

AGREEMENT for Head Start Services for Program Year 2016-2017

AGREEMENT

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

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

A. “ACF” means the Administration For Children and Families, a division of the United States Department of Health and Human Services.

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

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

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

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

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

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

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

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

J. “Services” means the scope of services to be provided by the Contractor as set forth in this Agreement and the Exhibits attached hereto relating to the provision of services to administer and operate Head Start program.

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

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

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

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

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

3. CONTRACT DOCUMENTS: This Agreement consists of Paragraphs 1 through 43, 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 2016-2017.

B. Exhibit B, Contractor’s Budget.

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

D. Exhibit D, Schedule for submission of reports.

E. Exhibit E, Certificate of Insurance.

F. Exhibit F, Site Locations.

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

The terms and conditions of paragraphs 1 through 43 hereof will control any contradictory or inconsistent terms and conditions that may be found or contained in the above-referenced attached or incorporated in Exhibits.

4. TERM: The Agreement will commence on July 1, 2016, and will expire on

June 30, 2017 (the "Term"). Subject to the Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.

5. SERVICES TO BE PERFORMED:

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

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

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

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

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

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

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

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

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

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

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

H. Establish policies and procedures to secure and protect all Equipment and Controlled Assets, as such terms are defined below in paragraph 22.B, of this Agreement, purchased with funds provided under this Agreement, against theft, loss, damage, misuse or misappropriation. Contractor will further establish policies and procedures to safeguard electronic and computer information against theft, loss, damage, misuse, or misappropriation. Such policies and procedures will include, without limitation, specific terms for the acceptable and reasonable use of telephone, email and internet for non-business purposes.

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

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

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

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

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

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

N. Maintain at all times its funded enrollment level as designated by the City. If any vacancy occurs in any of Contractor’s Head Start programs, the Contractor will fill such vacancy within thirty (30) calendar days. The Contractor may, however, to the extent permitted by 45 C.F.R. 1305.7(b), elect not to fill a vacancy when sixty (60) calendar days or fewer remain in the program’s enrollment year (July 1-June 30). 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.

7. COMPENSATION:

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

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

C. Invoices/Budget modifications.

(1) Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than the last business day of the following month for which Contractor seeks reimbursement. The Contractor will 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.

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

D. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Four Hundred Twenty-Four Thousand Eight Hundred Twenty-Five Dollars and Zero Cents (\$1,424,825.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to federal funds received for the Head Start program, appropriated annually

by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

F. Non-Federal Share Match. The Contractor will provide its proportionate share of non-federal funds through cash or in-kind, fairly evaluated, contributions. The phrase “fairly evaluated” referenced in the preceding sentence will be interpreted in accordance with 45 C.F.R. Part 74.23 and/or 45 C.F.R. Part 92.24 as well as any other applicable federal regulations pertaining to match and cost sharing requirements for the Head Start program. Contractor’s contribution under this Agreement will be **Three Hundred Fifty-Six Thousand Two Hundred Six Dollars and Twenty-Five Cents (\$356,206.25)** as set forth in more detail in Exhibit B. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the nonfederal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City both Contractors’ non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report. The City reserves the right to withhold, adjust and/or reallocate subsequent Grant funds whenever it determines that Contractor’s current spending is inconsistent with amounts and categories listed on **Exhibit B**, the purposes identified in **Exhibit A**, or if reports of nonfederal share contributions, in whole or in part, are not provided by Contractor on a timely basis.

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

Every one of Contractor’s Expenditure Variance Reports will be certified to be correct by an authorized representative of Contractor and will reference the Contract Control number of this Agreement as designated below on the City’s signature page. Every one of Contractor’s Expenditure Variance Reports will be submitted with official

documentation evidencing, in detail, the nature and propriety of the charges including general ledgers, transaction listings, journals, invoices paid by the Contractor that equals or exceeds One Thousand Dollars (\$1,000.00) for any transaction, time sheets, payrolls, receipts and any other document which may be pertinent in light of the nature of services to be performed under this Agreement and showing that services were performed within the period for which the payment is requested. Contractor will make available to the City and provide the City with a copy of any and all such documentation upon request.

H. Federal Funds Contingency/Appropriations. The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's Exhibit B will be revised accordingly. Moreover, it is acknowledged by the parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start operations for Program Year 2016-2017, HHS may issue only a partial financial award for program costs for Program Year 2016-2017. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the parties in the same manner as this Agreement.

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

I. Updated Program Conditions: Contractor acknowledges that ACF has issued a Notice of Proposed Rulemaking (NPRM) on June 19, 2015, proposing changes to current Head Start program requirements. See, 80 Federal Register 35502. If the NPRM is adopted by ACF by final rule published in the Federal Register or if other requirements are lawfully imposed on the Head Start Program by the federal government or the City by law, executive order, rules and regulations, or written policy instrument, the Contractor shall comply with all such updated or additional requirements. If the Contractor is unable or unwilling to comply with an updated or additional requirement 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 20.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.

8. REPORTS:

A. The Contractor will establish and maintain reporting systems in accordance with any and all policies, procedures and directives of the City concerning

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

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

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

(2) **Attendance Report.** The Attendance Report will include attendance for all approved program options on a monthly basis. Contractor will monitor at all times and report the monthly average daily attendance rate of students that it has enrolled for Head Start services in all program options. When the monthly average daily attendance rate in a center-based program falls below eighty-five percent (85%), the Contractor will, in accordance with 45 C.F.R. 1305.8, include in the Attendance Report a detailed explanation as to why such attendance rate was not maintained and a detailed description of how the Contractor will return the attendance rate to the designated level, and the number of absences that occur on consecutive days. The Attendance Report will be consistent with any format designated by the City;

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

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

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

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

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

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

(9) **Inventory Report.** In accordance with paragraph 22.B below, the Contractor will establish and submit to the Head Start Director on a date designated by the Director, or the Director's designated representative, an annual inventory list, in such format as designated by the City's Head Start Director, of all Equipment and Controlled Assets purchased under this Agreement. The date for submission of the Inventory Report may be set forth in Exhibit D or, if not contained therein, will be separately designated by the Director or the Director's designated representative.

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

9. PERFORMANCE MONITORING/INSPECTION: The Contractor will permit the Director or any other governmental agency authorized by law, or their respective authorized designees, to monitor all activities conducted by the Contractor pursuant to the terms of this Agreement and inspect any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hardcopy or electronic format, relating to any matter covered by this Agreement. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of reviewing methods, procedures and

practices, examining internal evaluation procedures, examining program data, on-site observation, on-site verification, formal and informal audit examinations, attending all meetings, hearings, or proceedings held by the Contractor, its Board of Directors, or its employees or any other reasonable procedures relating to the performance of services under this Agreement. All such monitoring and inspection will be performed in a manner that will not unduly interfere with the services to be provided under this Agreement. The Contractor will make available for inspection by the Director or the Director's designated representative any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hardcopy or electronic format, relating to any matter covered by this Agreement.

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

11. EXAMINATION OF CONTRACTOR RECORDS:

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

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

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

12. AUDIT REQUIREMENTS:

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

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

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

D. The Contractor will satisfy the requirements of the Single Audit Act of 1984, codified at 31 U.S.C. §7501, *et seq.*, (Law. Coop Supp. 2014), as may be further amended from time to time, and all applicable Office of Management and Budget Circulars including but not limited to 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If Contractor determines that it is not subject to the requirements of the Single Audit Act, it will notify the City in writing within ten (10) calendar days of its determination that it is not subject to the Single Audit.

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

Agreement constitutes a waiver of any other breach.

14. INSURANCE:

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

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

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

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

of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

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

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

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

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

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

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

(10) Additional Provisions:

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

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insured provision (no insured v. Insured exclusion);
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
- (v) Any exclusion of sexual abuse, molestation or misconduct has been removed or deleted.

(b) For claims-made coverage:

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

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

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

15. DEFENSE AND INDEMNIFICATION:

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or

property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor, its Subdelegates, Subcontractors, subconsultants, or Vendors, either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

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

17. ASSIGNMENT AND SUBCONTRACTING:

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

B. By the Contractor. The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director’s prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Director has sole and

absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and the Subdelegate, sub-consultant, subcontractor or assignee.

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

18. DEFICIENCIES/NONCOMPLIANCE:

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

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

If the Contractor is to develop a Quality Improvement Plan, the Contractor will submit to the Director for the Director's approval, within ten (10) calendar days of the date of the Notice of Findings of Deficiencies, a Quality Improvement Plan that identifies all appropriate actions that the Contractor will undertake to correct each identified deficiency and the date that Contractor expects to complete the Quality Improvement Plan. Within thirty (30) calendar days of the date of receipt of Contractor's proposed Quality Improvement Plan, the Director will notify the Contractor in writing of the Director's approval or disapproval. If the Director disapproves of the Quality Improvement plan, the Director will inform the Contractor of the reasons why it so disapproved of the Quality

Improvement Plan. If the Quality Improvement Plan is disapproved, the Contractor must submit a revised Quality Improvement Plan, making the changes necessary to address the reasons why the initial Quality Improvement Plan was disapproved. If the Director does not approve or disapprove of the Quality Improvement Plan within ten (10) calendar days of the date of receipt, the City will be deemed to have approved the Quality Improvement Plan.

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

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

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

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

B. Deny any and all requests for payment and/or demand reimbursement from Contractor of any and all payments previously made to Contractor for those services or deliverables that have not been satisfactorily performed and which,

due to circumstances caused by or within the control of the Contractor, cannot be performed or if performed would be of no value to the City's Head Start program. Denial of requests for payment and demands for reimbursement will be reasonably related to the amount of work or deliverables lost to the City;

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

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

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

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

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

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

20. OTHER GROUNDS FOR TERMINATION:

A. By the City.

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

2. The City further has the right to terminate this Agreement upon thirty (30) days' written notice for the convenience of the City, 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, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

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

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

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

21. PROCUREMENT:

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

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

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

The preceding sentences will not be construed to preclude normal or routine use and consumption of goods and supplies purchased by Contractor or Subdelegates or Vendors, if appropriate, in the provision of Head Start services under this Agreement. Upon the expiration or earlier termination of this Agreement, all Equipment and Controlled Assets purchased with funds under this Agreement will be returned to the City or disposed of, as the City shall direct. The Contractor will establish and submit to the Head Start Director an annual inventory list, in such format as designated by the City's Head Start

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

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

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

23. SITE LOCATIONS, LEASES AND LICENSES:

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

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

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

D. Licensing of Site Locations. The Contractor will obtain and

maintain any and all required and appropriate licenses to operate Head Start programs. No site location will be opened and no Head Start funds will be paid to the Contractor if the Contractor does not have in place, prior to opening each site location and maintaining throughout the term of this Agreement, any and all required and appropriate license for each and every site location. The Contractor will provide the Director with a copy of current licenses maintained by the Contractor for each site location identified in Exhibit F. In addition, the Contractor will secure, post and maintain in its files copies of current health inspection reports for each kitchen facility utilized in the preparation of food for each site location identified in Exhibit F. If, at any time during the term of this Agreement, any such health clearance or license is revoked, suspended or modified, or if the Contractor in any other manner loses the clearance or license, the Contractor will give immediate written notice to the Director. In such an event, the City may, in its sole discretion, order corrective action or suspend or terminate this Agreement. Head Start funds will not be paid to the Contractor to operate a Head Start Program in a site location that is not covered by the aforementioned clearances and/or licenses. If Contractor receives any order, direction, notice or other communication concerning the licensing of any site location assigned to the Contractor by the City, the Contractor will be solely responsible for taking any and all action required to maintain all licenses in good standing. The Contractor will submit a copy to the Director of all such orders, reports, direction, notices or communications within twenty-four (24) hours of Contractor's receipt thereof. The Contractor will notify the Director in writing within twenty-four (24) hours of Contractor's receipt of any notice of immediate closure of any site location assigned to the Contractor by the City. The Contractor will comply by the required date and time. The City reserves the right to require Contractor to cease or suspend program operations at any time if the City determines that a danger exists to the health, safety or well-being to the children enrolled in Head Start programs.

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

- A.** The Head Start Act as codified at 42 U.S.C. 9801, *et seq.*;
- B.** 45 CFR Part 1301 through 1311, including all regulations referenced therein and all successor regulations pertaining to the Head Start program;
- C.** All information memoranda, program guidance, instructions or other written documentation issued by the federal government concerning the operation of Head Start programs or the expenditure of federal funds;
- D.** 45 CFR Part 16, 74, 75, 80, 87, and 92;
- E.** 2 CFR Part 25.110;

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. For the full text of the Grant Award terms and conditions, go to <http://acf.hhs.gov/grants/discretionary-competitive-grants>. Section 106(g) of the Victims Protection Act of 2000, as amended, 22 U.S.C. 7104);

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

H. 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;

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

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

J. U.S. Executive Order 12549, Debarment and Suspension implemented at 2 C.F.R. Part 180. By its signature below, the Contractor assures and certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will provide immediate written notice to the Director if at any time it learns that its certification under this subparagraph was erroneous when submitted or has become erroneous by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this subparagraph, the Contractor will provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if Contractor is unable to certify to any of the statements in the certification contained in this subparagraph, the City may pursue any and all available remedies available to the City including but not limited to terminating this Agreement

immediately upon written notice to Contractor.

Contractor will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" as such clause is set forth at 2 C.F.R. Part 180, in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Order 12549 and its implementing regulations;

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

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

L. City and County of Denver policy concerning nondiscrimination in employment. In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder;

- a. All applicable circulars of the U.S. Office of Management and Budget ("OMB") including without limitation Omni-Circular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Part 200, *et seq.*;

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

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

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

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

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

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

R. No Employment of Illegal Aliens to Perform Work Under the Agreement:

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

2. The Contractor certifies that:

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

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

3. The Contractor also agrees and represents that:

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

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

(c) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

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

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

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

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

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

26. CONFLICT OF INTEREST:

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

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

27. NOTICES:

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

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

With a copy of any such notice to:

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

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

28. DISPUTE RESOLUTION: Disputes, except disputes involving termination of this Agreement, concerning a question of fact arising under this Agreement which cannot be resolved by the representatives designated by the Director and the Contractor

will be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code 56-106(b)-(f). Under this administrative hearing procedure, the City official rendering a final determination will be the Executive Director of the Mayor's Office for Education and Children. Disputes concerning a decision by the City to terminate this Agreement will be resolved by the procedure established by 45 CFR 1303.20, as may be amended from time to time. Pending final resolution of a dispute not involving termination, the Contractor will proceed diligently with the performance of its obligations under this Agreement and in accordance with the decision of the Director's designated representative.

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

30. CONFIDENTIALITY:

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

In the event that the Contractor is required to access third party data that includes protected medical records from a third party provider or is required to provide client records that includes protected medical records to the City for purposes of monitoring and evaluating the Contractor's performance under this Agreement, then the

Contractor agrees to coordinate with the Agency's staff and the client in obtaining any necessary authorization for release forms.

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

C. Open Records. The parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. (2014), and that in the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.

31. INTELLECTUAL PROPERTY RIGHTS:

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

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

The Contractor will disclose all such Original Works to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, the Original Works will be considered a "work made for hire," and all ownership of copyright in the Original Works will vest in the City at the time the Original Works are created. In the event that this

Agreement is determined by a court of competent jurisdiction not to be a work for hire under the federal copyright laws, this Agreement will operate as an irrevocable assignment by the Contractor to the City of the copyright in the Original Works including all rights thereunder in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the program, without further consideration, and agrees to assist the City in registering from time to time enforcing all copyrights and other rights and protections relating to the program in any and all countries. The Contractor, upon the expiration or earlier termination of this Agreement, will return all such Original Works and copies thereof and the Contractor will have no right to make any other use of this material.

32. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

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

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

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

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

37. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action

to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

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

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

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

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

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

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

Exhibit List follows

Exhibits to Head Start/Delegate Agency Agreement

1. Exhibit A, Contractor's Application and narrative to provide Head Start Services for program year 2016-2017.
2. Exhibit B, Contractor's Budget.
3. Exhibit C, Calendar of Times and Days of Operations.
4. Exhibit D, Schedule for submission of reports.
5. Exhibit E, Certificate of Insurance.
6. Exhibit F, Site Locations.
7. Exhibit G, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.

END

SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: MOEAI-201626973-00

Contractor Name: CLAYTON EARLY LEARNING

By: Charlotte M. Brantley

Name: Charlotte M. Brantley
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Clayton Early Learning Head Start Continuation Application Narrative

Section I. Program Design and Approach to Service Delivery

Introduction

Clayton Early Learning is Colorado's leading catalyst in providing and collaborating with others to improve early care and education to ensure optimal development during the critical prenatal-to-5 period for all children, especially those of limited opportunity. Our unique approach has proved successful in closing achievement gaps for disadvantaged children. Clayton Early Learning harnesses the synergy of its four-tiered approach—Training, Advocacy, Research and Practice—to advance early childhood education statewide in collaboration with other public and private entities. In September 2010, Clayton Early Learning was designated by the U.S. Department of Health and Human Services as one of ten *Centers of Excellence in Early Childhood* in the nation.

Clayton Early Learning operates two schools, Educare Denver at Clayton Early Learning (Educare Denver) and Clayton Early Learning in Far Northeast (FNE). Both schools are state-of-



MISSION

Clayton Early Learning provides national leadership to advance the field of early childhood education by researching, implementing and disseminating innovative teaching models. We promote educational equity for young children through family engagement, teacher preparation, and effective early education policy.

VISION

We envision a world where all children are prepared for success in school through highly effective early childhood education.

VALUES

Excellence, Stewardship, Growth, Innovation, Collaboration, Diversity, Family-Centered, Integrity, and Accountability

the-art learning environments where children from birth to age five grow up safe, healthy and eager to learn. The Educare Denver School follows the 12 core features of the Educare model, which expands on Head Start and Early Head Start standards. The FNE School follows comparable teaching and family engagement strategies as those of our Educare Denver School. At both our schools, we believe parents are their children's first teacher and the primary influence in the direction of their development. Our purpose is to guide parents in their efforts to provide for their children's needs, engage their learning and develop the resources to meet their own self-determined goals. The program and parents – together – create a positive partnership toward achieving child and family outcomes and supporting school readiness.

Sub-Section A: Goals (Continuation Application Narrative Requirements)

1. Goals, Objectives and Outcomes

No additions, deletions or revisions to the program's Long Term Goals, Short Term Objectives and Expected Outcomes occurred since last year's application.

2. Progress

This section begins with a brief discussion of program progress and impacts that cross program goals:

- Clayton Early Learning's federal on-site monitoring reviews in 2006, 2009, 2012 and 2015 found the program in full compliance with all Head Start performance standards with the exception of a 2015 finding at a community partner site related to the temperature taking of milk.

- The Educare Denver School achieved re-accreditation by the National Association for the Education of Young Children (NAEYC) in 2011. Both schools will be undergoing NAEYC re-accreditation in February 2016.
- On its most recent (February 2014) Qualistar rating, the Educare Denver School earned four of four possible stars and our newly opened Far Northeast School earned three stars.

Qualistar is a statewide effort to improve the quality of early care and education for children and to increase the level of accountability to parents and funders. The cornerstone of Qualistar is the Quality Rating System (QRS), a tool to measure quality in licensed centers and family home early care and education settings for children birth to kindergarten. The QRS delineates quality in Learning Environment, Teacher Training and Education, Family Partnerships, Adult-to-Child Ratios/Group Size and Accreditation.

Recently, Colorado launched its new quality improvement system for early childhood programs called Colorado Shines. This quality rating and improvement system is required for licensed child care providers and will assess, support improvements and communicate the level of quality in early care and education programs. Both schools are currently in their rating windows with this new system.

- HIPPI USA conducted site visits of the program's home-based options in 2009 through 2015 and the program was awarded accreditation through 2017. Results were strongly positive, most notably the intensity of training and child development knowledge of the home visitors, the high quality early learning space for socializations and positive rapport between

families and home visitors. Clayton's HIPPY program serves as a national model for blending Head Start and HIPPY services.

- Staff-to-child ratios surpass state licensing standards and the Performance Standards.
- Clayton Early Learning continues to develop a comprehensive index of readiness for each child and family that includes key indicators that have been validated as predictive of school readiness through national research efforts or our own internal evidence-base. The Clayton School Readiness Index (CSRI) is intended to comprehensively assess children's preparedness for kindergarten. The CSRI will enable Clayton to systematically and simultaneously examine multiple developmental domains critical to whole-child readiness while retaining crucial family contextual inputs to success. We will better differentiate levels and types of preparedness and subsequently identify readiness-boosting strategies. We will use this measure to predict school success through our longitudinal follow-up study, and further shape children's pre-kindergarten experiences at school and at home to maximize success and well-being of the whole child.
- Tools to support reflective inquiry have been developed and are being continuously refined. The Research to Practice Framework provides a template that facilitates and documents data dialogue through the stages of surfacing assumptions, generating solutions and taking action. Several times throughout the school-year, Clayton researchers meet with mentor coaches and teaching teams to discuss assessment results with demonstration of how the assessments are administered to children. During these meetings, teachers and mentor

coaches explore the data with researchers as a resource. The discussions center on the use of assessment data to inform differentiated instruction within the classroom. Lesson plans are developed that reflect the needs of the individual children to best support their language growth and development.

In addition to individual child-level and classroom-level reports, a strong component to the formal data utilization philosophy at Clayton Early Learning is the discussion and use of aggregate data to create annual program goals, plan for professional development, and to identify resource needs. Sharing and interpretation of data results is made stronger through collaboration of an interdisciplinary team comprised of educators, family support staff, early interventionists, researchers, and policy analysts. With a grant from Gary Community Investments, Clayton Early Learning is expanding access to real-time, comprehensive child and family data for providers with a new technology solution. Clayton Early Learning will develop an electronic data dashboard that allows interactive, integrated data viewing (child, family, and classroom outcomes) connected to strategic ideas for classroom activities and goals, as well as syntheses of current applied research findings.

- A structured coaching model is implemented through mentor-coach positions embedded in service delivery systems and provided to all staff. Coaching supports individual professional development and competencies through reflection, collaboration and early intervention.
- Clayton Early Learning continues to partner with Comcast and Xcel Energy as a premier site for their national corporate volunteer days. These partnerships provided Clayton Early

Learning an opportunity to align our daily work with children and families with corporate commitment to education and wellness.

- Clayton Early Learning is now in its eighth year of a national implementation study to document the features of Educare and how implementation of the model contributes to program quality and links to child and family outcomes. The evaluation is led by a national evaluator at the Frank Porter Graham Child Development Institute at the University of North Carolina-Chapel Hill. This study used data from an implementation evaluation of Educare—a high-quality national early education model for children from birth to 5—to examine the extent to which age of entry and time in care relate to language and social-emotional skills for Dual Language Learners (DLL) and English-only (EO) children from low-income families. Participants were 5037 children enrolled in one of 12 Educare schools as infants, toddlers, or preschoolers between 2003 and 2013 and were followed for their duration in Educare. Longitudinal assessments of children’s receptive language and social-emotional skills were analyzed with hierarchical linear modeling, controlling for demographic characteristics and classroom quality. Both age of entry and duration were positively associated with receptive language outcomes, with stronger effect sizes for DLL than EO children. DLL children who entered early consistently scored well across the assessment ages; late enterers made significant gains during their one or two years of Early Childhood Education (ECE) but lagged considerably behind early entering DLL children when they left for kindergarten. Spanish-speaking DLLs did not lose their proficiency in Spanish as

they learned English. Teacher ratings of children’s social-emotional skills were lower if children entered at a younger age, but within normal ranges; ratings improved with longer attendance. Results suggest a need for renewed focus on ensuring that children at-risk for poor school outcomes have access to high-quality ECE early in life and for sustained periods in order to reduce later achievement gaps. ¹

Table 1 identifies innovative methods being implemented by Clayton Early Learning as well as progress toward meeting short term objectives and expected outcomes for each goal.

Table 1: Progress Toward Objectives and Outcomes for Each Program Goal

FAMILY CENTERED SERVICES	Parents and primary caregivers support children’s development across all domains. Families will have the capacity and resources to meet their needs and self–determined goals.
Innovative Methods	
<ul style="list-style-type: none"> • Child Family Educators (CFEs) and teachers collaborate with parents to expand everyday learning through home links and Teaching Strategies GOLD® parent activities. • Parents lead the planning for parent events and meetings and review participant feedback to guide future planning. • Parent meetings in each classroom engage parents with the classroom curriculum. • Program-wide all-parent meetings offer training and support in diverse topics related to child development and engage the family in their child’s education. • Child Family Reviews offer staff and specialists the opportunity to review family and child goals, assess progress, and identify further needs and individualized supports. • A curriculum work group (including parents and staff) examines the rigor and outcomes of curricula implementation throughout the school. • Coffee and Craft groups facilitated by Mental Health Consultants support parenting education, build social capital and help parents’ buffer environmental stress. • On-site parent support groups and parenting classes are provided in English and Spanish. The Family Liaison Specialist provides individualized therapeutic mental health support to families. 	

¹Yazejian, N., Bryant, D., Freel, K., Burchinal, M. (2015). High-quality early education: Age of entry and time in care differences in student outcomes for English-only and dual language learners [Abstract]. *Early Childhood Research Quarterly*, 32, 23-39.

- Implementation of the Touchpoints© curriculum in Educare Denver builds parent knowledge of their child's behaviors and strengthens the staff/parent partnership.
- Documentation of each family's story is captured through a family portfolio.
- Families have access to the Family Resource Library (FRL) and parent cozy area with two computers with internet access and fax capability, as well as books, resources, and games.
- Wellness activities are offered to families and include resource fairs, cooking activities, gardening, farmer's markets and exercise classes. A food pantry is accessible to families for emergency food.
- Ongoing coaching is provided to staff and families on implementing literacy strategies for children.
- Clayton Early Learning partners with local resource agencies to connect parents to GED and ESL classes and provides on-site resources.
- Parents engage in reflective inquiry sessions to review and analyze data and set goals to improve outcomes for children and families.
- An intentional focus is placed on engaging male figures.

Progress Toward Short Term Objectives and Expected Outcomes

- Pre-service training was offered on the topic of interdisciplinary practice to encourage staff to engage in collaboration.
- Education and family service staff meet weekly to collaborate on plans for children and families.
- Twice a month, supervisors meet as an interdisciplinary group to coordinate services, plan together as an organization. and to discuss practice.
- Teachers and CFEs received additional training supports during pre-service on how to maximize effectiveness of Home Links and Parent-Child Activities
- The first sessions of Ten Steps to Positive Parenting have been completed.
- At this point in the program year, 26 Head Start parents have identified goals in the guidance/child development and advocacy areas.
- CFEs have been working with families to provide resources and referrals based upon individual family needs. There have been 109 referrals provided to families who have needed or have requested referrals at this point in the program year. CFEs will continue to work with families to support their individual family needs throughout the program year.
- HIPPIY CFEs delivered over 625 curriculum packets during home visits this program year.
- During monthly parent meetings and semi-yearly Parent-Teacher conferences, all parents received individualized home-school activities to support their child's development while building on individual interests and family strengths. These activities were comprehensive, crossing all domains and supporting the parent as the primary educator of their child. Twice per year, teachers, CFEs and families set formal Individual Child Curriculum Goals and monitored the progress on these goals through child portfolios.

- Home visitation staff hosted meetings and socializations during the year where parents received training on skills to support their child’s development and their role as their child’s primary teacher. Trainings included school readiness, yoga and relaxation techniques and Culture of Wellness.
- Our approach to data dialogue with families is to make predictions about outcomes, analyze, review and discuss data, discuss families’ assumptions about data and prompt ideas for continuous improvement. Families and family support staff engaged in two reflective inquiry conversations during the year and data discussed included mental health and toxic stress, the 5x5 program and school attendance.
- Educare Denver continued to expand its Touchpoints program by training and mentoring eight additional staff in the 2014/15 school year and 15 in the 2015/16 school year (57 current staff members are trained in all). Additionally, we sent two additional staff to become Touchpoints trainers to support the work within the school (four staffed Touchpoints trainers in total).
- School-based parents reported on the frequency with which they did 13 cognitively stimulating activities with their children during the past week (e.g., tell stories, work on arts and crafts, talk about what happened at school). On average, parents of children enrolled at Educare Denver reported high levels of engagement, between 6 to 7 times per week. This was an increase from 3 to 5 times the previous year. Families also reported doing the following activities 2 – 3 times per month: visited library (36%), visited playground or park (72%), attended concert or live show (10%) and visited a museum (16%).
- Staff supported parents in establishing goals to foster family growth and development. In 2015, 18 families (an increase over 2014) worked toward completing secondary and post-secondary goals, with only 1% not accomplishing their goals. Another 23 families set goals around employment and job training and fewer than 1% did not accomplish their goals. Of families setting goals in the areas of family engagement and parent involvement, 83% met their goal and for those with parenting/child development goals, 100% met their goal. The program referred 57 families to community organizations for English instruction, job/employment training and parent enrichment classes.
- CFEs participated in monthly training to develop expertise in: Transitions, Recruiting Families, Comprehensive Services and School Readiness Protocol and Conscious Discipline.

HEALTH, MENTAL HEALTH AND NUTRITION	Child, family and staff health, mental health and well-being are promoted and supported.
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Innovative Methods

- Through a partnership with Denver Health, a dietician provides onsite nutritional support to families, children and staff.
- A nutrition team (including a trained chef) prepare nutritious homemade baby food, meals and snacks from natural ingredients, primarily plant-based, to minimize the intake of processed foods. Organic milk is served.

- To support access to services and a medical home, Clayton Early Learning is a Certified Application Assistance site for Medicaid, participates in the Colorado Information Immunization System, and provides onsite medical consulting services as well as school-based care through Denver Health.
- Wellness activities offered to families and staff include resource fairs, wellness days, cooking classes, farmers' markets and physical fitness activities.
- The Family Liaison Specialist is a trained counselor providing onsite therapeutic mental health services to families and provides training to staff around the cultural issues that can impact service delivery.
- A family pyramid model mirroring the child pyramid was developed and provides guidance and direction in meeting family social/emotional needs.
- The CESD screener is conducted with all primary caregivers with referrals offered to parents at risk of depression.
- A body of evidence informed by the mental health model and policy is disseminated through national networks.
- Staff receive training on the Conscious Discipline© approach, a whole-school curriculum for adult and child self-reflection and growth, social-emotional learning, discipline and self-regulation.
- Families are connected to geographically proximate Denver Health School-Based clinics that deliver comprehensive health services and function as a medical home.

Progress Toward Short Term Objectives and Expected Outcomes

- Health outcomes remained strong for Clayton Early Learning families in 2015. Data indicate that 97% of Head Start children received medical exams and 93% received dental exams. The program continues to work and support families in reaching our benchmark of 100%.
- Parents and staff participated in cooking classes for healthy eating through Cooking Matters. Families were given the opportunity to engage in a family centered nutrition and physical fitness curriculum through the Denver Great Kids Head Start. Completed activities through the grant included the integrated nutrition education program (INEP), I Am Moving, I Am Learning demonstrations, and distribution and communication of Heart Smart printouts for the parents of each enrolled preschooler.
- Onsite hearing, vision and dental screens were provided to all children. We are connecting families to geographically proximate Denver Health School-Based Health Clinics – Manual High School, Florence Crittenton, and Evie Garrett Dennis. These clinics can be identified as the family's medical home and provide a child's full comprehensive health services including immunizations, well-child checks, lead screening, pharmacy, and OBGYN services.
- Our use of fresh produce, natural, plant-based ingredients and organic milk ensure children maintain a healthy weight. In Denver, where 31% of the students were overweight, 91% of Clayton children achieved a health weight.

- Onsite dental screenings were provided to children by Children’s Hospital Pediatric Dentistry. Onsite Hearing and Vision screenings were provided to children by the Marian Downs Center for Hearing Speech and Language and Denver Health.
- A Denver Health enrollment van supported families in enrolling, re-enrolling, renewing, and obtaining their enrollment status for CHP+ and Medicaid coverage. Families also have access to Denver Health School Based Health Clinics to facilitate families in enrolling, re-enrolling, renewing, and obtaining their enrollment status for CHP+ and Medicaid coverage.
- Throughout the year families engaged in campus and community wellness to expand their health and nutrition knowledge through interactive activities. Examples included participation in campus farmers’ markets, gardening and 5K walks.
- A draft of a mental health policy for children, families and staff has been created and is awaiting feedback and input from multiple stakeholders.
- Fall 2015 data indicated 86% of parents were not at risk for depression (a 1% increase from the spring) 5% screened at risk and 3% screened at high risk for depression. 100% of families scoring at risk or above received follow up by our Family Liaison Specialist (FLS), including resources and referrals.
- 13% of families that were contacted after the Center for Epidemiological Studies - Depression (CES-D) screener made appointments to see our Family Liaison Specialist.
- Family data indicate that 41.6% of families are worried about running out of food and 26% reported they do. In response, an emergency food pantry is being maintained through collaboration with Food Bank of the Rockies. In partnership with Denver Urban Gardens, the Fresh Produce Committee provided families with opportunities to learn how to grow their own food. Clayton Youth Farmer’s Markets fought hunger by selling farm fresh produce at reduced rates. Cooking Matters classes were also offered. Parents and the community supported these events through volunteering and planning.
- The Employee Wellness Program includes weekly exercise classes, on onsite workout facility, health challenges, cooking classes, free flu shots and training in Conscious Discipline. This research-based curriculum heightens staff awareness of their own emotional states such as composure, empathy and positive intent and provides strategies to address them.

SCHOOL READINESS	Children in Clayton Early Learning experience an equitable and inclusive learning environment intentionally created to optimize their development. This cultivates the positive sense of belonging that results in the inquisitiveness, curiosity, attentiveness, confidence, trust and courage needed for success in learning and life.
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Innovative Methods

- Clayton Early Learning partners with Denver Public Schools to explore promising practices to align philosophical approaches, enhance transitions into elementary school and engage families.

- Clayton Early Learning provides information and assistance regarding the DPS School of Choice Program and provides opportunities for private and charter schools to consult with parents of Kindergarten-bound children. Interdisciplinary staff participate on a Transition Team that addresses effective transitions for all children going to kindergarten.
- Clayton Early Learning utilizes a continuous improvement process that reviews and analyzes all program data on a regular schedule, using the information to inform program planning and improve practice. During Strategic Planning & Instructional Leadership meetings, Clayton Institute and program staff strategically plan for program improvement.
- The Clayton Institute and the Schools take a unified and strategic approach to translating “research to practice.” These joint efforts support creating developmentally appropriate environments; implementing practices to enhance outcomes for all children in STEAM- science, technology, engineering, the arts and mathematics; using data to inform planning and practice; and updating a model for coaching that enhances peer coaching and leadership development for classroom staff. The Institute partners with the Schools in training and coaching teachers and evaluating classrooms using the CLASS to improve their performance.
- The Clayton President sits on the Colorado Early Childhood Leadership Council.
- Classroom and home-based teams develop a body of evidence for each child that is used to assess the child’s development and shares results with parents to inform mutual goal setting. They prepare Home Links for families that provide suggestions for extending classroom learning into the home to further support children’s development and empower parents as their child’s first teacher.
- Staff and parents participate in intensive training on social/emotional development.
- Based on CFE identified challenges in their work, a Reflective Practice group provides a respectful, understanding, thoughtful and supportive atmosphere to exchange information, thoughts, and feelings that arise around family development.
- A Cultural Competency Workgroup with diverse representation from staff and parents engage in dialogue about the importance of cultural competency, where it could lead the organization and how to develop along the cultural proficiency continuum. Culture Night honors and highlights diverse family, school and broader social cultures.
- An interdisciplinary group of staff form the Natural/Beautiful Environment Community of Practice that focuses on ensuring creating a whole school environment within which children, families and staff have direct access to nature on a daily basis to enhance their physical and emotional development.
- Early intervention meetings ensure that classroom and home-based teams meet with specialists to review and evaluate children identified with a special need and/or challenging behaviors. The meetings also provide training and support for teachers on planning for and meeting IFSP/IEP goals.
- Early Intervention (EI) meetings with interdisciplinary staff and specialists ensure EI services are seamless, comprehensive and address identified needs.

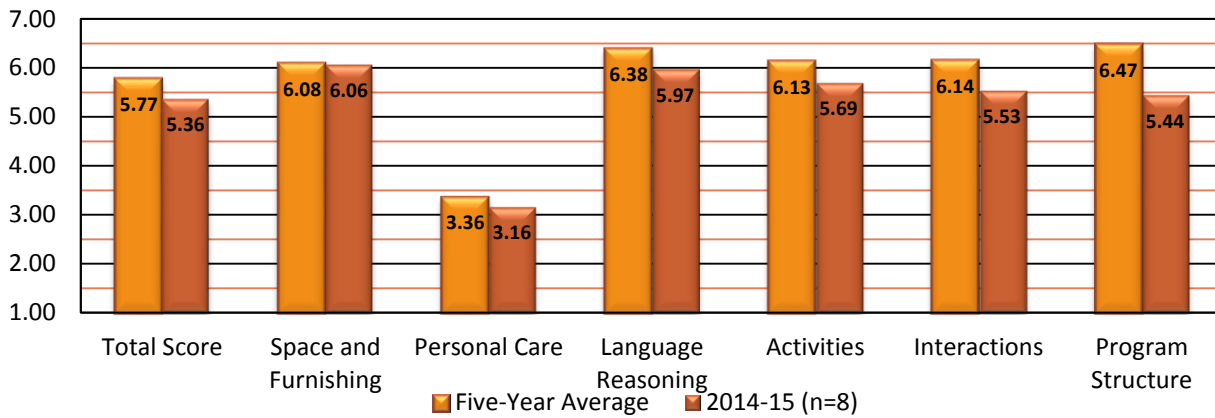
- Child Family Reviews offer staff and specialists the opportunity to review family and child goals, assess progress and identify needs and supports.

Progress Toward Short Term Objectives and Expected Outcomes

- All classrooms receive follow-up coaching after CLASS assessments are administered
- Intensive coaching is underway in several preschool classrooms as part of an Early Childhood Quality Teaching Initiative, funded by an Acceleration Grant, in an effort to promote the development of effective teaching practices that support problem solving, critical thinking, and language development in young children.
- 95% of children that were identified as needing a referral did in fact qualify for an IEP or IFSP.
- Teachers receive an IEP or IFSP “snapshot” document that outlines goals for the children in their classrooms to support individual lesson planning.
- IFSP tracking forms are collected monthly. These forms help our team understand and utilize the IFSP goals and strategies and ensure that IFSP goals are being individualized in lesson plans, home visits, and that adequate services are being provided.
- The Sewall therapists that serve each child’s IEPs write progress notes after each visit with the child and store the notes in a locked cabinet in the classroom. This is a helpful document for both the teachers and the parents to get more detailed information on what the therapist is working on and ways to carry on the learning.
- All classrooms are intentionally making modifications for children’s developmental needs
- 100% of children assessed in English Language Acquisition were shown to be meeting or exceeding widely held expectations as measured during the Fall 2015/16 TS GOLD© checkpoint.
- A lesson plan binder that houses multiple data points for children has been developed in some classrooms to pilot its effectiveness in supporting team planning.
- We held a School Readiness Fair at each of our schools with over 25 DPS schools represented. Over 60 families attended the events.
- Community organizations attended the School Readiness Fair to share learning and educational activities that families can do with children.
- Clayton Early Learning School in Far Northeast Denver is located in Z Place on the DPS Evie Garrett Dennis Charter School campus which collectively serves children from cradle until college. Z Place is a comprehensive, community-based early childhood and family support center and network that includes a full range of innovative learning and community services designed to enhance the lives of children, families and communities. Z Place houses several best-practice community partners, including Clayton Early Learning, Young Americans Bank, the Far Northeast DPS Enrollment Center, Lowry Family Center, The Urban League, Reading Partners, Denver Health and Mental Health Centers of Denver This partnership offers rich opportunities to engage and communicate with families as their children enter kindergarten.

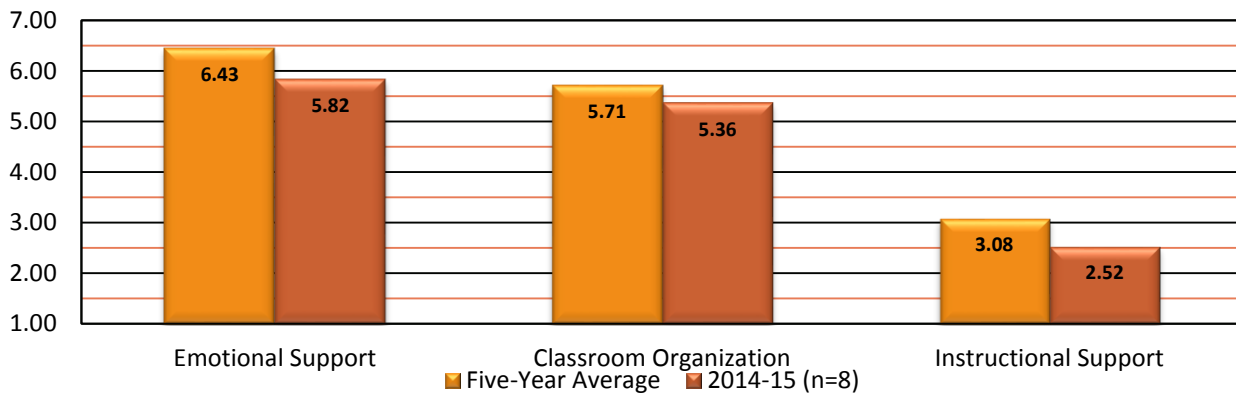
ASSESSMENT RESULTS - PRESCHOOL CLASSROOMS

Longitudinal ECERS-R Scores for Educare Denver Preschool and Older Toddler Classrooms



Average scores for the classrooms observed with the ECERS-R during the current and previous school years are presented above. As with the ITERS, scores of 5 and above are generally regarded as indicative of good quality. This year, the average total score was slightly above a 5.5. This represents a slight decrease from the average of the previous five school years. In a closer look at the elements that comprise the Personal Care subscale, it appears that classrooms scored well with regard to Greetings/Departures, Nap, and Meal/Snack procedures. Lower quality was observed for Toileting, Health, and Safety Practices which is partially explainable by increased encouragement of self-care among children. Overall, across subscales over time there is clear evidence that Clayton Early Learning has provided a consistently high-quality preschool environment.

Pre-K CLASS Scores for Educare Denver Preschool Classrooms



Eight preschool classrooms were also observed with the CLASS. The average CLASS score for Educare Denver preschool classrooms this year was nearly a full point higher than those reported in national studies and continues the strong trend seen in the previous five years. On average, scores for Classroom Organization were high. For Instructional Support, the average score for Educare Denver was approaching mid-range. In national studies, classrooms tend to score quite low on this domain, with scores in the 2.0-2.8 range. The average score for Educare in line with scores from the national studies. In sum, scores for Emotional Support and Classroom Organization continue to be strong. Additionally, Educare Denver continues to make continuous efforts to improve in the area of Instructional Support.

Peabody Picture Vocabulary Test, 4th Edition (PPVT-4)

During the fall of 2014, 93 children enrolled in the school-based option were assessed using the PPVT-4. In the fall their mean scores were within the average range ($M=95.61$, $SD=13.67$).

Preschool Language Scales, Fifth Edition (PLS-5)

Developing Spanish-English bilingual children in school-based preschool classrooms were administered the Auditory Comprehension Subscale of the Spanish version of the Preschool Language Scales (PLS-5). On average, children’s receptive language skills, as measured by the Auditory Comprehension subscale, were above the national average of 100 (fall: $M = 111.5$; $SD = 11.61$; spring: $M = 110.0$; $SD = 13.80$).

English-speaking children were assessed using the English-only version of the Auditory Comprehension subscale of the PLS-5. Eighty-five children were administered the test in the fall ($M = 97.3$; $SD=14.1$), scoring slightly below average; 91 were tested in the spring ($M=97.32$; $SD=14.9$).

Teaching Strategies GOLD©

Preschool TSG Growth Summary – Preschool 3 Year Olds

	Number of Children	Percentage of Children Meeting or Above Growth Range
Social-Emotional	43	70%
Physical	47	77%
Language	38	76%
Cognitive	46	80%
Literacy	45	76%
Mathematics	45	80%

ASSESSMENT RESULTS – KINDERGARTEN BOUND

Peabody Picture Vocabulary Test, 4th Edition (PPVT-4)

Educare Denver School Based. On average, kindergarten-bound children's scores on the PPVT-4 were in the average range ($M=99.56$, $SD=12.64$). As with the sample as a whole, children's PPVT-4 scores varied based on primary language; however, too few kindergarten-bound children whose primary language was Spanish were assessed to allow for meaningful comparisons.

Clayton FNE School Based. On average, kindergarten-bound children's scores on the PPVT-4 were in the low average range ($M=86.5$, $SD=19.78$) with a large amount of variance. As with the sample as a whole, children's PPVT-4 scores varied based on primary language; children whose primary language was English scored over a standard deviation (17 points) higher than children whose primary language was Spanish or another language.

Preschool Language Scales (PLS-5)

All children eligible for kindergarten were assessed with the PLS-5. Spanish-English bilingual children in school-based preschool classrooms were administered the Auditory Comprehension Subscale of the Spanish version of the PLS-5.

Educare Denver School Based. Thirty-one children were assessed with the English version and three children were assessed with the Spanish PLS-5, which allows for additional testing of the items in English for any incorrect items in Spanish. Data for Spanish-speaking kindergarten children are not presented as too few children were assessed to allow for meaningful comparison. On average, children's receptive language skills, as measured by the Auditory Comprehension subscale, were close to the national average of 100 (English: $M=98.6$; $SD=11.0$).

Clayton FNE School Based. Eighteen children were assessed with the English version and an additional 18 children were assessed with the Spanish PLS-5, which allows for additional testing of the items in English for any incorrect items in Spanish. On average, children's receptive language skills, as measured by the Auditory Comprehension subscale, were near the national average of 100 (English: $M=91.33$; $SD=18.54$; Spanish: $M=97.67$; $SD=12.19$).

Bracken School Readiness Assessment (BSRA)

The BSRA is an assessment of children's academic preparedness. It includes questions covering what the authors refer to as "foundational concepts" of Colors, Letters, Numbers/Counting, Sizes, Comparisons and Shapes. It is a standardized assessment, adjusted for child age, with a mean of 100 and a standard deviation of 15.

Educare Denver School Based. On average, kindergarten-bound children scored close to the national mean in their school readiness skills as assessed by the BSRA, with a mean of 95 and

standard deviation of 15.02. The difference between the two language groups (English and Spanish) was not significant, though very few Spanish speaking children were assessed and thus caution should be used in interpretation of results.

Clayton FNE School Based. On average, children eligible for Kindergarten in fall 2015 at FNE scored in the average range (M=90.8, SD=19.27). Since this assessment was administered in English to all children regardless of their identified primary language, we examined whether the assessment scores differed by children’s primary language. The difference between the two language groups was significant with English-speaking children scoring, on average, nearly 20 points higher than children who speak Spanish or another language other than English.

FISCAL INTEGRITY	Clayton Early Learning will demonstrate financial stewardship by adhering to sound accounting principles that ensure for a strong financial position and perpetuity in resources to meet our mission.
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Innovative Methods

- Services are offered in high quality school facilities designed in specifically to meet the needs of children birth to five and their families.
- Facility use is available at no or low cost.
- A maintenance staff provides quality and responsive grounds keeping services, snow removal and building maintenance as a component of the non-federal match.
- The relationship between the Institute and school staff is ongoing and leverages the proximity of the Institute’s professional expertise to strengthen practice and results of school evaluation informs the work of the Institute in the community.
- Clayton Early Learning administration provides comprehensive services to staff, management and governing boards of Clayton Early Learning through accounting, payroll and fiscal reporting services; a full range of human resources services; and school oversight by the President/CEO and Vice President of Schools. Administrative and managerial services are provided at no charge to the program and comprise a portion of the non-federal match.
- By harnessing the financial strength of Clayton Early Learning, overhead is reduced and federal and other funding streams flow directly into the Head Start programs.
- Organization expertise and knowledge is used to further educate stakeholders on the benefits of high-quality early childhood programs.
- Parents are engaged in conversations about policies that impact their community and are provided opportunities to become actively engaged in advocacy.

Progress Toward Short Term Objectives and Expected Outcomes
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- Policy Council reviewed and the Financial, Investment and Real Estate Committee and Board of Trustees reviewed and approved the Clayton Early Learning FY 14-15 audited financials for the year ending June 30, 2015. The report expressed an unqualified opinion on the financial

statements, reported no deficiencies or instances of noncompliance and identifies Clayton Early Learning as a low-risk auditee.

- The program committee of the Board of Trustees provided oversight and expert knowledge to guide the direction of the Early Head Start and Head Start programs. Minutes for each meeting are recorded and delivered to the Board of Trustees on a quarterly basis.
- Clayton applied for and received funding from Denver Public Schools for 266 early education slots, inclusive of 32 early childhood special education slots.
- Fiscal systems were reviewed during the annual audit and self-assessment process with no corrective actions required.

EFFECTIVE WORKFORCE	Clayton Early Learning staff will demonstrate the skills, knowledge and dispositions to deliver high quality culturally competent, integrated and comprehensive services.
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Innovative Methods

- A collaboration between the University of Colorado-Denver, the Buell Foundation, and Clayton Early Learning provides a unique opportunity for ECE professionals to participate in an in-depth Early Childhood Leadership program, providing graduate level credit and tuition at no charge.
- Through a grant from the Daniels Fund, the Schools and Institute at Clayton Early Learning are collaborating with the University of Colorado-Denver to improve early childhood teacher preparation by implementing a Clinical Teaching program for university early childhood teaching candidates.
- The Clayton Institute collaborates with the Schools to disseminate research and data to improve practice and inform public policy; staff receive training on the Reflective Inquiry Model to use data to inform decision making at all levels.
- Clayton Early Learning is piloting a model framework for building effective pathways toward school readiness by integrating data dialogue, reflective inquiry and rigorous evaluation through use of a data utilization coach.
- A sustainable coaching model is used to grow our own teachers, CFEs and coaches in a community of practice.
- A framework that includes monitoring, training, professional learning communities and ongoing coaching to improve quality at community sites state-wide.
- Embedded professional development is a cultural imperative of our schools and includes two weeks of pre-service training and monthly training days.
- New staff receive monthly orientation workshops on the schools' philosophy and systems.
- Clayton Early Learning collaborates with HIPPI USA and the Colorado Parent and Child Foundation for training and technical assistance for home-based staff.
- CFEs enhance their professional tool box by attending monthly Lunch and Learn trainings and reflective practice groups.

- Support for teachers to meet their professional goals includes onsite advising, tuition and book reimbursement, laptops, and substitutes to attend classes.
- Staff participate in reflective supervision as a means to step back and think about their work with children, families and staff, identify personal barriers impacting their effectiveness and implement plans to improve their performance.
- Clayton I/T systems provide easy access to data, reports and workspaces that facilitate communication and information sharing across teams, on and off site.
- Technology training is integrated into new employee orientation.
- Technology tools including electronic devices such as iPads and laptops along with web-supported databases such as DECA, COPA and GOLD© and hardware such as connected mobile devices improve productivity, data analysis and documentation.
- Clayton Early Learning values distributed leadership and develops and empowers leadership at all levels through reflective practice groups, content team meetings and staff in-service opportunities.

Progress Toward Short Term Objectives and Expected Outcomes

- Tailored individualized professional development plans were co-developed for all staff with their managers.
- Staff received training on the Clayton House Framework for Effective Practice adapted from the National Center on Early Childhood Development, Teaching, and Learning (NCECDTL). The House represents four integral elements of quality teaching and learning: engaging every day interactions with children (the foundation); choosing and implementing a strong curriculum (first pillar); using regular assessment of children's skills (second pillar), and individualized teaching (the roof). When connected with one another, these elements form the structure that nurtures children's learning and development.
- Clayton implemented the training and technical assistance plan included in the current fiscal year's grant applications to the Office of Head Start.
- Clayton will continue partnering with DGKHS in an effort to increase math assessment scores.
- Intensive coaching is underway in several preschool classrooms, as part of the Early Childhood Quality Teaching Initiative in partnership with Southwest Human Development and the Educare Learning Network. The Early Childhood Quality Teaching Initiative (ECQTI) is an innovative coaching model that supports educators to facilitate critical thinking in young children. Clayton Early Learning Head Start teachers participating in the ECQTI attend "Creating Critical Thinkers" training modules and Professional Learning Groups that focus on the teaching behaviors that have shown to increase scores in the Instruction Support domain of the PreK CLASS assessment. Each teacher is provided with a coach who facilitates reflective and educational experiences with an active, hands-on learning approach. The coaching experience is individualized for each teacher, taking into consideration personal learning styles, stages of the teacher's development and approach to change as well as the unique needs of their classroom.

- Interdisciplinary communities of practice provided staff with opportunities to reflect on their work with peers and specialists who bring both diverse and broad perspectives. These reflective practice groups are structured with both content and conversation and included reflective leadership; cultural competency; natural environments; health and wellness; early intervention; data analysis in the Strategic Planning for Instructional Leadership team; and a Strategic Integration Team focused on implementing Clayton Early Learning's three-year strategic plan.
- Structured monthly professional development days provided staff protected time to participate in all-staff meetings, reflective practice groups and Conscious Discipline and Curriculum trainings.
- In alignment with 21st Century learning and technology skills, classrooms and home visitors continued to receive iPads and laptops to extend digital learning and technologies.
- School supervisors completed a year-long educational leadership program based on the California Professional Standards for Educational Leaders and WestEd's *Moving Leadership Standards into Everyday Work: Descriptions of Practice*. The supervisory staff are currently engaged in a year-long professional learning community based on the book, *School Culture Rewired (Gruenert & Whitaker)*. This book provides tools, strategies and guidance for assessing and transforming school culture to enrich students' lives.
- A unique partnership with University of Colorado-Denver, funded by the Daniels Fund, continues to place teacher candidates with clinical teachers in preschool settings.
- The Policy Council and Governing Body received training on the Head Start Act and their responsibilities under the Act including Head Start selection criteria, funding applications and self-assessment as well as school readiness and relevant public policy issues.
- Clayton Early Learning was selected, as one of six non-profits, to the Innovators Society through the Community First Foundation. The innovation proposed by Clayton is entitled, *Embedding Mindfulness to Build Resiliency*, and will guide teachers in changing their perceptions by re-appraising deficit views of work; coach teachers in mindfulness practice; train teachers in self-regulatory techniques; facilitate supportive peer relationships and provide opportunities for teachers and parents to learn strategies to build executive functioning together.

3. Progress toward Program Impacts

As detailed in Table 1, Clayton Early Learning is making progress (defined by robust evaluation and self and community assessment practices) toward broad program impacts. At the end of the five-year grant period, we will have made the following difference for

...Families:

- Families develop a network supportive of their social, emotional, and parenting needs.
- Families faced with a multitude of challenges/risk factors are more resilient.
- Families have enhanced awareness of their children’s optimal growth and development and how to support it.
- Families experience success at working toward and achieving family goals.
- Families move toward self-sufficiency.
- Parents become advocates for and facilitators of their children’s learning.

...Children:

- Pro-social skills enable children to relate effectively to diverse populations in their community and build brain capacity for executive functioning.
- Positive approaches to learning are cultivated in all children.
- Through scaffolded instruction, children achieve increasing developmental levels.
- A foundation is laid for long-term success in school and life.

...And the Community:

- Access to and delivery of culturally relevant health and mental health services is improved and disparities reduced.
- Sustainable programming for children and families, with program options that meet community needs.
- Enhanced community involvement and enhanced service provision through collaboration and coordination.

4. School Readiness Goals

No significant changes to the School Readiness goals have occurred since last year's application. To enhance implementation of the School Readiness Plan and to ensure alignment of the plan within the birth to third grade developmental continuum, Clayton hired a Director of Curriculum and Instruction. Please refer to Sub-Section C for a discussion of School Readiness activities and progress.

Sub-Section B: Service Delivery (Requirements for Continuation Application Narrative)

1. Needs of Children and Families

The most recent comprehensive community assessment was completed in December 2015 by the Denver Office of Children's Affairs for Denver Great Kids Head Start (DGKHS).

Updates include:

- The number of children under age 18 living in Denver increased 23% since 2005. The Colorado State Demography Office estimates that approximately 150,201 children under age 18, 47,993 age four and younger and 102,208 school-aged children are living in Denver in 2015. (Community Assessment (CA), p. 20)
- According to latest U.S. Census Bureau estimates, approximately 8,700, or 19%, of Denver children under age five were living in poverty in 2014. The number of young children living in poverty declined dramatically in Denver from 29% in 2013. The poverty rate for Denver children is higher than the state average of 16%. (CA, page 12)

- Due to the dramatic drop in the number of children ages four and younger in poverty in Denver, the five EHS and HS grantees collectively served 26% of the eligible population in 2014. Although the gap is closing, the need for service is far greater than Head Start resources alone can meet. Other programs that help serve these and other eligible children include the Colorado Child Care Assistance Program, the Colorado Preschool Program, the Denver Preschool Program, and Denver Public Schools early childhood programs. (CA, p. 8)
- Denver is made up of a majority of children who reported race/ethnicity other than non-Hispanic white. In other words, children of color, mixed race/ethnicity, and others made up 67% (92,600) of the total child population in Denver in 2014. (CA, p. 27)
- The percentage of women receiving early prenatal care in Denver has improved to 81% and, as of 2014, is higher than the state percentage of 80%. However, disparities exist between women of different race and ethnicity. (CA, p. 28)
- The Colorado Department of Public Health and Environment reported 9,330 births to Denver women in 2014. The number of births has declined 3% since 2010. (CA, p. 40)
- In the 2014-2105 school year, approximately 34,400 (38%) Denver Public School students, including early childhood children, were English Language Learners. (CA, p. 60)
- Research shows that economically disadvantaged children have the highest mobility rates of any group. Children of color are more mobile than non-Hispanic white children. Children who did not expect to attend college were 70% more likely to change high schools than

their peers who did expect to attend college. In Denver Public Schools, the mobility incidence rate was 19% during the 2013-2014 school year. (CA, p. 62)

- In 2014, the median family (with child) income in Denver was \$60,937 which is \$10,400 more than in 2013. Denver's median family income is approaching the national figure but still below the state median income of \$71,982. (CA, p. 78)
- In Denver the unemployment rate has dropped significantly since the height of the Great Recession. The unemployment rate was 3.7% in August 2015. (CA, p. 78)
- The number of homeless students in Denver has more than doubled since the 2006-2007 school year, with 2,251 students not living in stable housing during 2013-2014. (CA, p. 86)

2. Service Area

There have been no changes to the service area or child care partners.

3. Justification of Proposed Funded Enrollment and Program Options

Clayton Early Learning offers a choice of program options to meet the needs of the community as identified in the Comprehensive Community Assessment. All parents have a choice of the program option that best meets their family's needs. The numbers of slots assigned to program options are reviewed annually to ensure the mix continues to meet the needs of eligible families in the broader community context.

Clayton Early Learning is funded to serve 236 Head Start children in its two schools and in the community. In the 2016-17 program year, children and families will be served in five program options (refer to Table 2.) Families requiring additional wrap-around services have the

opportunity to receive extended day programming through braided funding streams. The schools are funded through federal, state, local and private revenues, including Temporary Assistance for Needy Families, the Colorado Child Care Assistance Program, Colorado Preschool Program, Denver Public Schools, Denver Preschool Program and private tuition.

Table 2: Clayton Early Learning Head Start Program Options, 2016-17

Location	# Slots	Option	Schedule	OHS Funding
Educare Denver 3751 Martin Luther King Blvd.	48 HS	Full-Day Center-Based Children integrated across 4 classrooms	4 -5 days per week 7:30 – 6:00 12 months	3.5 hour Head Start day braided with wrap-around funding for a 6.5-10.5 hour day 4 days/week 2 parent/teacher conferences/year July - June
Educare Denver	64 HS	Part-day Center-Based Children integrated across 4 classrooms	4 days per week 8:00 – 11:30 or 12:30 – 4:00 9 months	3.5 hour Head Start day 4 days/week 2 parent/teacher conferences/year September - May
Educare Denver	72 HS	Home-Based	1 HV per week 2 socializations/ mo 9 months	1 Home visit/week (90 minute) 1 Socializations & 1 Field Trip/month 32 Home Visits 16 Socializations September - May
Clayton Early Learning School in Far Northeast Denver 4800 Telluride St.	37 HS	Center-Based Children integrated across 5 classrooms	4 – 5 days/week FD 7:30 – 6:00 12 months PD 8:00 – 11:30 or 12:30 – 4:00 9 months	3.5 hour Head Start day FD braided with wrap-around funding for a 6.5-10.5 hour day 4 days/week 2 parent-teacher conferences/year July – June FD September – May PD
Early Success Academy 4870 Chambers Rd.	15 HS	Part-Day Center-Based Children 1 classroom	4 days/week 8:00 – 11:30 9 months	3.5 hour Head Start day 4 days/week 2 parent-teacher conferences/year September - May

4. Centers and Facilities

The locations of program options are shown on Table 2; the locations of program options are the same as described in the prior year application.

5. Recruitment and Selection

Clayton Early Learning updated its EHS and HS selection criteria as of 12/10/15 to align with DGKHS Universal Selection Criteria as well as the needs of our community based upon the most recent community assessment data. The criteria is attached.

6. Transportation

There have been no updates or changes in this category since the last application.

7. Educational Services

Clayton Early Learning enhanced coordination of services for children with disabilities through adoption of a Multi-Tiered System of Supports (MTSS) data-driven, prevention based framework for improving learning outcomes through a layered continuum of evidence-based practices and systems. Using MTSS in our referral process allows staff to engage in multiple cycles of inquiry to; set interventions, collect data and review progress. Through this process staff have a better understanding of what the concern(s) are and how the child respond to different styles of interventions. The data collected is the most important and vital part of moving to the next step of the referral process.

8. Health

Clayton Early Learning will purchase Otoacoustic Emission "OAE" Suresight Testing to support best practices of sensory screenings for children birth to five. Due to a decrease in funding to the Marian Downs Center for Hearing Speech and Language; children zero to five can no longer receive screenings and rechecks at no cost. Additionally the American Academy of Pediatrics "AAP" guidelines suggests children only have a hearing screening at birth and hearing and vision at ages three and four. The challenges of providing screenings within forty-five days of enrollment in conjunction with misalignment with AAP guidelines, the OAE and Suresight equipment will support program efforts to ensure all children will receive comprehensive and continual sensory screeners.

9. Family Services and Social Services

There have been no updates or changes in this category since the last application.

10. Early Head Start Specific

This section is not applicable to this application.

11. Transition

There have been no updates or changes in this category since the last application.

12. Coordination

Our quarterly Early Intervention collaboration meetings have been enhanced by the addition of Denver Public Schools special education staff beginning in 2016.

Sub-section C: Approach to School Readiness

1. Updates to Approach in School Readiness

In the fall of 2015, we adopted the Bracken School Readiness Assessment, 3rd Edition (BSRA-3) which is designed to be used as a direct individual child assessment with children 3 years, 0 months through 6 years, 11 months. The BSRA-3 assesses academic readiness (administered in the child’s primary language of English or Spanish) by evaluating a child’s understanding of 85 important foundational concepts related to colors, letters, numbers and counting, sizes and comparisons and shapes.

Administration of the BSRA-3 serve as an indicator of growth in school readiness over time. This norm-referenced assessment allows for the child’s raw score (total correct out of total possible) to be adjusted for expectations of age (standard score) and compared to same-aged children in the general population. Results can be used to support individualization in programming for children.

2. Progress of Children and Program in Achieving School Readiness Domains

Table 3: Progress and Program Improvements in Achieving School Readiness Domains

<p>1. Social and Emotional Development (Clayton Early Learning Objective: Foster social/emotional health as a foundation for all other learning.)</p>
<p>Progress: Status 2014-2015: 79% of three year old children and 66% of four year old children made growth gains on TS GOLD[®] Social-Emotional domain which were at or above national expectations.</p> <p>Program Improvements:</p> <ul style="list-style-type: none"> • A Challenging Behavior Workgroup was created. The team of interdisciplinary members, including leaders, teachers and coaches meet twice a month to discuss and plan strategies to support challenging behaviors. • Staff received 12 hours of training on Conscious Discipline during pre-service. • Staff also received training during pre-service that focused on bringing awareness to their own mental health and the impact that has on their work with children and families.

Clayton Early Learning is participating in the Innovators Society through Community First Foundation to address teacher resiliency and build their capacity to develop the secure relationships children need for success in school.

- Cultural Competency planned several trainings this year that helped to bring awareness to one's own approaches to working with children and families and the importance awareness plays. Of note was a session on assessing and building on multiple intelligences.
- Educare Denver continued to expand its Touchpoints program by training and mentoring 8 additional staff in the 2014/15 school year and 15 staff in the 2015/16 school year (57 current staff members are trained in all). Additionally, we sent two additional staff members to become Touchpoints trainers to support the work within the school (four staffed Touchpoints trainers in total).
- An interdisciplinary team, the beautiful environments workgroup, meets monthly to strategize on continuously improving the climate and environment of our organization.
- Teachers engage in weekly coaching and work to support social-emotional foundations in the classroom.
- A quarterly early intervention meeting is in place, bringing together representatives from mental health agencies, DGKHS, Denver Public Schools, Clayton staff, and community members in an effort to streamline services and support children and families.

2. Approaches to Learning (Clayton Early Learning Objective: Plan and implement curriculum to support developmentally appropriate proficiency in: Language, literacy, communication; problem solving, social/emotional competence, physical (small/large motor), STEAM and English language acquisition.)

Progress:

- **Status 2014-2015:** Over 84% of three year olds and 52% of four year olds made growth gains on TSGOLD© Mathematics domain which were at or above national expectations.
- For children who were assessed during the Fall, Winter and Spring 2014/15 checkpoints, the following data show percentages of children meeting or exceeding widely held expectations for each developmental domain in Spring 2014/15 as measured by TS GOLD©:
 - Language: 93%
 - Literacy: 92%
 - Cognitive: 94%
 - Social/Emotional: 95%
 - Physical: 96%
 - Mathematics: 91%
 - ELA: 100%

- At Fall 2015/16 checkpoint, the following data show the percentages of all children assessed who are meeting or exceeding widely held expectations for each developmental domain as measured by TS GOLD©:
 - Language: 77%
 - Literacy: 72%
 - Cognitive: 81%
 - Social/Emotional: 76%
 - Physical: 87%
 - Mathematics: 60%
 - ELA: 100%

Program Improvements:

- Curriculum and planning for children’s development was a top focus during pre-service this year. Teachers and Home Visitors engaged in over five hours training on curriculum and planning.
- An interdisciplinary group of teachers, leadership team members, coaches, and the data utilization coach meet monthly during the Curriculum Workgroup to discuss the curricular approach and determine strategies for supporting its implementation.
- In 2015, the program, in collaboration with Comcast through Comcast Cares Day, piloted a sensory work area for children. This area is based on three research-based theories, the theory of Loose Parts, the Environmental Yard and Proprioceptive Input (heavy work). Loose parts encourage creativity and open-ended learning, they develop skill and competence, can be adapted and manipulated in many ways and can be used in combination with other materials to support imagination. The environmental yard supports the development of gross motor skills, allows children to play freely and loudly, and helps them learn about their environment. Proprioceptive input supports children with sensory processing difficulties to increase attention, decrease defensiveness, and modulate arousal.

3. Physical Development and Health (Clayton Early Learning Objectives: Foster overall health of children and families through improved health, nutrition and physical activity practices; Formulate and adopt a mental health policy for children, families and staff; Identify parents at risk for depression.)

Progress:

- **Status 2014-2015:** 87% of three year old children and 74% of four year old children made growth gains on TSGOLD© Physical domain which were at or above national expectations.
- Teachers at the far northeast school submitted a proposal through the teacher innovation fund to improve the outdoor play areas. Enhancements included a sound wall, mud kitchen, sandbox, problem-solving board, dramatic play and cozy areas and

landscaping for sensory exploration and shade. Installation of improvements took place on the Xcel Energy day of service on September 12 and was a joint project of staff and Xcel volunteers.

- Onsite hearing, vision and dental screens were provided to all children.
- Fall 2015 data indicated 86% of parents were not at risk for depression (a 1% increase from the spring) 5% screened at risk and 3% screened at high risk for depression. 100% of families scoring at risk or above received follow up by our Family Liaison Specialist (FLS), including resources and referrals.
- Thirteen percent of families that were contacted after the CESD screener made appointments to see our FLS.

Program Improvements:

- Parents and staff participated in cooking classes for healthy eating through Cooking Matters. Families were given the opportunity to engage in a family centered nutrition and physical fitness curriculum through Denver’s Great Kids Head Start. Completed activities through the grant included the integrated nutrition education program (INEP), I Am Moving, I Am Learning demonstrations, and distribution and communication of Heart Smart printouts for the parents of each enrolled preschooler.
- We are connecting families to two geographically proximate Denver Health School-Based Health Clinics – Manual High School, Florence Crittenton, and Evie Garrett Dennis. These clinics can be identified as the family’s medical home and provide a child’s full comprehensive health services including immunizations, well-child checks, lead screening, pharmacy, and OBGYN services.
- A Denver Health enrollment van was scheduled throughout the year to facilitate families in enrolling, re-enrolling, renewing, and obtaining their enrollment status for CHP+ and Medicaid coverage. Families also have access to Denver Health School Based Health Clinics to facilitate families in enrolling, re-enrolling, renewing, and obtaining their enrollment status for CHP+ and Medicaid coverage.
- Throughout the year families engaged in campus and community wellness to expand their health and nutrition knowledge through interactive activities. Examples included participation in campus farmers’ markets, gardening and 5K walks.
- A draft mental health policy for children, families and staff has been created and is awaiting feedback and input from multiple stakeholders.

4. Language and Literacy (Clayton Objectives: Staff partner with parents to expand their skills in supporting their child’s school readiness in language and literacy development; Staff utilize the research base and program language policy to effectively support families in implementing language and literacy strategies.)

Progress:

- **Status 2014-2015:** 84% of three year old children and nearly 87% of four year old children made growth gains on TSGOLD© Language domain; and 79% of three year old children and nearly 67% of four year old children made growth gains on TSGOLD© Literacy domain which were at or above national expectations.

Program Improvements:

- Dialogic Reading trainings are offered to families at least quarterly.
- Clayton program attendance corresponds with richer home language experiences for babies and toddlers. In an external study of our Ready to Read program, parents who participated in our intervention *read to their children significantly more often, with more conversational turns and used evidence-based reading strategies more frequently.* Through partnerships with parents, we are closing the opportunity gap in as little as 6 months.
- Staff at the Educare School are involved in a long-term research project measuring the success of different techniques for impacting Language and Literacy development. The intervention group of the study is in its fourth year of implementing Cradling Literacy. All staff receive training on Dialogic Reading.

5. Cognitive and General Knowledge

Progress:

- **Status 2014-2015:** 82% of three year old children and 65% of four year old children made growth gains on TSGOLD© Cognitive domain which were at or above national expectations. On average, kindergarten-bound Educare children scored close to the national mean in their school readiness skills as measured by the Bracken School Readiness Assessment with a mean standard score of 95 a standard deviation of 13.2.

Program Improvements:

- A standard operating procedure was developed and disseminated that provides guidance on the implementation and practice relative to the TSGOLD© assessment.

3. Planned Program Improvements

Program improvements implemented in response to the analysis of child assessment and other data are set out in Table 3, above. To address teachers’ concerns about their efficacy in responding to challenging behaviors, a Challenging Behavior Workgroup was created. The team of interdisciplinary members, including leaders, teachers and coaches meet twice a

month to discuss and plan strategies to support challenging behaviors. Curriculum mapping to Teaching Strategies GOLD® has been an ongoing effort for all program options. This effort includes a weekly calendar to ensure that teachers and CFEs are incorporating observations and documentation regularly into their planning of learning activities.

Subsection D: Parent, Family and Community Engagement (Continuation Application)

1. Program Long Term Goals, Short Term Objectives and Expected Outcomes

No changes to program Long Term Goals, Short Term Objectives and Expected Outcomes related to family outcomes have been made since last year's application.

2. Data Sources to Support Implementation and Evaluation of PFCE Goals

No changes to date sources to support implementation and evaluation of PFCE goals have been made since last year's application.

3. Program Data Related to Family Progress that Supports Children's School Readiness

Clayton Early Learning revised the program's child family review form to include school readiness goals in each area. This change will connect goals and outcomes on the child family review to the overall school readiness goals for families and staff.

The program engages families in data dialogue with one another at parent meetings that cover topics on school/family communication, attendance and school readiness/family engagement.

In preparation of fall and spring parent/teacher conferences, the research and evaluation team meets with each classroom teaching team to discuss child assessment data.

The purpose of these meetings is to explore within child trends, develop initial strategies to be used to support each child's learning and development within the context of the classroom, and to discuss how these results can be shared with families with the assistance of the parent feedback letters prepared by the research and evaluation department.

Following each checkpoint in our ongoing assessment, TSGOLD©, our teachers meet with families either at the school for a Parent Teacher Conference or at the home of the family for a Home Visit. Teachers prepare for these meetings by reviewing the results of the assessment and use the information to prepare the Family Conference Form which is the primary focus of the meeting. The dialogue includes a snapshot of the areas in which the child is excelling as well as areas for future growth and support. Goals and strategies to be used at school and/or home are planned in collaboration with the family. Subsequently, the teacher and family review previous goals to inform the next goal setting process.

4. Communicating Progress Toward the PFCE Goals with Families

- Each Parent Committee meeting begins with announcements about upcoming events and updates from last month's meeting.
- Clayton Early Learning program specialists attend meetings to promote upcoming events and put these events in the context of the overall program design and services.
- At the beginning of the year, parents learn about program governance and the different roles of the Parent Committee and the Policy Council.

- Representatives from Denver Public Schools are invited to talk about kindergarten enrollment processes and deadlines and school readiness. Clayton Early Learning holds a school readiness fair in October.
- School Readiness Goals are shared and discussed at Parent Meetings on a regular basis.
- Program staff share information about the various kinds of data the program collects, how the data is used in programming and continuous improvement, and progress being made. For example, at the January meeting, results from the last NAYEC parent survey (2014) was presented and discussed. Parents offered many suggestions about how staff can build strong, positive and sustainable relationships with parents.
- Through a partnership with Together Colorado, interested parents have become parent mentors and community leaders who advocate at the state level for early childhood education laws that benefit their children and all children.

Sub-Section E: Governance, Organizational and Management Structures and Ongoing

Oversight (Continuation Application)

a. Board and Policy Council

The roles or responsibilities of the Board and Policy Council described in last year's application have not been changed.

b. Organizational Chart

A current organizational chart is attached. As previously noted, Clayton Early Learning has hired an Education Team Lead to guide the pedagogical approach to early childhood

development through curriculum, assessment, data utilization and parent engagement to result in demonstrated outcomes for children.

c. Staff Qualifications or Competencies

Table 4 presents an update of staff qualification or competencies for specified groups.

Table 4: Updates of Staff Qualifications or Competencies

Staff	Updates of Staff Qualifications or Competencies
HS/EHS Directors	An interdisciplinary team of Clayton staff, including the Director and Vice President, attended the NCQTL Practice-Based Coaching Leadership Academy
Education and Child Development	Hired an Ed Team Lead with a master’s degree in Early Childhood Education and a doctorate in Educational Leadership. Current teacher qualifications are attached.
Health Services	No changes from last year’s application.
Nutrition Services	No changes from last year’s application.
Mental Health Services	The Early Intervention Specialist, a Mentor Coach and a teacher completed the Conscious Discipline Summer Institute. The Early Intervention Specialist completed Touchpoints Community Level Training.
Family & Community Partnership	One prenatal to three CFE received her Birth Doula certification in August 2015. Two mentor coaches (home-based and community) received CLASS observer certification for infants and toddlers. One mentor coach received CLASS observer certification for preschool.
Parent Involvement Services	No changes from last year’s application.
Disability Services	The Comprehensive Services Specialist received a CLASS certificate 2016
Fiscal Staff	No changes from last year’s application.

d. Management Systems

Clayton Early Learning has developed comprehensive written plans, policies, and procedures related to program design, organizational structure, service delivery and the

tracking of data and documents. These efforts include written program goals and objectives, work plans, the employee handbook, the parent handbook, the supervisors' handbook, the Clayton Standard Operating and Fiscal Policies and Procedures Manual, and forms to improve the documentation and tracking of services. These systems and documents guide the program in planning and assure the Head Start Performance Standards are met. There have been no major changes to the management systems for planning, communications, record-keeping and reporting, ongoing monitoring and self-assessment described in last year's application.

The most recent **self-assessment**, using the OHS Comprehensive Services and School Readiness Monitoring Protocol was completed in December 2015. The assessment produced the following strengths and recommendations.

Key Performance Area #1: Identifying Child and Family Strengths and Needs

1.1. The program builds ongoing, respectful and goal oriented partnerships with families, starting with the enrollment process and continuing throughout their time with the program.

Strengths:

- Systems in place meet requirements: Family Partnership Agreements, Family Strengths Assessment.
- Families are partnering with staff members to set and meet family goals.
- Family goals are meaningful and obtainable.
- Family Partnership Agreements are completed with families shortly after enrollment/re-enrollment and reviewed with CFE's on an on-going basis.

- Evidence of this on-going work can be found in child comprehensive files and in case notes found in the Child Outcomes Planning Assessment (COPA) database.

Areas of Non-Compliance: None

Recommendations for Improvement: None

1.2. The program works with parents to identify child health and developmental needs.

Strengths:

- Children are provided preventive wellness resources (medical/mental health/dental support and toothbrushes at school).
- Screening due dates are tracked. Parents are informed before screenings occur and before physicals are due.
- Children's needs and developmental concerns are discussed during early intervention (EI) meetings.
- The program provides training on IEP/IFSP processes for all staff.
- One parent stated, "due to screenings she would not have received at most other programs, her child's needs were identified and her family was connected with services to help her child succeed."

Areas of Non-Compliance: None

Recommendations for Improvement:

- The system in place relies heavily on other agencies to educate families about their rights and the IEP/IFSP process. Encourage more responsibility in this role for school staff.

- To support parents and children through the process, when a referral is necessary the teacher, EI Specialist, parents and CFE should consistently schedule an interdisciplinary meeting in order to share concerns and explore options for parents given their rights.

1.3. The program collects and tracks comprehensive health and developmental information to understand child and family needs.

Strengths:

- The program has a process to provide screenings for children within 45 days of enrollment.
- The program has created layers of support for program options to ensure compliance.
- The program has systems in place to ensure compliance measures are met including monitoring at monthly Early Intervention meetings, initial and on-going sensory, social/emotional and developmental screenings and an outlined referral process.
- The program has systems in place to ensure compliance measure is met for: ASQ's, DECA's, FPA's, Annual Health History form, Mental Health, Teaching Strategies GOLD®.

Areas of Non-Compliance: None

Recommendations for Improvement:

- File Audits revealed that families in the home-based option need additional support to complete screenings.
- To support screenings with home-based children, Clayton could provide parents with incentives to motivation and awareness of the importance of screening completion.

- Alternatively, the program could purchase necessary screening equipment, train staff and allow home-based staff to complete screenings.
- Program should consider providing home-based parents with a list of times and dates screenings will occur each month.

Key Performance Area #2: Addressing Child and Family Needs

2.1. The program actively works to address children and families' identified needs and interests.

Strengths:

- Screenings are completed within 45 days; follow up is available when there are concerns.
- Speech services are provided on site at both schools.
- Regular interdisciplinary meetings that involve teachers, family services, early intervention, health and nutrition occur weekly at Educare and monthly at the Far North East School.
- Bread and fresh fruit and vegetables are available to all families. The Food Pantry is available for families experiencing food insecurities. Data is used to track the need for and use of these services.

Areas of Non-Compliance: None

Recommendations for Improvement:

- Better tracking of the use of the Food Pantry.
- Consistent communication with families, teachers and CFEs regarding referrals.
- Increased collaboration between CFE and Teachers and FNE.

2.2 The program supports children with identified and recurring medical, dental, developmental concerns or disabilities and their children.

Strengths:

- Screenings are completed with children and follow up is available when there are concerns.
- Speech services are provided on site at both schools.
- The Health Services Advisory Council is comprised of contracted agencies such as Denver Health, Children’s Hospital, nutritionist and WIC. This group meets quarterly to share information and resources, discuss trends noticed in the program and brainstorm resolution to health issues.

Areas of Non-Compliance: None

Recommendations for Improvement:

- Consistent communication with families regarding referrals, particularly on the part of new teachers and CFEs.
- More training needed for the large number of new teachers and an entirely new CFE team at FNE.

2.3. The program individualizes services for children and families.

Strengths:

- Parent/Teacher Conferences, Child Family Reviews and FPA’s provide opportunities for teachers, CFEs, Health and EI staff to individualize services for children and families.

- Different program options are available to meet different family/child needs: Full-Day, Part-Day, Combo, Home-Based
- Staff uses data from Teaching Strategies GOLD© to create individual plans for each student.
- Regular Early Intervention meetings (weekly at FNE and monthly at Educare Denver).

Areas of Non-Compliance: None

Recommendations for Improvement: Provide on-going training at both schools for conducting Child Family Reviews.

2.4. The program provides information that strengthens parenting skills.

Strengths:

- Parenting classes are offered.
- Child/Family Activities are offered monthly.
- Cultural Competency Workgroup works to create an environment where staff are able to provide culturally relevant experiences for children and families.

Areas of Non-Compliance: None

Recommendations for Improvement: Increase opportunities for Home-Based families in Green Valley Ranch to participate in activities at FNE.

2.5. The program provides services to promote the mental health of children, families and staff.

Strengths:

- Conscious Discipline training for staff promotes improved emotional outcomes for children.

- A Mental Health Specialist is on-site for families.
- Pre-Service Training for staff on reducing stress is provided.
- The Wellness Committee works to improve wellness of all staff.

Areas of Non-Compliance: None

Recommendations for Improvement: None

Key Performance Area #3: Providing High Quality Teaching and Learning

3.1. The program has taken steps to achieve the school readiness goals.

Strengths

- School readiness goals are a clear component of the program for all staff members involved.
- School readiness goals are monitored continuously.
- Teaching Strategies GOLD® is used to review developmental progress multiple times throughout the year.
- Multiple assessments are administered throughout the year.
- All assessments are administered in the child’s home language.
- Home-links are implemented continuously throughout the year and are tracked to ensure a high level of family participation.

Areas of Non-Compliance: None

Recommendations for Improvement:

- Increase implementation of coaching across all programs.
- Increase overall retention of staff so continuity is provided for all children.

- Provide continued support and professional development for curriculum implementation and expansion.
- Develop social and emotional programming specific to infants and toddlers.
- Develop additional plans for implementation of school readiness in regards to individualized lesson planning for all children in the classroom.

3.2. Teachers provide high quality instruction and caregiving.

Strengths:

- Teachers implement developmentally appropriate practice and work collaboratively to plan lessons on a weekly basis.
- Mentor coaches support teachers with classroom development and implementation.
- NAEYC, Colorado Shines, ITERS, and ECERS are utilized to ensure the environment of the classroom is of the highest standard.
- Teachers and staff are highly qualified and receive continuous professional development.
- Teachers use appropriate language and use home language in the classroom.
- Reggio Emilia, The Project Approach, Partners for a Healthy Baby and Creative Curriculum are implemented in classrooms. Programs and interdisciplinary committees are in place to ensure individualization and cultural competence.

Areas of Non-Compliance: None

Recommendations for Improvement:

- Increase opportunities for professional development monthly for teachers.

- Increase overall retention of staff and continue to build a positive school community and culture.
- Work to increase numbers of employees that are directly from the community, including specifically working to hire interested members of Head Start families.

3.3. The classroom environment promotes high quality instruction.

Strengths:

- ITERS, ECERS and CLASS assessments and observations are completed throughout the year to ensure for high-quality classroom environments and interactions.
- These observations and assessments help teachers and coaches work to develop structures within the classroom that meet the needs of all children.
- Professional development takes place monthly with special attention to classroom environments and child-centered practices.
- Creative Curriculum/Teaching Strategies GOLD© are used to support developmentally appropriate practices in classrooms for all children.
- Head Start, NAEYC and Colorado Shines standards are followed to ensure best practices regarding individualized and developmentally appropriate classroom practices.

Areas of Non-Compliance: None

Recommendations for Improvement:

- Continue professional development specific to expansion and implementation of Reggio Emilia and Project Approach practices.

- Ensure all mentor coaches have proper training and can support and develop practices for teachers.
- Continue to review principles and guiding practices of Creative Curriculum for all programs.
- Ensure all mentor coaches have training in ITERS, ECERs and CLASS.

Key Performance Area #4: Planning for Transition

4.1. Children and families have successful transitions into and out of Head Start.

Strengths:

- The parent panel reported that communication was the most important piece in order to have good transitions and every parent felt that communication had been provided to them to help with the process.
- The parents reported that the school readiness fair was helpful because so many schools were there that they could direct questions to.
- When a child has an IEP, the team meets with parents to discuss what type of setting would be the most beneficial to the child. If the potential fit requires a school of choice option then the team informs the parent of that process.
- Teachers complete an “all about me” packet for each child to go to the child’s new school to help with the transition.
- If a child is transitioning from Early Head Start to Head Start then classroom visits are scheduled for the child to see the new classroom and meet the teachers.

Areas of Non-Compliance: None

Recommendations for Improvement:

- The parent panel reported that it would be helpful to have a “this is what our year looks like” so they can also be able to support the child’s kindergarten readiness.
- Have a clearly defined plan for transitions no matter what age the child is when they enter the program so even if a child is entering the program with only a few months before a transition, a process to follow is in place.

e. Planned Training

Training planned for staff, parents, volunteers, governing body members and Policy Council members is described in the attached Technical and Training Assistance Plan.

Innovative methods used and progress made during the past year are presented in Table 1.

Section II. Budget and Budget Justification Narrative

Table 5: FY 2016-17 Budget and Narrative

	HS	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Operating Revenue					
CO Child Care Assistance Program		\$ 304,000			
Parent Co-Pays		\$ 25,000			
Private Tuition		\$ 100,000			
Colorado Preschool Program/DPS Funding		\$ 329,130			
Colorado Adult & Child Food Program		\$ 45,000			
HS Federal Grant	\$ 1,395,640				Federal Base Grant Funding
HS Quality Teaching	\$ 22,300				Federal Base Grant Funding – in our intent to fund letter, DGKHS has included \$22,300 of base grant funding to continue quality teaching/staff retention efforts.
HS Training T&TA	\$ 6,885				
Total Revenue	\$ 1,424,825				
Expenditures					
Salaries and Wages	\$ 875,033			\$ 17,840	81 Staff. Clayton Early Learning will not use any funds appropriated through subsequent contracts for Head Start services to pay the compensation of an individual, either as a direct cost or any proration as an indirect cost, at a rate in excess of Executive Level II, which is currently set at \$185,100 and that is subject to change. The quality teaching funds will support coaching and professional development personnel.
Fringe Benefits	\$ 239,150			\$ 4,460	25% of payroll including health, dental, life, and AD&D insurance; short and long-term disability insurance; worker's compensation; federal and state unemployment; FICA; and 401(K) retirement

	HS	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Out of Town Travel	\$ 4,000				Out of town travel for staff attendance at Educare network meetings; Head Start; regional and national conferences
Supplies					
Office Supplies	\$ 10,000				Office supplies; copier paper and printer cartridges; consumables; and forms
Child Services Supplies	\$ 8,705				Curricular and classroom supplies and equipment, assessments and screening tools, and books.
Food Services Supplies	\$ 2,500				Supplies offset by USDA reimbursements
Health & Safety Supplies	\$ 11,000				Toothbrushes and toothpaste; gloves; first aid, diapers and other medical supplies
Family Services Supplies	\$ 4,000				Parent meeting and event supplies including food, consumables, materials and books
Janitorial Supplies	\$ 6,500				Paper towels, bathroom and facial tissue, seat covers, cleaning supplies and laundry, hand and dishwasher soap
Maintenance Supplies	\$ 7,500				Supplies to maintain, repair and improve the facility and its contents
Other Supplies	\$ -				Other supplies
Contractual					
Temporary Employee Services	\$ 5,000				Temporary employees, substitutes, and other services as needed
Legal & Accounting	\$ 0				Cost of OMB A-133 independent audit; legal services as needed
Health/Disabilities Services	\$ 17,500				Consultation services including nutrition and health through Denver Health & Hospitals and Children's Hospital; disability and mental health services through Creative Healing and Denver Children's Advocacy Center
Community Contracts	\$ 37,500				15 preschool slots at Early Success Academy

	HS	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Family Child Care	\$ 100				Childcare provided to families to support participation in events and meetings
Janitorial	\$ 22,693				Contract cleaning services
Trash	\$ 2,000				Trash removal services
Security Services	\$ 6,000				Security services
Translation	\$ 700				Translation of program documents and communications for Limited English Proficiency families and translators for meetings
Payroll Services	\$ 5,745				Third party vendor services to include payroll processing, reporting, and W-2's; human resources database
Quality Ratings	\$ 500				Quality Ratings including Qualistar, NAEYC and other Quality Ratings
Other	\$ 500				Other contracts and consultants
Other					
Utilities	\$ 30,000				Gas and electric
Water & Sewer	\$ 2,500				Water and sewer
Building Maintenance and Repair	\$ 25,000				Maintenance and repair including carpet and window cleaning; sewer repair; commercial equipment and HVAC repairs; inspections and exterminating expenses
Grounds Maintenance	\$ 7,300				Maintenance to grounds, including lawn maintenance, snow removal, playground maintenance, other maintenance as needed
Permits & Licenses	\$ 990				Variety of business use permits and licenses
Vehicle Maintenance	\$ 1,500				Fuel, vehicle registration, repair and other transportation needs
Local Travel	\$ 6,924				Staff mileage at an internally set rate
Field Trips & Socializations	\$ 250				Field trips
Parent Education	\$ 500				Activities and materials to engage families; Family Resource Library equipment and materials; parent

	HS	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
					subscriptions; speakers and training fees
Publications & Subscriptions	\$ 500				Publications including professional journals; books; magazines and research literature
Printing	\$ 1,100				Parent brochures and recruitment expenses
Training & Staff Development	\$ 5,000		6,885		Training and professional development expenses – see training plan
Policy Council	\$ 4,000				Meeting and related expenses to include transportation, food and childcare
Meetings	\$ 100				Materials and supplies
Postage & Shipping	\$ 500				Postage and shipping
Membership, Dues & Fees	\$ 2,500				Web-based database systems; Mountain States Employers Council; and other professional affiliations
Catering & Refreshments	\$ 6,000				Catering and refreshments for meetings
Communication & Marketing	\$ 1,150				Communication and marketing for recruitment
CML & Child Liability Insurance	\$ 18,660				Property, liability, umbrella, auto, sex abuse, volunteer and student accident, employee dishonesty and D&O insurance
Bank Fees & Charges	\$ 500				Fees for processing credit/debit card payments
HR Expenses	\$ 3,500				Position advertisements; physicals; criminal background check costs and other hiring expenses
Technology	\$ 15,000				Computer licenses; network and hardware/software purchases; IT support; website development and system maintenance, and copier maintenance and rental
Total Expenditures	\$ 1,395,640		\$ 6,885	\$ 22,300	
T&TA Training	\$ 6,885				
Quality Teaching	\$ 22,300				

	HS	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Total Expense	\$ 1,424,825				
Non-Federal Share					
Depreciation	\$ 139,958				32,800 square feet of classroom, office and storage space divided appropriately between EHS and HS
Colorado Preschool Program, Mill Levy, ECARES	\$ 216,248				Allocation of slots for children birth to three
Total Non-Federal Share	\$ 356,206				
% Non-Federal Share	25 %				
Total Program Budget	\$ 1,781,031				

Supporting Documentation



Eligibility Selection Criteria for Enrollment in Early Head Start and Head Start

Eligibility

1. Categorically Eligible (50 points)
 - a. Homeless
 - b. Foster Child/Kinship
2. Income Eligible
 - a. 100% or below Federal Poverty Level (40 points)
 - b. TANF/SSI Recipient 101%-115% Above Federal Poverty Level (0 points)
 - c. 116%-130% Above Federal Poverty Level (-5 points)
 - d. 131% and up above Federal Poverty Level (-10 points)

Community Needs

3. Teen parent at birth of first child (10 points)
4. Family has special health circumstances (2 points)
 - a. Parent health/mental health issues
 - b. Child lacks health insurance
 - c. Parent is disabled
5. Special Family Circumstances
 - a. Single parent family (15 points)
 - b. Refugee (15 points)
 - c. Incarcerated parent (5 points)
 - d. Both parents working/ in school full-time (5 points)
 - e. No GED or no high school diploma (5 points)

6. Intimate Partner Violence (5 points)

Special Needs*

7. Child has a special need suspected or has special need (paperwork needed) and is transitioning to Head Start without IEP (7 points)

8. Child has confirmed special need (paperwork needed) (14 points)

*Points are given if program is under 10% of their children identified with special needs.

* If not applicable, placement is then determined by developmentally appropriate environment for the child.

Child/Family Status

9. Child is 4-5 Years of Age (10 points)

10. Current Early Head Start child (12 points)

11. Child is transitioning from another Head Start program (10 points)

12. Sibling is currently enrolled in Clayton Early Learning (10 points)

13. Previous Clayton Early Learning Early Head Start or Head Start child (10 points)

Additional Prenatal Program Criteria

14. Parent lacks health insurance (2 points)

15. Parent diagnosed as a high risk pregnancy (2 points)

16. Parent has had previous high risk pregnancy (2 points)

17. Substance Abuse (smoking, including second hand smoke, alcohol, drugs) (2 points)

18. History of depression, currently receiving treatment for depression (2 points)

19. Mother's first language is not English (2 points)

20. Currently not receiving prenatal care (2 points)

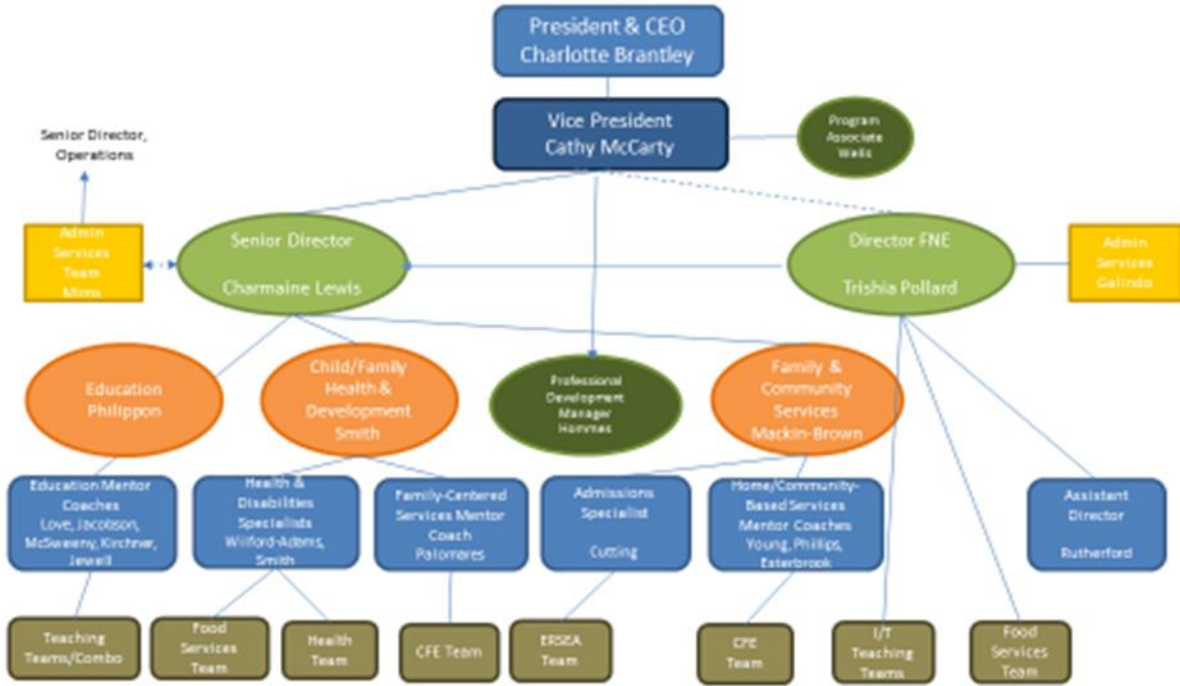
21. Parent in last trimester of pregnancy (2 points)

22. First time parent (2 points)

Attachment - Organization Chart 1



The Schools at Clayton Early Learning



1/29/2016

Teacher Qualifications - FNE 1

NAME	LEAD TEACHER	DEGREE or CREDENTIAL
FNE Preschool 1		
Balijinder Kaur	Lead Teacher	MA in Education, BA in ECE equivalent
Dayna Worthan	Teacher	BA in Human Development
Patricia Hall	Associate Teacher	AA in Criminal Justice, NOT ECT qualified
FNE Preschool 2		
Kristen Enquist	Lead Teacher	MA in Education
Kathleen Zrostlik	Teacher	BA in Elementary Education, ECT qualified
Ashley Kelley	Associate Teacher	BA Inter Science Liberal Studies, Early & Elm. Ed
FNE Preschool 3		
Kedirile Magakgala	Lead Teacher	MA in Education (ESOL), BS in ECE
Brittany Riley	Teacher	BS in Human & Family Development w/ ECE
Hannah Schultz	Associate Teacher	BA in Child Development & Welfare
FNE Preschool 4A		
Pamela Verbeek	Lead Teacher	BA in English, MA in Special Education w/ emphasis in EC dev delays
LaKeitha Johnson	Teacher	AAS in ECE, BA in Behavioral Science + 68 ECE credits
FNE Preschool 4P		
Elsa Tietje	Lead Teacher	CDA, BA in Sociology, Art
MacKenzie Zurn	Teacher	BA in ECE & SpEd
Other		
Trishia Pollard	Director	MA in Liberal Studies, BA in Liberal Studies, Psychology
Jenene Rutherford	Asst. Director	30 + credits in ECE
Melissa Jewell	Mentor Coach	BA in Elementary Education + 30 ECE credits

Teacher Qualifications - Educare Denver 1

NAME	POSITION	DEGREE or CREDENTIAL
Room 123		
Emily Agyemang	Lead Teacher	BA in Sociology, CO teaching license with ECE endorsement
Diana Casillas	Teacher	BA in ECE
Room 128		
Gloria Carrillo	Lead Teacher	BA in Interdisciplinary Studies w/ major in ECE
Ginny Murillo	Teacher	Level II - 30+ ECE credits
David Bolden	Associate Teacher	MA in Sports and Exercise Psychology w/ 6 ECE credits
Room 140		
Samuel McCabe	Lead Teacher	BA in Education w/ 23 ECE credits
Robin Ewing	Teacher	BA in Early Childhood Education Theory
Marquita Hall	Associate Teacher	3 ECE credits
Room 146		
Jessica Milligan	Lead Teacher	BS in Early Childhood
Cheryl Rowlette	Teacher	BA in Education - Urban Learning, 63 graduate credits
Room 166 AM		
Chelsea Griffin	Lead Teacher	BA in Early Childhood and Family Studies
Maribel Salgado	Teacher	Level II - 60 ECE credits
Room 166 PM		
Paul Mezzacapo	Lead Teacher	MA in ECE w/ EC Sped Endorsement
Leticia Santos	Teacher	30+ ECE credits
Room 172		
Brenda Perry	Lead Teacher	AA in ECE
Vivian Sandoval	Teacher	Level II - 60 ECE credits
Tammy Bennett		7 ECE credits
Room 183		
Christine Holpuch	Lead Teacher	MA in Educational Psychology, BA in Child and Adolescent Development
Shanna Grogan	Teacher	BS in Education (Early Childhood Education)
John Quinn	Associate Teacher	9 ECE credits, 12 in progress
Mentor Coaches		
LaShawn Love		BA in ECE
Debrah Jacobson		MA in ECE
Amanda MacSweeney		BA in Psychology, MS in Child Development
Jill Kirschner		BA in Child Development, MA in Educational Leadership
Floater		
Kathleen Hazen	Teacher	MA in Education, BA in Elem. Educ. - Kindergarten
Bradford Parker	Associate Teacher	AAS in ECE
Other Staff		
Jenny Smith		MA in Child Development
Paula Smith		MA in ECE w/ specialization in leadership management & admin

Attachment - T & TA Plan 1

Goal: Clayton Early Learning staff will demonstrate the skills, knowledge and dispositions to deliver high quality culturally competent, integrated and comprehensive services.				
Annual Objectives:				
1		Provide ongoing and quality training opportunities for staff in all service areas.		
2		Equip staff to pursue professional development and individual education goals as detailed in their PDPs.		
3		Enhance Clayton's capacity to disseminate information about effective practices through evaluation, professional development and networking activities.		
4		Develop and implement school leadership programs that enhance instructional leadership practices leading to improved student performance.		
5		Incorporate technology and data use into all program areas and operations.		
Focus Areas:				
1		Curriculum and Curricular Approaches		
2		The Early Childhood Professional - Ethics and Professional Growth		
3		Foundations for Social Emotional Development		
4		Interdisciplinary Work		
Annual Objective	Domain	Title and/or Outcome	Focus Area	Targeted Audience
1	Child Development	Primary Caregiving & Transitions	1	Ed & Family Services Staff
		Continuity of Care		Ed & Family Services Staff
		Developmental Screenings and Assessments		Ed & Family Services Staff
		Documentation - Making Learning Visible		Ed & Family Services Staff
		Parent-Teacher Conferences and Home Visits - setting goals for children		Ed & Family Services Staff
		Inclusion		Ed & Family Services Staff
1	Community Partnerships	Develop partnerships to support families in attainment of their goals	4	Ed & Family Services Staff
1	Confidentiality	Understand confidentiality policy and protocol	2	All Staff
1	Coaching and Supervision	Support skill building and practice; promote peer to peer learning	4	Supervisory Staff
		Reflective and Differentiated Supervision		All Staff
		Reflective Inquiry		All Staff
		Mentor Coaching		EHS Education Staff
		Supervisory Training - Performance Management Process		Supervisory Staff
		Approaches to Differentiated Staff Training		Supervisory Staff
		Professional Communication within the Workplace		All Staff
Coaching Certifications	Mentor Coaches			
1	Cultural Competency	Immigration policy	2, 4	All Staff
		Cultural Competency and School Culture		All Staff
		Crucial Conversations		All Staff
		Skilled Dialogue training and other tools to support communication		All Staff
1	Curriculum, Planning & Instruction	Assessment Tools and Teaching Strategies GOLD®	1	Ed & Family Services Staff
		Language, Literacy and Cradling Literacy		Ed & Family Services Staff
		Lesson Planning and Documentation		
		Curriculum Training for School-Based and Home-Based Staff		Ed & Family Services Staff
		CLASS® Training		Ed & Family Services Staff
		Quality Standards - NAEYC, Licensing, HS Performance Standards		
		Reggio and Project Approach		Ed & Family Services Staff
		Social Studies		Education Staff
STEAM Training and Dramatic Expression	Education Staff			
1	Enrollment and Retention	Strategies to support families and staff through the enrollment process and maintaining enrollment	4	Family Services Staff
		ERSEA training - Change of Status, Enrollment/Recruitment Procedures		Family Services Staff
1	Environment	OSHA	2, 3	All Staff
		ITERS/ECERS		All Staff
		Playground Safety		All Staff
		Natural Outdoor Play Environments		All Staff
		Living Green		All Staff
		Healthy Work Environment		All Staff
1	Family Development	Partnering with parents to build meaningful relationships that support the growth and development of the family and child	4	Ed & Family Services Staff
		Child /Family Reviews		Ed & Family Services Staff
		Family Engagement - Connecting families through 5x5		Ed & Family Services Staff
		Touchpoints		All Staff
		CB-FANA (for Home Based staff)		Home Visitation Staff
		Domestic Violence & Changing Neighborhoods		All Staff
		Developing quality & relevant family partnership agreements - setting goals with families		Ed & Family Services Staff
		Effective and Professional reciprocal communication and conduct		All Staff
1	Fiscal	Super Circular	4	Supervisory Staff

1	Health, Nutrition & Wellness	Staff Wellness and Stress Management - Yoga, Breathing and Mindfulness	1, 2, 3	All Staff
		Health procedures and practices		All Staff
		Ergonomics and Workplace Safety		All Staff
		Nutrition/CACFP (Food Program) and Family Style Dining		All Staff
		Integrated Nutrition Education Program (INEP)		All Staff
		Medication Refresher and Safe Sleep		All Staff
		CPR, First Aid, & Universal Precautions		All Staff
		Family Wellness		All Staff & Families
		Little Voices for Healthy Choices		All Staff & Families
		I am Moving, I am Learning		All Staff & Families
		Smoking Cessation		All Staff & Families
1	Home Visitation	Curricular planning for the delivery of comprehensive home-based services	1	Home Visitation Staff
		Empowering parents as their child's first teacher in the home and at school		Home Visitation Staff
1	Intervention Strategies	Preparing the environment to support development and mental health for all children	1, 3	Ed & Family Services Staff
		Social/Emotional Curriculum Training - Conscious Discipline, Second Step		Ed & Family Services Staff
		English Language Acquisition		Ed & Family Services Staff
		Sensory Play		Ed & Family Services Staff
		Language Policy implementation		Ed & Family Services Staff
		Social/Emotional Development - Autism, Developmental Delays, Speech		Early Intervention Specialist
1	Literacy Development	Language/literacy development and dialogic reading	1	All Staff & Families
1	Mental Health	Mental health & referral training - Child Abuse, Domestic Violence, Drug & Alcohol Prevention, Depression	3	All Staff
		DECA training		Ed & Family Services Staff
1	Transportation	Bus Evacuation & Pedestrian Safety	4	Education Staff
2	Education Goals	Degree Attainment; Workshops; Conferences	2	All Staff
		Annual Professional Development Hours		All Staff
3	Policies and Procedures	Standard operating procedures and Head Start Performance Standards	4	All Staff
		Self Assessment Process		All Staff & Families
		Federal Monitoring		All Staff
3	Continuous Improvement and Research to Practice Approach	Data utilization to improve individual practice and child/family outcomes	4	Ed & Family Services Staff
		Using evidence based approaches to program improvement		All Staff
3	Interdisciplinary Approach	Building effective partnerships and teamwork across diverse staff, consultants, and families	4	All Staff
3	Professional Development	Communication and Conflict Resolution	2	All Staff
		Time Management		All Staff
		Harrassment, Bullying and Ethical Behaviors		All Staff
		Office Professional Competencies		Program Associates
		Critical Friends Groups		All Staff
		Leadership Training		Supervisory Staff
4	Employment	Onboarding and New Employee Orientation	2	All New Staff
4	Organization Mission & Values	Strategic Plan Implementation - Philosophical approach and mission	2	All Staff
		Ethical Behavior and Professionalism in the Workplace		All Staff
5	Technology	Basic Computing	2	All Staff
		Database (COPA, ProCare, DECA, GOLD, Access) and tracking systems		All Staff
		Data Use & Dialogue		All Staff
		Copier Technology Training		All Staff
		Developing 21st Century Tools for Classrooms and Home Visits		All Staff
		Sharepoint Training		All Staff

Section II. Budget and Budget Justification Narrative

Table 5: FY 2016-17 Budget and Narrative

	HS	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Operating Revenue					
CO Child Care Assistance Program		\$ 304,000			
Parent Co-Pays		\$ 25,000			
Private Tuition		\$ 100,000			
Colorado Preschool Program/DPS Funding		\$ 329,130			
Colorado Adult & Child Food Program		\$ 45,000			
HS Federal Grant	\$ 1,395,640				Federal Base Grant Funding
HS Quality Teaching	\$ 22,300				Federal Base Grant Funding – in our intent to fund letter, DGKHS has included \$22,300 of base grant funding to continue quality teaching/staff retention efforts.
HS Training T&TA	\$ 6,885				
Total Revenue	\$ 1,424,825				
Expenditures					
Salaries and Wages	\$ 875,033			\$ 17,840	81 Staff. Clayton Early Learning will not use any funds appropriated through subsequent contracts for Head Start services to pay the compensation of an individual, either as a direct cost or any proration as an indirect cost, at a rate in excess of Executive Level II, which is currently set at \$185,100 and that is subject to change. The quality teaching funds will support coaching and professional development personnel.
Fringe Benefits	\$ 239,150			\$ 4,460	25% of payroll including health, dental, life, and AD&D insurance; short and long-term disability insurance; worker's compensation; federal and state unemployment; FICA; and 401(K) retirement

	HS	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Out of Town Travel	\$ 4,000				Out of town travel for staff attendance at Educare network meetings; Head Start; regional and national conferences
Supplies					
Office Supplies	\$ 10,000				Office supplies; copier paper and printer cartridges; consumables; and forms
Child Services Supplies	\$ 8,705				Curricular and classroom supplies and equipment, assessments and screening tools, and books.
Food Services Supplies	\$ 2,500				Supplies offset by USDA reimbursements
Health & Safety Supplies	\$ 11,000				Toothbrushes and toothpaste; gloves; first aid, diapers and other medical supplies
Family Services Supplies	\$ 4,000				Parent meeting and event supplies including food, consumables, materials and books
Janitorial Supplies	\$ 6,500				Paper towels, bathroom and facial tissue, seat covers, cleaning supplies and laundry, hand and dishwasher soap
Maintenance Supplies	\$ 7,500				Supplies to maintain, repair and improve the facility and its contents
Other Supplies	\$ -				Other supplies
Contractual					
Temporary Employee Services	\$ 5,000				Temporary employees, substitutes, and other services as needed
Legal & Accounting	\$ 0				Cost of OMB A-133 independent audit; legal services as needed
Health/Disabilities Services	\$ 17,500				Consultation services including nutrition and health through Denver Health & Hospitals and Children's Hospital; disability and mental health services through Creative Healing and Denver Children's Advocacy Center
Community Contracts	\$ 37,500				15 preschool slots at Early Success Academy

	HS	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Family Child Care	\$ 100				Childcare provided to families to support participation in events and meetings
Janitorial	\$ 22,693				Contract cleaning services
Trash	\$ 2,000				Trash removal services
Security Services	\$ 6,000				Security services
Translation	\$ 700				Translation of program documents and communications for Limited English Proficiency families and translators for meetings
Payroll Services	\$ 5,745				Third party vendor services to include payroll processing, reporting, and W-2's; human resources database
Quality Ratings	\$ 500				Quality Ratings including Qualistar, NAEYC and other Quality Ratings
Other	\$ 500				Other contracts and consultants
Other					
Utilities	\$ 30,000				Gas and electric
Water & Sewer	\$ 2,500				Water and sewer
Building Maintenance and Repair	\$ 25,000				Maintenance and repair including carpet and window cleaning; sewer repair; commercial equipment and HVAC repairs; inspections and exterminating expenses
Grounds Maintenance	\$ 7,300				Maintenance to grounds, including lawn maintenance, snow removal, playground maintenance, other maintenance as needed
Permits & Licenses	\$ 990				Variety of business use permits and licenses
Vehicle Maintenance	\$ 1,500				Fuel, vehicle registration, repair and other transportation needs
Local Travel	\$ 6,924				Staff mileage at an internally set rate
Field Trips & Socializations	\$ 250				Field trips
Parent Education	\$ 500				Activities and materials to engage families; Family Resource Library equipment and materials; parent

	HS	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
					subscriptions; speakers and training fees
Publications & Subscriptions	\$ 500				Publications including professional journals; books; magazines and research literature
Printing	\$ 1,100				Parent brochures and recruitment expenses
Training & Staff Development	\$ 5,000		6,885		Training and professional development expenses – see training plan
Policy Council	\$ 4,000				Meeting and related expenses to include transportation, food and childcare
Meetings	\$ 100				Materials and supplies
Postage & Shipping	\$ 500				Postage and shipping
Membership, Dues & Fees	\$ 2,500				Web-based database systems; Mountain States Employers Council; and other professional affiliations
Catering & Refreshments	\$ 6,000				Catering and refreshments for meetings
Communication & Marketing	\$ 1,150				Communication and marketing for recruitment
CML & Child Liability Insurance	\$ 18,660				Property, liability, umbrella, auto, sex abuse, volunteer and student accident, employee dishonesty and D&O insurance
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Colorado Preschool Program, Mill Levy, ECARES	\$ 216,248				Allocation of slots for children birth to three
Total Non-Federal Share	\$ 356,206				
% Non-Federal Share	25 %				
Total Program Budget	\$ 1,781,031				

2016-2017 School Calendar



Educare Denver @ Clayton Early Learning
Phone: 303-355-4411 x313 **Fax:** 303-355-3718
 3751 Martin Luther King Blvd. Denver, CO 80205

Clayton Early Learning @ Far Northeast
Phone: 303-355-4411 x880 **Fax:** 720-536-8629
 3800 Telluride St. Bldg 5, Denver, CO 80249

No Contact Days:

(School closed for all children)

	July 2016	August 2016	September 2016	October 2016
	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
Jul 04: Independence Day				
Jul 05: Staff Planning Day				
Aug 22 – Sep 2: All Staff Pre-Service				
Sept 5: Labor Day				
Sept 16: Moonbeam Harvest (EARLY RELEASE at 3:00 pm)				
Oct 28: Staff Planning Day				
Nov 21 & 22: Parent Teacher Conferences				
Nov 23: Staff Planning Day				
Nov 24 & 25: Thanksgiving Break				
Dec 20: Celebration of Culture (EARLY RELEASE at 4:00 pm)				
Dec 21: Staff Planning Day				
Dec 22- Jan 4: Winter Break				
Jan 5 & 6: Staff Planning Days				
Jan 16: Martin Luther King Day				
Feb 16 & 17: Teacher Home Visits				
Feb 20: President's Day				
March 24: Staff Planning Day				
March 27-31: Spring Break				
Apr 3: Staff Planning Day				
May 25 & 26: Parent Teacher Conferences				
May 29: Memorial Day				
June 2: Staff Planning Day				

: Policy Council : Parent Committee

Please be advised that changes to the calendar may occur during the 2016-2017 year.

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

Department	Ext	Department	Ext	Department	Ext
Help Desk	313	Payment/Tuition	310	Weather Line (Snow Days & School Closures)	359
Family Liaison	253	Health & Nutrition	288	Class:	Teachers:
Policy Council	280	Parent Committee	328	CFE:	

<u>PROGRAM HOURS</u> Effective July 1, 2016		
Option	Days	Hours
Infant/Toddler Full-day	Monday - Friday	8:00 am - 5:00 pm
Preschool Full-Day	Monday - Friday	8:00 am - 2:30 pm
Early Head Start Combination	Monday & Wednesday am Monday & Wednesday pm Tuesday & Thursday am	8:00 am - 12:00 am 12:30 pm - 4:30 pm 8:00 am - 12:00 am
Head Start Part-Day	Monday - Thursday am Monday - Thursday pm	8:00 am - 11:30 am 12:30 pm - 4:00 pm
Extended Hours	Monday - Friday	7:30 am - 6:00 pm

School Calendar At A Glance			
Sept 6	Classes Begin	Dec 20	Celebration of Culture
Sept 8	Back To School Night	Feb 8	All School Parent Meeting & Community Dialogue
Sept. 12	HIPPY Home Visits Begin	TBD	All School Parent Meeting
Oct 3	ALL SCHOOL ATTENDANCE COUNT DAY!	May 12	HIPPY Program Ends
Oct 27	All School Parent Meeting & Community Dialogue	June 1	Part-Day Classes End
Nov 4	Family Partnership Agreements Due		

Please be advised that changes to the calendar may occur during the 2016-2017 year.



Exhibit D
 Denver Great Kids Head Start
 Program Year 20 Report Schedule

	Report Name and Description	Due Date
Family Services	Policy Council Delegate Report; Form to be provided by Grantee Family Services Director	5th day of every month. If the 5th day is a holiday or weekend, report shall be due the Friday prior
	Program Information Report (PIR); Annual ACF Report	August 15, 2016
	Abbreviated PIR;	December 15, 2016 and March 15, 2017
	Head Start data for Management Information System; Fields required but not limited to the following: -Delegate Agency and Center -Enrollment Date -First day of service -Program Option -Monthly Attendance/Monthly Enrollment -Enrollment	5th day of every month by close of Business. If the 5th day is a holiday or weekend, report shall be due the Friday prior
Financial	Variance Report; includes spending categories of federal and non federal shares, annual budget, budget and expenses for the month reported, dollar and percent variances and corresponding year to date information include pay rolls, general ledgers, invoices over \$1,000.00 charged to Head Start.	Last business day of each month for the previous month
	USDA Reimbursement Report; Report of reimbursement from USDA for Head Start Children only.	Last Business day of October , January, April and July
	USDA / CACFP Compliance Review Report	Within 30 days of receipt
	Administrative and Development Costs; Report by category of all administrative and development costs.	Last Business day of October , January, April and July
	Program Budget PY 19; GABI upload of Program Year 19 budget.	February 9, 2017
	Single Audit Report; Single Audit Report including management letter and corrective actions if applicable	Within four months of end of the prior fiscal budget period
	Inventory Report with Certification of Physical Inventory; Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director.	July 31, 2016
	Certificate of Insurance; Accord Insurance form designating appropriate insurance coverage.	May 30, 2016
Budget Projection; Month by month spending forecast by designated categories.	July 31, 2016	
Grantor Admin Reports for Delegate Agencies	Monitoring Reports/Plans; Action plans outlining strengths, recommendations and sections needed for improvement	Ongoing
	Mid Year PIR & questions; Tracks progress on key Head Start Metrics	2 times a year; December 15th and March 15th
	Head Start Annual Report; Head Start requirement	Due in December
	Policy Council Minutes; Approved Policy Council minutes in English and Spanish	Last business day of month following meeting
Education	Teacher Qualifications Report; Report Education Levels of Teaching Staff.	December 15 & March 15
	Child Assessments; Child outcomes information submitted to TS GOLD must be submitted for all children.	October 31, 2016, February 22, 2017 and June 28, 2017

Exhibit D
 Denver Great Kids Head Start
 Program Year 20 Report Schedule

Delegate Admin Reports for Grantee	Self Assessment ; Self Assessment Plan, findings, analysis and action plans	June 30, 2017
	Policy Committee/Council Members Rosters ; Policy Committee/Council monthly minutes	When replacements, upon elections
	Policy Committee/Council Minutes ; Approved Policy Committee/Council monthly minutes	Last business day of the month following meeting
	Delegate Grant Application ; For funding purposes	January 30, 2016
	Final Grant Application, Budget, and GABI ; Constitutes basis of funding request	April 1, 2017
	Personnel ; Report of all Head Start staff and percentage/amount salary/fringe, most recent performance evaluation date.	Last business day of October, January, April and July
	Criminal Records Check ; Report on criminal records check dates for all Head Start staff.	September 1, 2016 and January 1, 2017

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



03/24/2016

Re: Clayton Early Learning
Insurance policies

To Whom it May Concern:

Please be advised that we will be renewing the current coverages when they come due in July. Philadelphia has not given us any premium indications or notices as of yet. We will have the Philadelphia Quotes as well as quotes from other companies that will be offered effective 7-1-2016.

Feel free to contact us if you have any questions regarding this matter.

Thank you,

HeatherM. Wilt

HeatherM.Wilt, CIC
Account Manager

Exhibit B



CLAYTON EARLY LEARNING
Head Start Site Locations
FY 2016-17

SITE	OPTION	CLASSROOMS
Educare Denver School 3751 Martin Luther King Blvd. Denver, CO 80205	School-based	Room 123 Part-day am Room 128 Full-day Room 140 Full-day Room 146 Part-day am Room 146 Part-day pm Room 166 Part-day am Room 166 Part-day pm Room 172 Full-day Room 183 Full-day
3605 Martin Luther King Blvd Denver, CO 80205		Home-based Socialization Room
Clayton Early Learning School in Far Northeast Denver 4800 Telluride St. Denver, CO 80249	School-based	Room P1 Full-day Room P2 Full-day Room P3 Full-day Room P4 Part-day am Room P4 Part-day pm
Early Success Academy 4870 Chambers Road Denver, CO 80239	Center-based	Part-day