewable as follows:
 - (1) Any person who disputes any determination made by or on behalf of the city pursuant to the authority of the auditor, which determination adversely affects such person, may petition the auditor for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.
 - (2) The auditor shall designate as a hearing officer a person retained by the city for that purpose.
 - (3) The petition for a hearing shall be in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the hearing officer. The hearing, if any, shall take place in the city, and notice thereof and the proceedings shall otherwise be in accordance with rules and regulations issued by the auditor. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, nonjury cases in state district court.
 - (4) Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order and may be reviewed under Rule 106(a)(4) of the state rules of civil procedure by the petitioner or by the city. A request for reconsideration of the determination may be made if filed with the hearing officer within fifteen (15) days of the date of determination, in which case the

hearing officer shall review the record of the proceedings, and the determination shall be considered a final order upon the date the hearing officer rules on the request for reconsideration. The nonprevailing party shall be responsible for and shall pay the costs of the hearing, including the costs of the hearing officer and the hearing reporter.

- (5) The district court of the second judicial district of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) of the state rules of civil procedure.
- (6) Failure to pay outstanding penalties that are not pending appeal and are owed to the city pursuant to this section shall be grounds for suspension or revocation of any license issued by the city until fully paid.

(Code 1950, §§ 161.1A, 161.1B, 161.1C, 161.1D; Ord. No. 582-85, § 2, 10-28-85; Ord. No. 212-89, § 1, 4-17-89; Ord. No. 979-95, § 1, 11-27-95; Ord. No. 546-96, § 1, 7-1-96; Ord. No. 624-97, § 1, 9-22-97; Ord. No. 277-00, § 1, 4-3-00; Ord. No. 84-02, § 1, 1-28-02; Ord. No. 656-06, § 1, 10-9-06; Ord. No. 679-06, § 1, 10-16-06; Ord. No. 423-09, § 1, 8-3-09; Ord. No. 285-10, § 1, 5-24-10; Ord. No. 161-12, §§ 1, 2, 3-19-12; Ord. No. 387-12, § 1, 7-30-12; Ord. No. 985-16, § 1, 11-7-16; Ord. No. 35-19, § 1, 2-11-19)

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

- (a) *In general.* A contractor shall be subject to debarment and disqualification from the award of any contract upon a determination that grounds for debarment exist as provided in this section.
- (b) *Definitions.* As used in this section:
 - (1) *Contract* shall mean a contract or a purchase order authorization for construction, alteration, improvement, repair, maintenance or demolition of any city-owned or leased building or performed on city-owned land by or on 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, and includes subcontracts.
 - (2) *Contractor* shall mean a contractor who has contracted with or is seeking to contract with the city or to provide goods or services to or on behalf of the city and a subcontractor or supplier of any tier.
 - (3) *Debarment board* or *board* shall mean a board consisting of the manager of transportation and infrastructure, the manager of aviation, the manager of general services, the director of the division of small business opportunities, and the auditor. In the event any member of the board has a conflict hearing a particular matter, the conflicted member will delegate his or her duties as a member of the debarment board to another individual within his or her department or division.
- (c) *Grounds for debarment.* As used in this section, "grounds for debarment" shall mean the occurrence within the three (3) years immediately preceding a report as provided in subsection (d) of:
 - (1) A willful failure or refusal of a contractor to pay prevailing wages in violation of section 20-76. In any proceeding arising under this section, a "willful failure or refusal" may be proven by evidence that the contractor has intentionally or repeatedly paid less than the required prevailing wage(s), either under the same contract or under two (2) or more contracts, including subcontracts.
 - (2) Intentional or repeated violations of the obligations imposed upon the contractor by contract provisions that substantially conform to the requirements of subsection 20-76(d).
 - (3) Any suspension or termination of a contract by the city or any agency thereof due to a violation of section 20-76.
 - (4) Any violation of any applicable city or state law establishing journeyman to apprentice ratios for the performance of work distinctive to a specific craft of trade or requiring licensing for the performance of

any type of construction work, when such violation occurred in the course of a contract, and when such violation demonstrates an intent by a contractor to evade the requirements of section 20-76 for the payment of prevailing wages.

- (5) Any violations described in D.R.M.C. section 28-77.
 - (6) Conviction of a criminal offense under local, state, or federal law or entry of a civil judgment for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty by a contractor or an officer, director, partner, manager, key employee, or other principal of a contractor.
 - (7) Conviction of a criminal offense or entry of a civil judgment related to obtaining or attempting to obtain a public or private contract or subcontract, including, but not limited to, bid rigging or collusion by a contractor or an officer, director, partner, manager, key employee, or other principal of a contractor.
 - (8) Serious violation of the terms of one or more contracts with the city, including willful material failure to perform, following notice of such failure, or a history of material failure to perform, or of materially unsatisfactory performance of one or more contracts with the city.
 - (9) Current debarment by any other governmental entity based upon a settlement agreement or a final administrative or judicial determination issued by a federal, state, or local governmental entity.
 - (10) Any other cause of so serious or compelling a nature that it affects the present responsibility of a contractor or subcontractor.
 - (11) Any violations of or described in D.R.M.C. section 20-80.
 - (12) Any violations of or described in D.R.M.C. sections 20-82 through 20-84.
 - (13) The term "grounds for debarment" shall not include any isolated or insubstantial violation of law that is promptly corrected by a contractor in accordance with the requirements of the city.
- (d) *Reports to debarment board.* Any officer or employee of the city responsible for enforcing the laws set forth in paragraph (4) of subsection (c) of this section, or for the administration of the contracts of the city shall promptly report to the debarment board in writing any grounds for debarment coming to the attention of the officer or employee. Submittal of such a report to the board by an officer or employee who is on the board or who works under any member of the board shall not disqualify on its own that board member from serving his or her duties on the board with regard to the submitted report.
- (e) *Debarment investigation; notice to contractor.*
- (1) Following the receipt of a report of grounds for debarment under subsection (d), the debarment board shall conduct an investigation. After the board has made an initial investigation of the facts and circumstances underlying the report, the board shall send a written notice of investigation to the contractor against whom the report was made. Such notice shall be sent by certified mail, return receipt requested, and shall contain a concise statement of the report and the underlying facts and circumstances as they appear to the debarment board at the time of the notice. The notice shall inform the contractor that it has twenty (20) business days in which to respond to the board in writing.
 - (2) The contractor's response shall include a statement of the following:
 - (i) Which, if any, of the facts cited in the notice the contractor does not contest;
 - (ii) Any facts not included in the notice which the contractor believes to be relevant to the investigation;

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- (iii) The contractor's statement of the facts and circumstances relevant to the report and investigation; and
 - (iv) Any mitigating factors related to the grounds for debarment.
 - (3) After receipt of the contractor's written response, the debarment board shall meet with the contractor to discuss and review the facts and circumstances relevant to the report under investigation. The board may meet more than once with the contractor during the investigation. The contractor may be represented by counsel at such meeting(s), and may present documentation and exhibits to the board for the board's consideration.
 - (4) It is not the intent of this subsection (e) that the debarment board shall conduct informal or formal hearings during the investigation, but rather that the contractor against whom the report is made shall have the opportunity to be notified of the investigation and to present information relevant to the report. If a contractor does not timely respond to a notice of investigation sent under this subsection (e), the board shall proceed with the investigation.
 - (f) *Determination of debarment.* Following the investigation under subsection (e) of this section, and after consultation with the city attorney, the debarment board may determine that no further action is required, or may debar a contractor from consideration for any contract upon the affirmative vote of at least three (3) members of the board for a period of up to three (3) years. If the board determines to debar a contractor, then the board shall send a written notice of debarment by certified mail, return receipt requested, to the contractor, and the notice shall inform the debarred contractor of the right to appeal the decision administratively in accordance with subsection (h) of this section.
 - (g) *Effect of debarment determination.* A debarment determination shall take effect thirty (30) days after the contractor receives notice of the determination unless an appeal is filed during that time in accordance with subsection (h) of this section. After the debarment decision takes effect, the contractor debarred shall remain debarred unless a court or the board orders otherwise or until the debarment period specified in the determination expires. A debarment shall disqualify the contractor from the award of any contract during the period of debarment, and shall be binding upon any and all city departments and agencies responsible for the award of contracts.
 - (h) *Suspension.* The debarment board, in consultation with the city attorney, may temporarily suspend any contractor because a criminal investigation has commenced or a criminal charge has issued against the contractor or an officer, director, partner, manager, key employee, or other principal of a contractor for an offense under local, state, or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of antitrust statutes, or other law indicating a lack of business integrity or business honesty until the investigation is concluded without charges or the charges are resolved through conviction, plea, dismissal, or other resolution.
 - (i) *Appeals.*
 - (1) Any contractor who disputes any determination of debarment made pursuant to this section may petition the debarment board for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.
 - (2) The debarment board shall designate a hearing officer to hold such hearing, and shall be represented before the hearing officer by the city attorney.
 - (3) Such petition shall be filed 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 board. The petitioner shall bear the risk of non-persuasion, and the standard of proof shall conform to that in civil, non-jury cases in state district court.

- (4) Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order of the hearing officer and may be reviewed under Rule 106(a)(4), C.R.C.P. by the petitioner or by the city.
 - (5) The district court of the second judicial district of the state 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) C.R.C.P.
 - (6) Any appeal of a debarment determination shall automatically stay the effect of the debarment until the appeal is finally resolved.
 - (j) *Debarment list.* The debarment board shall maintain a list of any and all contractors debarred in accordance with this section and shall promptly notify the auditor, the mayor, the city council, the manager of transportation and infrastructure, the manager of aviation, the manager of parks and recreation, the director of the division of small business opportunity, and the manager of general services of any additions or deletions to the debarment list.
 - (k) *Mandatory contract provision.* Every contract shall contain a provision prohibiting the contractor from hiring any subcontractor that is currently debarred by the city in accordance with this section.
 - (l) *Other remedies preserved.* The operation of the debarment process under this section 20-77 shall not preempt or supersede existing remedies or penalties for violation of prevailing wage, building code or other city laws and regulations, or other discretionary activities of appropriate city officials with respect to contract issues that may be provided by law.
 - (m) *Guidelines; rules and regulations.* The debarment board is authorized to promulgate guidelines and rules and regulations as may be necessary to effectuate the purposes of this section 20-77.
- (Ord. No. 581-03, § 1, 7-14-03; Ord. No. 985-16, § 2, 11-7-16; Ord. No. 194-19, §§ 1—3, 4-8-19; Ord. No. 39-20, § 38, 2-3-20)

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

No warrant or demand for payment to any contractor under any such contract shall be drawn or allowed by the manager of finance unless such contractor shall have filed with the auditor the reports and statements required by section 20-76(d) nor while any such contractor or any subcontractor under the contractor shall be in default in the payment of such wages as are required by the contract.

(Code 1950, § 161.1F; Ord. No. 656-06, § 2, 10-9-06)

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

The provisions of this division shall constitute a part of every contract of employment between every contractor or subcontractor and any employees performing work covered by the provisions of this division.

(Code 1950, § 161.1G)

DENVER GREAT KIDS		
EARLY HEAD START/HEAD START INDIVIDUALIZED HEALTH PLAN		
CENTER:	CHILD'S NAME:	
	DATE:	NURSE/HEALTH TEAM REVIEW INITIALS
FIRST DAY OF ATTENDANCE IN CLASSROOM:		
INDIVIDUALIZED HEALTH PLAN IN PROCESS		
MEDICAL HOME IDENTIFIED BY PARENT		
HEALTH INSURANCE IDENTIFIED BY PARENT		
Referred to Covering Kids or DH Enrollment Specialist		
HCT Result		
LEAD Result		
TB Result OR Risk Assessment		
HCAP 1		
HCAP 1 Completed & Expiration date		
HCAP 2		
HCAP 2 Completed & Expiration date		
IZ IN CHART AND UP-TO-DATE FOR AGE		
Is there a Statement of Immunization Exemption on File?		
CURRENT PE IN CHART		
1 month		
2 months		
4 months		
6 months		
9 months		
12 months		
15 months		
18 months		
24 months/2 years		
3 years		
4 years		
5 years		
HEALTH SCREENINGS COMPLETED WITHIN 45 DAYS		
Health Screenings retests needed		
REFERRAL NEEDED BASED ON HEALTH SCREENINGS		
Referral completed		
DENTAL HOME IDENTIFIED		
DENTIST'S EXAM COMPLETED WITHIN 90 DAYS		
Treatment completed		
	Most Recent Fall Data	
Fall Height		
Fall Weight		
Fall BMI		
	Most Recent Spring Data	
Spring Height		
Spring Weight		
Spring BMI		



Head Start Eligibility Verification Form

1. Child's name: _____

2. Child's date of birth: _____

3. Is this child eligible to participate in the program? ☐ Yes ☐ No

4. Type of eligibility interview conducted: ☐ In-person ☐ Audio or Video Call

5. Indicate the applicable eligibility criterion for this child:

☐ Experiencing Homelessness

☐ Foster care

☐ Public assistance (TANF, SSI, SNAP)

☐ Income at or below 100% poverty guidelines

☐ Other (up to 10% may fall into this category, up to 49% for AI/AN programs)

☐ Income between 100-130% poverty guidelines (up to 35% may fall into this category)

6. What documentation was used to determine eligibility and is included as part of the eligibility determination record?

☐ Income Tax Form 1040

☐ W-2

☐ TANF documentation

☐ SSI documentation

☐ SNAP documentation

☐ Pay stub or earnings statements

☐ Unemployment documentation

☐ Written statement (employer, service provider)

☐ Foster care reimbursement

☐ Family signed declaration

☐ Other, please describe:

7. Staff signature: _____

Date: _____

8. Staff name: _____

Title: _____

Notes: