

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CLAYTON EARLY LEARNING, TRUSTEE, GEORGE W. CLAYTON TRUST**, a Colorado not-for-profit corporation, 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 in the U.S. Department of Health and Human Services.

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

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

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

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

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

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

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

I. “Services” means the scope of services to be provided by the Contractor as set forth in this Agreement and the Exhibits attached hereto relating to the provision of services to administer and operate Head Start programs. For purposes of providing the Services, the Contractor is a subrecipient of federal Head Start funds.

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

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

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

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

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

A. Exhibit A, Contractor’s Application and narrative to provide Head Start Services for program year 2018-2019.

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

4. TERM: The Agreement will commence on July 1, 2018, and will expire on June 30, 2019 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.

5. SERVICES TO BE PERFORMED:

A. At the direction of the Director, or the Director’s Designee, the Contractor shall diligently undertake, perform, and complete all of the Services and produce all the

deliverables set forth in the Exhibits attached hereto to the City's satisfaction.

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

C. The Contractor shall faithfully perform the Services in accordance with the standards of care, skill, training, diligence, and judgment provided by 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 property purchased with funds provided under this Agreement, against theft, loss, damage, misuse or misappropriation. Contractor will further establish policies and procedures to safeguard electronic and computer information against theft, loss, damage, misuse, or misappropriation. Such policies and procedures will include, without limitation, specific terms for the acceptable and reasonable use of telephone, email and internet for non-business purposes.

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.

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 this Agreement.

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. In particular, but not by way of limitation, Contractor will comply with all requirements stated in 45 C.F.R. 1302.42, 1302.44, 1302.31, 1302.46, 1302.90, 1302.46, 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 will determine eligibility for enrollment in Head Start programs based on family income in strict accordance with Section 645 (a)(1)(B) of the Head Start Act. The Contractor will determine eligibility for recruitment, selection, enrollment, and attendance in Head Start programs based on the requirements of Section 645 of the Head Start Act and 45 C.F.R. 1302, Subpart A (Sections 1302.10 – 1302.18).

7. COMPENSATION:

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

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

C. Invoices: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than the 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.

D. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Two Hundred Sixty-One Thousand**

Four Hundred Forty-Five Dollars and Zero Cents (\$1,261,445.00) (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 contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor’s total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **Three Hundred Fifteen Thousand Three Hundred Sixty-One Dollars and Zero Cents (\$315,361.00)** as set forth in more detail in **Exhibit B**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

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

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

H. Federal Funds Contingency/Appropriations. The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's **Exhibit B** will be revised accordingly. Moreover, it is acknowledged by the parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start operations for Program Year 2018-2019, HHS may issue only a partial financial award for program costs for Program Year 2018-2019. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the parties in the same manner as this Agreement.

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

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

J. Modifications to Exhibits: The parties may modify an exhibit attached to this Agreement; provided, however, that no modification to an exhibit shall result in or be binding on the City if any proposed modification(s), individually or collectively, requires an upward adjustment to the Maximum Contract Amount. The parties shall, in each instance, memorialize in writing any and all modifications to an exhibit by revising and restating that exhibit and referencing this City Contract Control number stated on the signature page below. A proposed modification to an exhibit will be effective only when it has been approved in writing by the parties, approved as to form by the City Attorney's office, and uploaded into the City's automated contract system (Alfresco) by an employee of the Head Start Office or other City office designated by the Director. All such modifications shall contain the date upon which the modified exhibit or exhibits shall take effect. Any modification to an exhibit agreed to by the parties that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by both parties in the same manner as this Agreement.

8. REPORTS:

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

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

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

(2) Attendance Report. The Attendance Report will include attendance for all approved program options on a monthly basis. Contractor will monitor at all times and report the monthly average daily attendance rate of students that it has enrolled for Head Start services in all program options. When the monthly average daily attendance rate in a center-based program falls below eighty-five percent (85%), the Contractor will, in accordance with 45 C.F.R. 1302.16, include in the Attendance Report a detailed explanation as to why such attendance rate was not maintained and a detailed description of how the Contractor will return the attendance rate to the designated level, and the number of absences that occur on consecutive days. The Attendance Report will be consistent with any format designated by the City;

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

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

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

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

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

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

(9) **Inventory Report.** In accordance with Section 19 below, the Contractor will establish and submit to the Head Start Director on a date designated by the Director, or the Director's designated representative, an annual inventory list, in such format as designated by the City's Head Start Director. The date for submission of the Inventory Report may be set forth in **Exhibit D** or, if not contained therein, will be separately designated by the Director or the Director's designated representative.

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

be deemed to be an event of default and the City may, in addition to any other remedies provided in this Agreement or available to the City by law, deny Contractor any future awards, grants, or contracts of any nature by the City.

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

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

11. EXAMINATION OF CONTRACTOR RECORDS:

A. Any authorized agent of the City including the City Auditor or 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, as amended, codified at 31 U.S.C. §7501, *et seq.*, and as may be further amended from time to time, and all applicable Office of Management and Budget Circulars including but not limited

to 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If Contractor determines that it is not subject to the requirements of the Single Audit Act, it will notify the City in writing within ten (10) calendar days of its determination that it is not subject to the Single Audit.

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

14. INSURANCE:

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

B. If the Contractor is not a “public entity” then, the following general conditions 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 affect 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) **Commercial Crime (Fidelity):** Contractor shall maintain \$1,000,000 in commercial crime insurance coverage. Coverage shall include theft of City's money, securities or valuable property by contractor's employees, including any extended definition of employee. The City and County of Denver shall be named as Loss Payee as its interest may appear.

(11) **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.

(12) **Bond.** If required by applicable federal law, as currently presented

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

15. DEFENSE AND INDEMNIFICATION:

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees ("City Indemnities") 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 Indemnities 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 the City.

B. Contractor's duty to defend and indemnify the City Indemnities 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 the City Indemnities shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City's Indemnities' 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 the City Indemnities 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 the City Indemnities shall be in addition to any other legal remedies available to City and shall not be considered the City Indemnities' 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. TERMINATION:

A. Notice of Deficiencies (with opportunity for corrective action). In the event the City identifies one or more deficiencies in Contractor's performance of the Services or its other obligations under this Agreement, the Director will provide the Contractor with written notice of the deficiency or deficiencies ("Notice of Deficiencies"). The Notice of Deficiencies will identify the deficiencies to be corrected and will state that the Contractor is to either correct the Deficiencies immediately (or such longer period as the City may allow) or according to a Quality Improvement Plan (with included timeline) to be developed by the Contractor (the "Quality Improvement Plan").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. 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, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with

Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

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

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

20. PROCUREMENT:

A. Tangible Property. The Contractor shall comply with all federal regulations applicable to property and procurement standards (which are currently presented in 45

CFR Part 75). With respect to the procurement of goods and services, supplies, and equipment, as such terms are presented in 45 CFR Part 75, the Contractor shall use its own documented procurement procedures as long as such procedures conform to applicable Federal and City laws, the standards identified in this Section, and 45 CFR Parts 75-327 through 75.335. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Contractor shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. The Contractor will establish written procurement standards covering competition, conflicts of interest, and governing the actions of employees engaged in the selection, award, and administration of contracts consistent with the "Procurement Standards" contained in 45 C.F.R. Part 75 and consistent with the requirements contained in this Section 20.

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

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

21. SITE LOCATIONS, LEASES AND LICENSES:

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

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

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

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

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

A. The Head Start Act, as amended, codified at 42 U.S.C. 9801, *et seq.*;

B. Head Start Program Performance Standards, 45 CFR Part 1301 through 1305, including all regulations referenced therein and all successor regulations pertaining to the

Head Start program;

C. 45 CFR Part 16, 30, 46, 75, 80, 81, 84, 87, 92 and 107;

D. All applicable circulars of the U.S. Office of Management and Budget (“OMB”) including without limitation Omni-Circular “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Part 200, *et seq.* and 2 CFR Part 25.110;

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

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

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

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

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

The Contractor shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Orders 12549 and 12689 and their implementing regulations;

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

K. “New Restrictions on Lobbying” as set forth in implementing regulations 45 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;

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

(1) In carrying out its obligations under the Agreement, Contractor and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. Contractor agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Contractor will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.

(2) Contractor agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. Contractor will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender,

gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Contractor.

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

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

M. No Discrimination in Program Participation (Federal). The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in programs and activities funded by this Agreement on the basis of race, color, religion, national origin, sex, disability, and age including but not limited to Title VI of the Civil Rights Act of 1964 (Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA), or other Federal, State or local laws that provide additional protections against discrimination. Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to indemnify and hold the City harmless from any and all claims, losses, or demands that arise under this paragraph. Contractor acknowledges that Title VI prohibits national origin discrimination affecting persons with limited English proficiency (LEP). Contractor hereby warrants and assures that LEP persons with will have meaningful access to all services provided under this Agreement. To the extent Contractor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, LEP persons shall not be required to pay for such assistance. Further, Contractor acknowledges the City's Office of Human Rights and Community Partnerships, Office of Sign Language Services (OSLS) oversees access for deaf and hard of hearing people to City programs and services. The Contractor will comply with any and all requirements and procedures of the OSLS, as amended from time to time, concerning the provision of sign language interpreter services for all services provided by the Contractor under this Agreement. Further, Contractor acknowledges the public policy requirement of the U.S. Dept. of Health and Human Services that that no person otherwise eligible to participate in programs and services supplied under this Agreement will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as age, disability, sex, race, color, national origin, religion, gender identity, or sexual orientation. Contractor must comply with this national policy requirement with respect to the performance of work and administration of funds provided under this Agreement and for all programs and services supported by HHS awards. 45 C.F.R. Part 75.300(c);

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

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

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

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

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

S. 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;

T. No Employment of Illegal Aliens to Perform Work Under the Agreement (City Ordinance):

(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.

23. 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.

24. 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.

25. 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.

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

27. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter,

Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

28. 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., 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

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

37. 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.

38. 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.

39. 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.

40. 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.

41. 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 2018-2019.
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-201840634-00

Contractor Name: Clayton Early Learning, Trustee, George W. Clayton Trust

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)



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Section I. Program Design and Approach to Service Delivery

A. Goals

1. Program Goals, Measurable Objectives and Expected Outcomes

a-b. Program goals and objectives. Clayton Early Learning provides and collaborates 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 children living in communities that are disadvantaged. Clayton Early Learning harnesses the synergy of its four pillars—Training, Advocacy, Research and Practice—to advance early childhood education statewide in collaboration with other public and private entities.

Educare Denver at Clayton Early Learning is a state-of-the-art environment 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. 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.



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

Exhibit A

c. As detailed in Table 1 following this paragraph, program goals are:

- Goal 1: All Clayton Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.
- Goal 2: All Clayton Denver Great Kids Head Start children will receive culturally and linguistically responsive high-quality health, mental health and nutrition services so they are ready to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.
- Goal 3: All Clayton Denver Great Kids Head Start families are Head Start leaders and advocates for their children and building connections in the community to improve their own skills and are engaged as their children's first teacher to ensure children are ready to succeed in school.
- Program Goal 4: All Clayton Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments, and parents work to improve their skills as advocates to ensure children are ready to succeed in school.
- Goal 5: Clayton Denver Great Kids Head Start operations and financial administration are efficient, effective, and promote parent, family and community engagement across all levels of Head Start programming.

Exhibit A

Program Goal 1: All Clayton Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
1.1 Ensure the implementation of high quality teaching practices and environments.	Pre-K CLASS® Scores (2016-2017): 6.28 Emotional Support, 5.65 Classroom Organization, 2.49 Instructional Support ECERS 3 scores (2016-2017): 4.0 Total, 4.59 Space and Furnishing, 3.34 Personal Care Routines, 4.35 Language and Literacy, 3.43 Learning Interactions, 4.25 Interactions, 4.46 Program Structure.	(leave blank and use in subsequent years to report progress/challenges)			
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Develop and implement individualized, intentional and meaningful plans for children in consultation with parents. • Convene teachers and CFE's regularly to collaborate on plans for children and families; quarterly this meeting serves as a time for child family reviews. • Implement practices to enhance outcomes for all children in STEAM – science, technology, engineering, the arts and mathematics. • Use child assessment data to data to inform planning and practice. • Use CLASS results to improve classroom culture and the quality of child/teacher interactions. • Provide training on interdisciplinary practice to build the capacity of staff to engage in collaboration. • Individualized language goals for dual language learners 					
Data, Tools, or Methods for Tracking Progress Above: Educare Learning Network (ELN) staff survey results; ELN Outcome Study Data; social/emotional assessments; CLASS results; DECA results; PLS-5; PPVT; Teaching Strategies GOLD®; Organizational Climate Inventory results; ECERS results.					

Exhibit A

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
1.2 Plan and implement curriculum and instructional strategies with sufficient fidelity, consistency, frequency and intensity to ensure children’s mastery of skills.	TS GOLD® (2016-2017) Percentage of Children Meeting or Above Growth Range: 71% Social-Emotional, 82% Physical, 76% language, 71% Cognitive, 81% Literacy. and 84% Mathematics	(leave blank and use in subsequent years to report progress/challenges)			
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Implement The Creative Curriculum for Preschool. • Administer multiple methods of assessment over time to provide insight into the educational experiences that will be the most valuable for individual children. • Provide training, coaching and reflective supervision to staff across a variety of evidence-based content areas. • Implement comprehensive data utilization practices to support individualized learning opportunities for all children. • Convene a curriculum work group (including parents and staff) to examine the rigor of curricula implementation using tools such as curriculum mapping tool and lesson planning rubrics. 					
Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> • Preschool Screenings & Assessments: Teaching Strategies GOLD®, PLS-5, ESI-R PPVT, Bracken, DECA, lesson plan review, parent participation in home links and school activities, Touchpoints© evaluation. • Outcome Evaluation Child Assessments: Annual analysis of outcome data and longitudinal data in collaboration with DPS. 					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
1.3 Use the research base and program language policy to support families in implementing language and literacy strategies.	Benchmark of 80% of Parents are trained in Dialogic Reading	(leave blank and use in subsequent years to report progress/challenges)			
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Collaborate with parents to expand everyday learning through Home Links that connect with the classroom’s lesson and Teaching Strategies GOLD© parent activities. 					

Exhibit A

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<ul style="list-style-type: none"> Engage teachers, CFEs and parents to collaboratively develop Individual Child Curriculum Plan (ICCP) and set family goals in Child Family Reviews. Hold parent meetings in each classroom to engage parents with the classroom curriculum. Provide program-wide all-parent meetings that offer training and support in diverse topics related to child development, language and literacy and that engage the family in their child’s education, including Dialogic reading. Provide staff training and coaching in child language and literacy development, family literacy strategies, and adult learning strategies. Implement developmentally appropriate family literacy practices and strategies. 					
Data, Tools, or Methods for Tracking Progress Above: Attendance reports from Dialogic Reading trainings; Evaluation forms from Dialogic Reading trainings					

Program Goal 2: All Clayton Denver Great Kids Head Start children will receive culturally and linguistically responsive high-quality health, mental health and nutrition services so they are ready to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
2.1 Foster social/emotional health as a foundation for all other learning for children, families and staff	100% of children will make gains on measures of social emotional development and self-regulation.	(leave blank and use in subsequent years to report progress/challenges)			
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Build trusting relationships with children and families. Provide emotionally supportive classroom environments and model positive approaches to learning. Promote a positive organizational climate that values culturally competent and respectful interactions between children, families and staff. Provide training and coaching to staff on Conscious Discipline. Pilot a coaching intervention called Embedding Mindfulness for Building Responsive and Competent Educators (EMBRACE). 					

Exhibit A

Program Goal 2: All Clayton Denver Great Kids Head Start children will receive culturally and linguistically responsive high-quality health, mental health and nutrition services so they are ready to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<ul style="list-style-type: none"> Continue to train and mentor staff of implantation of the Touchpoints© approach. 					
Data, Tools, or Methods for Tracking Progress Above: DECA, TSGOLD©, Touchpoints© Evaluations; ELN Staff Survey; CLASS scores for positive climate; EMBRACE Pilot Evaluation Findings and Progress					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
2.2 Foster overall health of children and families through improved health, nutrition and physical activity practices.	85% of children maintain a healthy weight (BMI).	(leave blank and use in subsequent years to report progress/challenges)			
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Assist families to access health insurance and a medical home. Implement family wellness activities and workshops within the program and the home through physical health and nutrition curricula. Providing training, information and supports that enhance parent knowledge of and improved practice in implementing nutritious meals and physical activity. Strengthen parent understanding of best practices in oral health and the importance of referral follow-up. Implement family engagement activities that focus on supporting family development in the area of health, mental health and nutrition services. 					
Data, Tools, or Methods for Tracking Progress Above: Monthly health data reports; screenings; referral tracking report data; workshop attendance reports; workshop evaluations					

Exhibit A

Program Goal 3: All Clayton Denver Great Kids Head Start families are Head Start leaders and advocates for their children and building connections in the community to improve their own skills and are engaged as their children’s first teacher to ensure children are ready to succeed in school.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
3.1 Support families in meeting their education, health and social service goals.	100% of families develop and make progress on family partnership agreement goals.	(leave blank and use in subsequent years to report progress/challenges)			
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Assist families indicating education, health and social service goals on their FPA to develop a realistic plan to achieve their goals. • Provide families support in identifying and addressing barriers in achieving goals. • Recognize and address barriers to access ESL and GED classes, health, and social service agencies. • Make referrals to educational, health and social service agencies. 					
Data, Tools, or Methods for Tracking Progress Above: Referral tracking report; FPA data and follow-up data					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
3.2 Ensure integration of child development and family support services.	Qualitative analysis of parent and staff survey data and results from annual self-assessment.	(leave blank and use in subsequent years to report progress/challenges)			
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Provide seamless services (pre-birth to five years) using a holistic, interdisciplinary approach. • Execute an organizational structure that provides coordinated administrative/ management services and strong instructional leadership to support integration. • Hold biweekly Interdisciplinary Leadership meetings to support integration. 					
Data, Tools, or Methods for Tracking Progress Above: Parent and staff survey data; Child Family Review Data; Coaching logs and agendas from classroom interdisciplinary meetings; Parent/Teacher conference forms;					

Exhibit A

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
3.3 Provide opportunities, guidance, and interactive family activities that empower parents as the primary teacher of their child.	100% will receive guidance and activities that promote and empower parenting.	(leave blank and use in subsequent years to report progress/challenges)			
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Structure parent meetings to follow a what/why/reflect structure (what is happening, why are we doing it, what is the impact on your family) to engage parents more deeply in the program curriculum. • Provide parents identifying FPA goals related to parenting skills, advocacy, guidance and child development with resources, referrals for intervention services, and/or parenting information. • Provide program-provided training opportunities and educational resources that help parents better understand their child's development and are responsive to parents' interests and needs. • Identify family physiological and safety needs (i.e. housing, food, clothing, financial literacy, health and wellness) and the related resources available to meet them to enhance their child's home learning environment. • Execute structures and strategies that provide coordinated administrative/ management services and strong instructional leadership to support integration of child development and family support services. 					
<p>Data, Tools, or Methods for Tracking Progress Above: Home visit report data; Individual Child Curricular Plan; ELN Parent Survey; Parent and staff survey data; Child Family Review Data; Coaching logs and agendas from classroom interdisciplinary meetings; Parent/Teacher conference forms</p>					

Exhibit A

Program Goal 4: All Clayton Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments, and parents work to improve their skills as advocates to ensure children are ready to succeed in school.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
4.1 Provide the prescribed interventions to all children identified with special needs defined by their IEPs.	100% of children with IEPs will receive identified interventions.	(leave blank and use in subsequent years to report progress/challenges)			
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Ensure enrolled children receive a developmental, social/emotional, vision and hearing screening within 45 days. • Refer children identified in screening as needing a referral for further testing and observation. • Hold IEP meetings within 45 days of referral in which families of children who qualify for an IEP participate. • Ensure children's ICCPs reflect their IEP goals and that lesson plans reflect ICCPs/IEPs • Monitor developmental screenings and referrals by the Inclusion Coordinator. 					
Data, Tools, or Methods for Tracking Progress Above: Monthly Early Intervention Meeting notes; Service provider case notes; Monthly screening and tracking report					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
4.2 Equip staff to provide high quality and inclusive learning environments.	100% of staff will be trained on Conscious Discipline approach.	(leave blank and use in subsequent years to report progress/challenges)			
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Use Multi-Tiered System of Supports (MTSS), a data-driven, prevention based framework, to build staff understanding of underlying concerns and effective interventions for individual children through multiple cycles of inquiry, intervention and progress review. 					

Exhibit A

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<ul style="list-style-type: none"> • Provide staff training on meeting IEP goals and in the Conscious Discipline approach. • Implement intensive group monthly trainings led by the Early Intervention Specialist using a Community of Practice methodology. • Enable classroom and home-based teams to meet with Early Intervention Specialist to review and evaluate children identified with a special need and/or challenging behaviors. 					
Data, Tools, or Methods for Tracking Progress Above: professional development; Early Intervention and coaching logs					

Program Goal 5: Clayton Denver Great Kids Head Start operations and financial administration are efficient, effective, and promote parent, family and community engagement across all levels of Head Start programming.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
5.1 Embed training, coaching, professional development and reflective supervision into the program providing staff with knowledge and expertise across a variety of evidence-based content areas.	100% of teachers will participate in intensive coaching and reflective supervision.	(leave blank and use in subsequent years to report progress/challenges)			
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Co-develop individualized professional development for all staff by staff and their managers. • Provide onboarding orientation and training for new employees • Implement the training and technical assistance plan in the current grant application. • Provide structured monthly professional development days for all-staff meetings, reflective practice groups, and training throughout the year. • Weekly Coaching 					
Data, Tools, or Methods for Tracking Progress Above: Coaching logs, sign in sheets, training certificates					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5

Exhibit A

Program Goal 5: Clayton Denver Great Kids Head Start operations and financial administration are efficient, effective, and promote parent, family and community engagement across all levels of Head Start programming.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
5.2 Implement and maintain appropriate standards to steward resources and prioritize spending while maintaining an efficient and effective recordkeeping system.	100% of reports to federal, state, local authorities will be provided in a timely, efficient and accurate manner.	(leave blank and use in subsequent years to report progress/challenges)			
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Identify and attract new revenue streams are identified and attracted. • Blend and braid revenue streams to support programming for all children. • Use child and family goals and outcomes to guide financial decisions and school investment. • Put in place comprehensive and effective fiscal procedures. • Complete reports to federal, state, local authorities in a timely, efficient and accurate manner. • Implement written personnel and fiscal policies and procedure that ensure confidentiality and security of all data. • Implement human resource policies and procedures that support the accomplishment of program objectives and clearly delineate lines of supervision. • Provide training to the Policy Committee and the Board of Trustees on the Head Start Act, selection criteria, funding applications and self-assessment, as well as school readiness and relevant public policy issues. 					
Data, Tools, or Methods for Tracking Progress Above: Monthly fiscal reports and record-keeping; Monthly enrollment reports; Federal review data; ELN Staff Survey					

d. Using prior project period outcomes to inform measurable objectives. A strong component of the formal data utilization philosophy at Clayton Early Learning is the discussion and use of aggregate data to create annual program objectives, plan for professional development, and identify resource needs. Interdisciplinary teams (comprised of educators, family support staff, early interventionists, researchers and policy analysts) meet regularly to learn about the most recent data results. In addition to discussing the implications of these results for program design and operations, the team develops plans to address identified needs. The Program Committee of the Board and the Policy Committee approve changes that affect program design, service areas, staffing patterns, budget, or program plans. Data are similarly reviewed, analyzed and applied at the classroom level by interdisciplinary teams with support from instructional coaches as detailed later in this application.

2. Alignment of School Readiness Goals

Clayton Early Learning's school readiness goals for children and families are organized by the five central domains in the *Head Start Early Learning Outcomes Framework: Ages Birth to Five*. The goals were developed with reference to and to align with the outcomes framework, guidance from Denver Great Kids Head Start's (Grantee) and the *Colorado Early Learning and Development Guidelines*. Parents were engaged in the development and approval of school readiness goals through participation in Parent Committee and Policy Committee

Social and Emotional: 100% of children grow in their sense of self and meaningful social-emotional relationships with adults and peers supported by their families' knowledge of their child's social and emotional needs.

Approaches to Learning: 100% of children will grow in their exploration and expression of individual talents through persistence, curiosity and enjoyment of learning with peers supported by their families' active engagement with learning opportunities in the home, school and community.

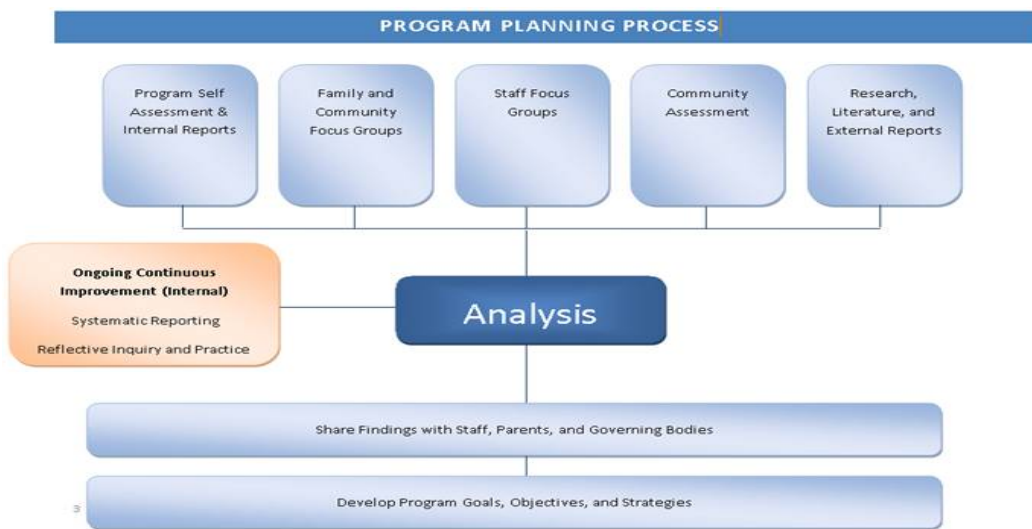
Physical Development and Health: 100% of children will grow in their understanding of health and wellness habits and increased physical development along an individual continuum supported by families' health and wellness knowledge and practices.

Language and Literacy: 100% of children will demonstrate developmentally and culturally appropriate growth in early language and literacy skills supported by their families’ engagement in evidence-based practices.

Cognitive and General Knowledge: 100% of children will demonstrate growth in higher level thinking skills as they apply them to their developing knowledge of STEAM (Science, Technology, Engineering, Art and Math) and their social world supported by their families’ engagement with learning opportunities in home and in school.

3. Process for Developing Program Goals

Clayton Early Learning, led by its Board of Trustees, articulates a three-year strategic plan that informs organizational goals and objectives and activities. The strategic plan informs the Head Start program operational plan, including the setting of program goals and annual objectives. Data sources include the community assessment, self-assessment, staff and family feedback, and outcome reports. Cross-departmental teams implement the plan. Figure 1, shown below, depicts this process.



B. Service Delivery

1. Service and Recruitment Area

a. **Identify area.** The service area is represented by the map in Figure 2, below.

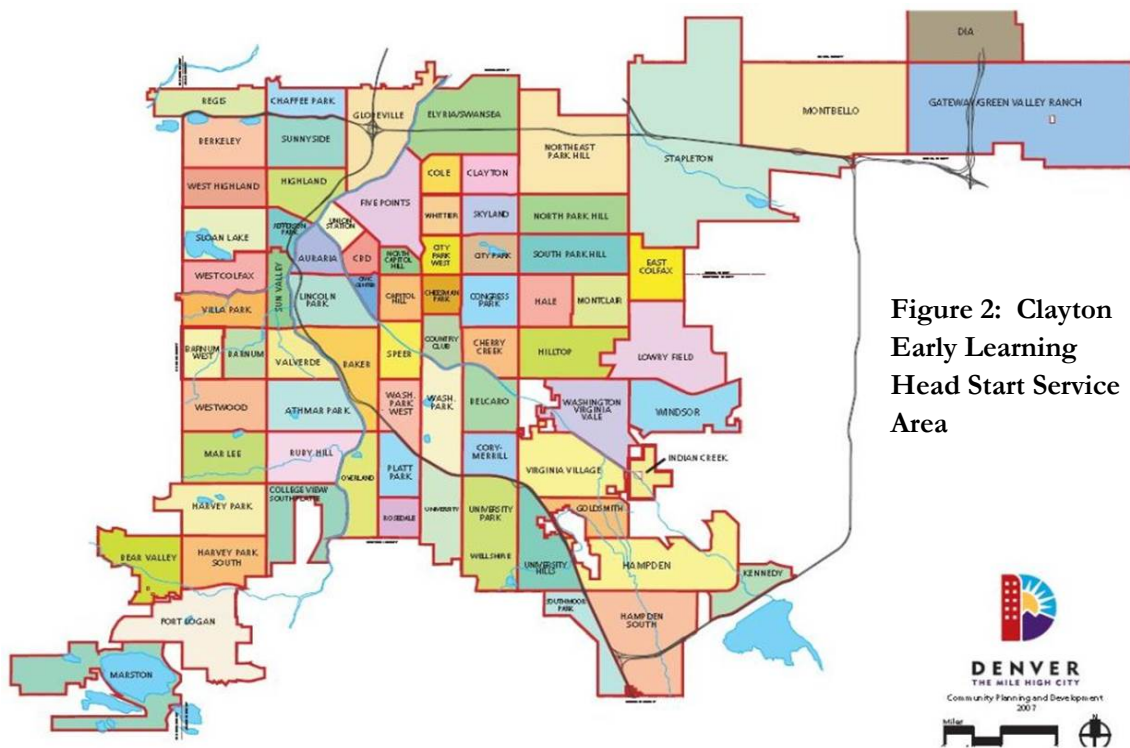


Figure 2: Clayton Early Learning Head Start Service Area

b. **Evidence of need.** The neighborhoods primarily served by Clayton Early Learning include those identified as having most limited opportunities by the Child Well Being index featured in the 2017 DGKHS Community Assessment. The Index aggregates 11 indicators that measure differences in education, health and community opportunities that may affect children’s development., specifically, births to women without a high school diploma, teen births, overweight or obese children, kindergarteners not ready for reading, 3rd graders not reading at grade level, 9th graders chronically absent, adults without a high school diploma, children in single-parent families, child poverty and violent crime.

c. **Child Care Partners.** Fifteen children will be served through a partnership with Early Success Academy.

2. Needs of Children and Families

The data presented in this section of the application is taken from the *2017 Comprehensive Community Assessment* and *State of Denver’s Children: 2017* documents prepared by the Office of Children’s Affairs, City and County of Denver. The 2017 Community Assessment continues to document the existence of a significant number of vulnerable families with young children in the proposed Clayton Early Learning service area who would benefit from the integrated, comprehensive services offered.

a. Eligible Children under 5. As of 2016, approximately 44,000 children under age five lived in Denver.

In the 2016-2017 program year, existing Early Head Start and Head Start program served 26 percent of the eligible population. Eligible children are concentrated in neighborhoods served by DGKHS, including those served by Clayton Early Learning.

Denver is experiencing significant population growth (increase of 89,000 people since 2010) and mirrors national trends related to rapid growth of minority groups composed of Hispanics, Asians and multiracial populations. Children of color, mixed race/ethnicity and others made up 66 percent (93,300) of the total child population in Denver in 2016. Not unlike other urban centers, Denver has a higher proportion of children of color than Colorado and the United States. In 2016, 39 percent of children in Denver (compared to 21 percent in Colorado as a whole) spoke a language other than English at home. Thirty-five percent of children enrolled in Clayton Early Learning in 2016-2017 lived in families where Spanish is the primary language.

In Denver during 2016, an average of 934 children monthly were placed in out-of-home care (foster care, kinship/relative care, congregate care). Children in foster care are categorically eligible for Head Start Programs. The number of homeless students in Denver was 2,519 in 2015-2016, a 21 percent decrease from the 2014-2015 school year. Approximately 9,700 students (11 percent) were enrolled in special education classes in Denver Public Schools in 2016.

Children are most sensitive to the negative impacts of living in poverty when they are young and their brains are development. Approximately 7,200 or 16 percent of Denver children under age five were living in poverty in 2016; this rate exceeds the state average of 14 percent. Children of color, however, are more often in poverty than non-Hispanic white children according to the U.S. Census Bureau, five-year estimates. In Denver, approximately 15,300 children under age five were enrolled in WIC in 2016.

b. Service needs of children and families. *Education:* Research shows that educational attainment is the most important social characteristic for predicting earnings. Parents of children in Denver Great Kids Head Start programs generally have lower educational attainment levels than that of the general population. Approximately one-third of parents did not have a high school diploma during the 2016-2017 school year compared to 13 percent city-wide. *Health:* The number of children receiving Medicaid increased under the Affordable Care Act. Denver has

seen a decrease of six percent in eligible but not enrolled children since 2008. The number of children born at low birth weight in Denver rose slightly to ten percent in 2016. Variation exists by race/ethnicity and neighborhood. The Colorado Child Health Survey shows that ADD/ADHS, anxiety, behavioral and depression disorders rose for children four through 14 in Colorado since 2012. Anxiety is the most prevalent mental disorder. *Nutrition:* In 2015, approximately 23,340 children, or 17.2 percent, were counted as food-insecure in Denver. This number decreased 26 percent during the period from 2009 to 2015. During the 2016-2017 school year, 23 percent of children enrolled in DGKHS programs had BMIs associated with an unhealthy weight. *Social Service and Child Care Needs:* Young children (under age four) are at greatest risk for the most severe consequences of abuse and neglect. In 2015, the rate of substantiated incidences of maltreatment per 1,000 increased to 9.2 for Denver, higher than the state rate of 7.8. In 2016, 42 percent of Denver lived in families with incomes below 200 percent of the federal poverty level, or less than \$48,600 for a family of four. Child care needs are described above.

Availability of Other Child development programs that serve eligible children. An estimated 65 percent of Denver children age five and younger have all available parents in the labor force in 2016, meaning that approximately 33,000 young children in Denver need care during the day while their parents work. According to the Colorado State Office of Early Childhood, as of June, 2016, licensed child care facilities operating in Denver offered 21,578 slots in day care centers, 943 slots in day care homes, and 991 slots in preschool. The increasing need for all parents in the home to work to make ends meet has grown with the rising costs of housing health care, food and other living expenses. Some census tracts within the City and County of Denver are child care deserts. These areas are defined as tracts with more than 50 children under age five that contain no child care providers, few options, or more than three times as many children as licensed child care slots. This lack child care availability may cause families to choose between unlicensed child care arrangements or change or decline opportunities for work. Access to child care options is more limited in families that depend on public transportation or have inflexible job schedules.

The Colorado Child Care Assistance Program (CCCAP) provides child care support to eligible parents with newborns to children through age 12 and youth with special needs up to age 18. Current funding levels permit only about 13 percent of eligible families to receive a subsidy statewide. The percentage of three- and four-year old

children enrolled in preschool in Denver declined to 53 percent in 2016. Only 65 percent of children in low income families attend preschool compared to 90 percent of children in more educated, wealthier families. A higher percentage of children living in higher income neighborhoods in Denver participated in preschool programs more often than their peers in low income neighborhoods.

3. Proposed Program Options and Funded Enrollment Slots

a. Program options and compliance with HSPPS. In the 2019-20 program year, Clayton Early Learning will serve 201 children and families will be served in four program options (Table 2). All center-based slots meet the hours of planned class operation required by Head Start 2021. To provide high quality, individualized care, Clayton Early Learning staffs at child-adult ratios that are lower than those required by the state, providing three teachers for every 16 children in full-day Head Start classrooms. The facilities of Clayton Early Learning Educare Denver and Early Success Academy meet or exceed the most stringent of state and local licensing requirements.

Table 2: Clayton Early Learning Proposed Head Start Program Options, 2019-2020

Location	# Slots	Option	Schedule	OHS Funding
Educare Denver	80 HS	Full-Day Center-Based 5 classrooms	5 days per week 8:00 - 2:30 9 months	6.5 hour Head Start day 5 days/week 2 parent-teacher conferences/yr September – May
	46 HS	Extended Center-Based 3 classrooms	5 days per week 7:30 - 6:00 9 months	6.5 hour Head Start day 6.5-10.5hour day (braided with wrap-around funding) 5 days/week 2 parent-teacher conferences/yr July - June
	60 HS	Home-Based	1 HV per week 2 socializations/month 9 months	1 Home visit/week (90 minute) 2 Socializations/month 32 Home Visits 16 Socializations
Early Success Academy	15 HS	Full Day Center-Based 1 classroom	4 days/week 8:00 – 2:30 9 months	6.5 hour per day 4 days/week 2 parent-teacher conferences/yr September – May

b. Clayton is not requesting a locally-designed program option variation waiver.

c. Program options meet the needs of children and families. Clayton Early Learning offers a choice of program options to meet the needs of the community as identified in the 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 address the interests of eligible families in the broader community context. Families requiring additional wrap-around services have the opportunity to receive extended day programming through braided funding streams. The school is 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, and Denver Preschool Program.

Our program design addresses the needs of the Head Start eligible population, including poverty-related challenges that affect the healthy development of young children and their readiness for kindergarten. Head Start Program Performance Standards (HSPPS) and the requirements of the DGKHS program shape ongoing refinements in the delivery of Clayton Early Learning programs and activities to this end.

d. Funded enrollment changes. Clayton Early Learning is not proposing to change the number of funded slots.

4. Centers and Facilities

There are no additions, deletions, or changes to our service locations. This application does not include minor renovations and repairs not subject to a separate 1301E application. This application does not include any facilities activities subject to 1303 Part E.

5. Eligibility, Recruitment, Selection, Enrollment and Attendance

a. Recruitment process. Clayton Early Learning takes extensive measures to ensure that the neediest children are served within a program option appropriate to their family needs and considers birth to five continuity for transitioning children across options. A comprehensive year-round recruitment plan guides efforts to identify and recruit eligible Head Start children from high priority neighborhoods as identified in the community assessment. The goal is to maximize the number of qualified community families served by maintaining enrollment at full capacity in all of the program options. As openings become available and prior to the first day of school, a team of Child Family Educators (CFE) and recruitment specialists meet weekly to ensure that all open Head Start slots are filled for each program option. All families are enrolled based on the selection criteria developed and approved in

collaboration with the Policy Committee. The criteria reflect Head Start guidelines, the community assessment, and family need. We recruit and enroll eligible children through outreach to organizations including the Denver Children's Advocacy Center, Denver Human Services, Denver Safe House, Denver Health, Mental Health Center of Denver, Bright By Three, Rocky Mountain Human Services, and Denver Public Schools.

b. Attendance. To receive the full benefits of the Head State program, children must attend school, home visits and socializations regularly. Clayton Early Learning emphasizes the importance of regular attendance in the Family Handbook and during orientation. CFEs partner with parents to encourage regular attendance, support families whose children are absent for cultural or family reasons, and help families overcome specific barriers to regular attendance. CFEs communicate directly (by letter or home visit) with families of children with poor attendance (lower than 85%) for the month. Families with barriers to attendance that cannot be overcome may be offered a different program option that might better meet their needs.

6. Education and Child Development

a. Center-based Programs. Clayton Early Learning uses the *Creative Curriculum for Preschoolers*. This comprehensive, research-based and research-validated curriculum is grounded in 38 objectives. The objectives cover 10 areas of development and learning, including broad developmental areas, content areas, and English language acquisition. Many objectives also include dimensions that guide teachers' thinking about various aspects of that objective and help clarify what it addresses. These objectives, and the scope and logical, coherent sequence through which they are presented through the curriculum, align with the *Head Start Child Development and Early Learning Framework*. Creative Curriculum infuses all learning domains throughout the activities of the day, provides opportunities for assessment and supports teachers in working with diverse children including English and dual-language learners, advanced learners, and children with disabilities. The Creative Curriculum offers the flexibility for Clayton Early Learning to integrate emergent curriculum and Reggio inspired practices that are consistent with our philosophy. It helps teachers create a high quality learning environment and build an understanding of best practices.

The Creative Curriculum also pairs well with the Project Approach which Clayton Early Learning uses for planning and individualizing learning opportunities for children and the classroom. This approach builds on children's curiosity, and develops their abilities to interact, question, connect, problem-solve, communicate, and reflect, by implementing projects in the classroom.

The Creative Curriculum online system provides a framework for teachers and CFEs to extend projects and embed literacy, math, science, social studies, the arts, and social/emotional growth into a variety of experiences that children find engaging and meaningful. The Teaching Strategies GOLD© authentic assessment tool allows children to demonstrate their knowledge and skills through active engagement in classroom activities and provides a natural framework for data-driven practice by creating a clear expectation and design for daily planning. Teachers document ongoing observations and artifacts of each child's developing skills. Teachers use these assessments throughout the year for ongoing planning and instructional differentiation, for partnering with parents, and for improving their own teaching practices. .

To help our staff implement this curriculum, Clayton Early Learning Curriculum and Instruction Coaches and the Learning and Talent Team implement a Creative Curriculum Fidelity Study using the Fidelity Tool for Administrators. This study assesses classroom and teachers' needs for ongoing professional development and coaching support. Follow up professional development, including weekly coaching, enables educators to collaborate and reflect on children's development and their practice. The Creative Curriculum scope and sequence helps teachers to integrate learning into various parts of the day. Teaching Guides suggest projects that meet children where they are and support their interests. Intentional Teaching Cards and Mighty Minutes are additional tools to scaffold children's learning through transitions and individual situations.

Clayton Early Learning uses the Conscious Discipline philosophy and classroom social and emotional approach and has been selected as a Start school/demonstration site for this approach.. Conscious Discipline provides teachers with an array of behavior management strategies and classrooms structure. This evidence-based approach is aligned with the Head Start Early Learning Outcomes Framework and the Parent Family Community Engagement framework. Clayton Early Learning has supported staff in implementing this approach through various trainings. Staff also have access to training videos and online courses as well as additional support and coaching

from other staff with extensive training in Conscious Discipline. The program's Mental Health contractors also work with teaching teams to implement this approach in classrooms.

b. Home-Based Program. The home-based program provides parents with a curriculum of activities developed by Clayton Early Learning under contract with HIPPIY USA along with nine books (one for each month of the program year) that relate to the activities in the curriculum. The HIPPIY curriculum is an international curriculum and program that focuses on the family as the center of learning. Child Family Educators are typically connected to the community served and approach the family as a partner and peer in the learning process. Each family is treated as unique and their cultures and traditions are valued and respected. The HIPPIY curriculum, provided in the primary home language of the family, empowers and supports parents as their child's first teacher and focuses on developing school readiness skills. Materials include literacy, math, science, creative arts, social/emotional, and physical development.

The curriculum's developmental scope and sequence scaffolds learning and development. The curriculum is comprehensive and focuses on the key domains and areas of development outlined in the Head Start Early Learning Outcomes Framework. The curriculum emphasizes visual and auditory discrimination; spatial perception; memory and story comprehension; language and literacy concepts such as writing readiness, phonological awareness, phonemic awareness and vocabulary; social/emotional development; eye/hand coordination; and beginning math concepts including counting, number recognition, number writing, sorting and classifying. Extensions to the HIPPIY curriculum used during weekly home visits and individualized for each child correspond to Head Start early learning outcomes. Each home visit has two components. The first involves delivery of the curriculum. CFEs help parents realize the opportunities their home offers as a learning environment. The second incorporates comprehensive family development services provided by CFEs.

Clayton Early Learning supports staff to implement curriculum through weekly meetings to role play and train on the learning activities for each week. A mentor coach meets with the Child Family Educators in the Home-based program to support CFEs with planning for individualization and extension activities for each child. The Home-based program staff also use the data from multiple assessment and screening tools including Teaching Strategies GOLD®, the Bracken, DECA and ESI-R to help them plan individually for children.

Clayton Early Learning collaborates with HIPPIY USA and Parent Possible on *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. These settings offer a respectful and supportive atmosphere to exchange information, thoughts, and feelings that arise around family development.

Parents whose children are enrolled in the home-based program option also participate in twice monthly *socializations* to interact with other parents and to observe their children interacting with other children in child-initiated activities. Field trips occur monthly and are planned to appropriately coincide with HIPPIY lessons to build upon skills introduced as well as socialization activities. Parent meetings offer opportunities for parent-to-parent interactions and cover important topics that meet the Head Start Performance Standards. Transportation is provided to accommodate those parents who may not otherwise attend.

c. Developmental Screenings and Assessments. Teachers and instructional leaders in Clayton Early Learning use multiple methods of assessment over time, including observations, investigations, parent feedback, embedded and standardized assessments. The primary role of assessment in early childhood education is to provide insight into the educational experiences that will be the most valuable for individual children. Clayton Early Learning administers the assessments described in Table 3. All were reviewed by program staff before adoption to ensure the tool is developmentally, linguistically and culturally appropriate for enrolled children. Bilingual Spanish/English Research Associates assess children who have limited English proficiency and whose home language is Spanish. Teaching staff at Clayton Early Learning also includes individuals who speak languages other than English and Spanish. This supports children’s understanding as specific screenings and assessments allow for translation into children’s home languages.

Table 3: Clayton Early Learning Head Start Development Screenings and Assessments

What is it Called?	What does it look like?	Who do we do it with?	When do we do it?
Preschool Language Scale, 5 th Edition (PLS-5)	One-on-one standardized assessments of general cognitive abilities. The researcher gives the child fun tasks to do and observes what they do.	All children	When they turn 6 months, 12 months, 18 months, 2 years, 3 years, and then fall and spring.

What is it Called?	What does it look like?	Who do we do it with?	When do we do it?
Peabody Picture Vocabulary Test, 4 th Edition (PPVT-4)	The researcher shows the child a page in a book with 4 pictures, says a word, and asks the child to point to the word.	Children 3 and older	When they turn 3 and then fall and spring after that.
Bracken School Readiness Assessment (BSRA)	The researcher assesses the child's readiness for school by evaluating understanding of 85 important foundational academic concepts.	Children eligible for kindergarten	Fall and Spring before the kindergarten eligible year.
Woodcock-Johnson Test of Achievement, 4 th Edition (WJ-4)	The researcher assesses the child's knowledge of letters, words, and math concepts.	Children 3 and older	When they turn 3 then fall and spring after that.
Devereux Early Childhood Assessment Preschool, 2 nd Edition (DECA-P2)	Teachers and parents answer questions about children's behavior, how they deal with their feelings, and how they relate to others.	All children	Within 45 days of enrollment then fall and spring after that.
Parent Interview		All parents	
Parent Interview – Kindergarten Exit Interview	CFE asks parent questions	Parents of children eligible for kindergarten	Annually
Classroom Observations (ECERS-3 and CLASS Pre-K)	A researcher comes into the classroom and records information about what goes on in the classroom	All classrooms	Winter
ESI	Classroom teacher screen individual children on various developmental domains.	All classrooms	Within 45 days of enrollment
TS GOLD	Refer to paragraph following this table	All children	Fall, Winter, Spring, Summer

Teaching Strategies GOLD®, an assessment system for children from birth through kindergarten measures the knowledge, skills, and behaviors that are most predictive of school success. Teaching Strategies GOLD® blends ongoing, authentic, observational assessment across all areas of development and learning with intentional, focused, performance-assessment tasks for selected literacy and numeracy objectives. Teachers use system reports to observe and document children's development and learning over time; plan instruction to support children's needs; identify

children who might benefit from additional support, screening, or further evaluation; and report and communicate progress with family members and others. Clayton Early Learning uses this assessment system to collect and gather child outcome data for program-level accountability; generate reports to guide program planning and professional development opportunities; and inform strategic investments to close learning gaps.

Clayton Early Learning Head Start home-based programs implement the Home Visiting Rating Scales (HOVRS) to assess home visiting strategies and parent engagement in home visits and Parenting Interactions with Children: Checklist of Observations Linked to Outcomes™ (PICCOLO) to assess developmental parenting. The home based mentor coach uses the HOVRs to observe and coach CFEs to support high quality home visits. CFEs use PICCOLO to educate parents about 19 research-based behaviors that support healthy child development. Overall, the PICCOLO measure has demonstrated high levels of reliability and validity across several diverse samples and does not require observers to undergo extensive training. Furthermore, the tool can be adapted depending upon the desired purpose, whether it be program evaluation or parental coaching, making it ideal for programs that seek to positively support and develop the parent-child relationship.

d. Opportunities for Parents and Families to be Engaged. Child development services are individualized through a written plan, the Individual Child Curriculum Plan (ICCP), collaboratively developed by the staff and parents. Data from children's screenings and assessments guide individual goal setting with children and families. Each child's ICCP provides guidance for planning developmental interactions with the child, aligns goals with current developmental needs, provides a structure for parent-staff collaboration, and sets out guidelines for meeting the agreed upon goals. Communication between parents and caregivers about the child's development is key to the process of individualization.

CFEs and teachers collaborate with parents to expand everyday learning through home links and Teaching Strategies GOLD© parent activities. Monthly parent meetings in each classroom engage parents with the classroom curriculum. Quarterly program-wide all-parent meetings offer data dialogue, training and support in diverse topics related to child development and engage the family in their child's education. Parents engage in reflective inquiry sessions to review and analyze data and set goals to improve outcomes for children and families. An interdisciplinary work group examines the rigor and outcomes of curricula implementation using a curriculum

mapping tool and lesson planning rubric.

e. Not Applicable – Clayton Early Learning does not currently serve AIAN children.

7. Health

Clayton Early Learning takes a holistic approach to every child's well-being by offering comprehensive health, mental health, and nutrition services. Through partnerships with community agencies and consulting with a variety of parent driven workgroups and initiatives, we have developed health services that meet the needs of every child and family developmentally, culturally, and linguistically to lay the foundation for school readiness.

Clayton Early Learning has a Nutrition, Health, and Wellness Specialist that is responsible for overseeing Health and Nutrition services. Through the guidance and support of Community Health and Nutrition Consultants and the onsite Health team the daily needs of children and families are addressed to ensure appropriate and timely well child checks, dental, hearing, and vision screenings, follow-up, and referral support.

Within 45 days of enrollment, all children entering Clayton Early Learning Head Start receive hearing and vision screenings. Within 90 days of children's enrollment, Clayton Early Learning ensures children have an ongoing source of medical and dental care and are up to date on all primary and preventative health care (well child visits and immunizations). Clayton Early Learning connects families to geographically proximate Denver Health School-Based Health Clinics. These clinics can serve 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. 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. A Denver Health enrollment van supports families in enrolling, re-enrolling, renewing, and obtaining their enrollment status for CHIP+ (the CHIP program in Colorado) and Medicaid coverage.

Onsite dental screenings are provided to children by Children's Hospital Pediatric Dentistry. Onsite Hearing and Vision screenings are provided to children by the Marian Downs Center for Hearing Speech and Language and Denver Health.

Through a partnership with Denver Health, Women, Infants and Children (WIC) program, a dietician provides

onsite nutritional support to families, children and staff. Children with special dietary needs are identified with a nutrition history as part of the enrollment process. The dietician develops parent educational materials and provides training to program staff on nutritional concerns (obesity, underweight, and anemia). Clayton Early Learning is the first school in Colorado to offer WIC appointments on site to better meet the needs and schedules of working families. Clayton Early Learning will also be the pilot site for the new debit card system that will replace checks given to families that qualify for WIC benefits. This will allow families to use part of their allocated funds for food, formula, and diapers when needed and be able to save whatever is not needed to use at a later date in the month. Parents and staff participate in cooking classes for healthy eating through Cooking Matters and engage in campus and community wellness activities to expand their health and nutrition knowledge. Examples include campus farmers' markets, gardening, resource fairs, wellness days and 5K walks.

The Clayton Early Learning Head Start food program meets or exceeds the USDA Child and Adult Care Food Program (CACFP) guidelines. A nutrition team (including a trained chef) prepare nutritious meals and snacks from natural ingredients, primarily plant-based, to minimize the intake of processed foods. Meals are served family-style with the teacher participating. The provided meals supply one-half to two-thirds of a child's daily nutrition needs. Clayton Early Learning sends an annual survey to parents and staff requesting feedback on the food program. Program enhancements and menu changes are made based on the feedback received. To maintain a high level of quality in its food program, Clayton Early Learning receives independent monitoring three times throughout the year.

A Health Services Advisory Committee comprised of staff, a nurse, a physician's assistant, a dental assistant, a speech language pathologist, and a state child health representative meets quarterly to review and support implementation of health practices. Members of this team also meet regularly with CFEs to provide resources and referrals that support families' health and well-being. Clayton Early Learning partners contracts with additional health providers as needed.

Clayton Early Learning contracts with the Denver Health School Based Mental Health team to provide Mental Health consultative services for our Head Start program. Monthly Early Intervention (EI) meetings are conducted with each classroom to discuss individual children and their development, and classroom challenges and needs.

These meetings provide the opportunity for mental health consultants to offer suggestions, ideas and strategies to the teacher and CFE who works with the families. The EI team includes our service providers, and our licensed early childhood mental health consultants (ECMHC), who visit classrooms on a weekly basis. For additional mental health & wellness support teachers can request classroom level consultation, and parents can request individual child or parent consultation. ECMHCs provide referrals for child and family therapy as requested. Additionally, Clayton contracts with Denver Children’s Advocacy Center to provide bilingual licensed mental health services to families. Families can sign up for individual or couple therapy sessions with our Family Liaison. The Family Liaison also supports families navigate additional mental health resources in the community. Our Inclusion Coordinator facilitates Positive Behavior Support (PBS) plan creation as needed, and includes family members, teachers, and Child Family Educator and Educational Coach, so we can understand the child’s strengths and needs from multiple perspectives, and make a plan for consistent support of individual children. We integrate Conscious Discipline, our social-emotional curriculum (please refer to Section 6.a.), and Touchpoints into both EI and PBS meetings.

Health and safety are primary considerations in child care settings because young children are vulnerable to experiences that may negatively impact their overall well-being. Clayton Early Learning implements policies related to creating and maintaining a safe environment (e.g. medication administration and storage, admission and readmission after illness, injury prevention, evaluating the safety of play equipment) to meet HSPPS as well as state licensing requirements. The needs of children with specific health issues (asthma, seizures, allergic reactions, etc.) are met through individualized health plans developed in partnership with the child’s parents and medical providers.

Health outcomes remained strong for Clayton Early Learning families in 2017. Data indicate that 100 percent of Head Start children had a health insurance and a medical home. Nearly all (99.4 percent) children were up to date on well child visits and received dental exams; 91 percent of Clayton children were at a healthyweight

8. Family and Community Engagement

a. Program strategies for building trusting and respectful relationships with families. Clayton Early Learning provides an inclusive setting that seeks to honor and respect the culture, beliefs, and traditions of all children and families. We offer special events and learning opportunities throughout the year that offer parents

and caregivers a variety of ways to connect with their Clayton school community. Informal and routine activities enable parents and staff to learn from one another, enhance their skills, and build social capital. Parents participating in Parent Committee meetings lead the planning for family events and meetings and review participant feedback to guide future planning. The program places an intentional focus on fully engaging all parental figures (e.g. males, grandparents and other paternal relationships). We employ bilingual and bicultural staff. Key program resources and communications (e.g. Family Handbook, Transition to Kindergarten video series) are available in English and Spanish. Program leadership strives to recognize and build on the unique strengths, values, and goals of children, families, and staff in all aspects of the program. Staff and families are encouraged to celebrate and honor diversity through sharing cultural experiences, worldviews, and traditions.

b. Engagement activities that support parent-child relationships, child development, family literacy and language development. We support Head Start families in creating a learning environment at home that builds on classroom learning and have many opportunities for ongoing engagement in their child's education. In addition to the activities and supports described in Section 6.d., we offer on-site parent support groups and parenting classes, including 10 Steps to Positive Discipline, in English and Spanish. We also provided Conscious Discipline Parenting workshops for the past three years that were well attended. Dialogic Reading trainings are offered to families at least quarterly. Our Fatherhood Committee and Family Engagement Team offer a wide range of activities throughout the school year that celebrate and honor all families in their critical role as a child's most important teacher. We encourage participation through incentives and supports that include transportation and child care services. Programming is driven by parent interest and efforts are made to engage parents in planning activities and leadership roles. The Family Resource Library offers families access to two computers with internet, as well as books, resources and games.

School Readiness Goals are shared and discussed at Parent Meetings, Parent Committee and Policy Committee. We partner with Denver Public Schools to explore promising practices to align philosophical approaches and enhance transitions into elementary school and engage families.

Each CFE at Clayton Early Learning works with up to 32 families and plans monthly contacts with each

family. During monthly parent meetings and semi-yearly Parent-Teacher conferences, all parents receive individualized home-school activities to support their child's development while building on individual interests and family strengths. These activities are comprehensive, cross all domains and support the parent as the primary educator of their child.

Classroom and home-based teams develop a body of evidence for each child that is used to assess the child's development and share results with parents to inform mutual goal setting. Twice per year, teachers, CFEs and families meet to review ICCP goals assess progress and identify needs and supports. Home visitation staff host 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.

The Family Engagement team includes several members who are bilingual in Spanish/English as well as other languages. Efforts are made to translate materials shared with families into their home language. CFEs explore community resources to provide translation and interpretation support for other languages if a family needs it. Dialogic Reading workshops are offered to families throughout the program year and encourage families to read in their home language. Books are often distributed to families at family meetings and events to build a home library. Families who have a desire to become proficient in English are connected to English as a Second Language classes in the community.

c. Research-based parenting curriculum. Conscious Discipline Parent Education Curriculum is aligned with the Head Start Parent, Family and Community Engagement framework (PFCE framework). The Conscious Discipline Parent Education Curriculum brings the strength of the Conscious Discipline methodology to parent programs, systematically teaching the perceptual shift that allows adults to interpret the need behind children's behavior more accurately. It then provides foundational skills so adults can problem-solve and implement effective solutions. In this way, the Conscious Discipline Parent Education Curriculum meets families where they are, empowering all families to experience increased success.

d. Program strategies for family partnership services. CFEs work with families to provide case management services, complete with resource and referral, advocacy, community networking, and opportunities for parents to develop parenting and other skills. CFEs build rapport with parents to address the educational needs of the child

and any family needs that may be hindering the family's progress. The Family Partnership Agreement (FPA) is the primary tool for coordinating comprehensive family development services. CFEs conduct parent interviews that includes in-depth questions regarding families' hopes, concerns about their community, engagement in education and understanding of child development. The program also administers a Family Strengths Assessment to identify strengths and needs for each family. Individual FPAs are created based upon information compiled from these tools.

The Family Engagement Team develops an annual Family Engagement Plan using the results of annual parent surveys and parent feedback to CFEs as well as referrals, family strengths assessment, demographic and family partnership data. The Plan identifies the relevant PFCE framework goals for each activity in the plan. The plan is comprehensive and includes parent meetings, special events, home visits, family partnership agreements, family assessments, data collection and review, Parent Committee meetings, Policy Committee meetings, parent workshops and fatherhood activities.

The Family Engagement activities are monitored through a database tracks home visits, referrals and family partnership agreements. The database allows staff to view information by caseloads or in aggregate. Parent Interview data is compiled and available by program option for further review and dialogue to support practice. Parent interview data and family partnership data are cross-referenced against school readiness goals. Interdisciplinary teams review and discuss these data in monthly meetings to plan future classroom and family activities. Individual family data is used to connect families to needed services, supporting positive outcomes for families while enhancing community collaborations. Family Engagement coaches work with CFEs monthly to review this information to enhance practices for supporting family success.

e. Examples of community partnerships. Clayton Early Learning works with more than 40 partner agencies and organizations to provide comprehensive services to Head Start children and families. Examples of key partnerships follow. Clayton Early Learning has worked with Parent Possible to bring Vroom to families. Vroom is a set of tools and resources from the Bezos Family Foundation designed to inspire families to turn everyday moments into "brain building moments" by layering activities that are essential to healthy brain development onto existing routines. Vroom was developed with input from early childhood experts, neuroscientists, parents, and

community leaders, as well as the Center on the Developing Child at Harvard University. Other community partnerships that support families and children are Denver CCAP, Denver Preschool Program and Colorado Preschool Program. Family Engagement team members work closely with Denver Public Schools Office of Choice Enrollment and Family and Community Engagement to support families with transition to kindergarten; Denver Food Rescue to provide weekly food distributions and emergency food to families; Denver Inner City Parish Totes for Hope Program to provide totes filled with enough food to last families through the weekend; Denver RTD to provide bus tokens to families; and Upstream Impact to provide career development for families.

9. Services for Children with Disabilities

a. Ensuring full participation. Clayton Early Learning recruits children with suspected or previously diagnosed disabilities through its regular recruitment processes and through linkages with Rocky Mountain Human Services and Child Find (Part C Agency) and Sewall Child Development Center. Through DGKHS, Clayton Early Learning collaborates with the Sewall Child Development Center to identify and coordinate efforts to serve children with special needs in program classrooms. This collaboration promotes a family-friendly system in service delivery by using Sewall's on-site team for coordination of services.

b. Meeting individualized needs. To ensure prompt identification of children in need of a diagnostic evaluation, the process begins with screening each child within 45 days of enrollment. The Inclusion Coordinator and members of the Early Intervention team meet with the parents in a transdisciplinary Family Meeting to provide feedback on the observations and to determine if further assessment is advisable. If the team recommends additional testing and if the parents provide their permission in writing, Sewall conducts the evaluation for English and Spanish speaking children. Testing for children of other languages is conducted by the Multi-lingual Assessment Screening Team from Denver Public Schools.

After the evaluation, an Individualized Education Plan (IEP) determination meeting is scheduled with the parents, the child's teacher, the CFE, the Inclusion Coordinator, a representative from the LEA, and evaluators. An IEP is a written plan that ensures parents and professionals jointly determine the goals for each child's development and the services to be provided. The IEP is implemented as soon as possible. In cases where a child enters the program with a pre-existing IEP is implemented within a month. Families are fully informed and engaged in the process from

assessment to development of the IEP through regular reviews of the child's development and transition into Kindergarten.

Services are coordinated through Sewall and delivered either on site or in the home. The Sewall therapists that serve each child's IEP write progress notes after each visit with the child and store the notes in a locked cabinet in the classroom. This document provides teachers and parents with more detailed information on each child's progress and next steps. Three times a year, parents receive formal progress notes as well. The Early Intervention Team provides training and mentoring for teachers in how to better serve children with special needs both prior to identification and after IEPs are in place. When children move from a 0-3 Individual Family Service Plan into a preschool setting, the LEA provides screening, evaluation, IEP determination meeting, and placement services for the child and family. Clayton Early Learning also hosts an Early Intervention collaborative meeting quarterly to review and improve services to children with IFSP's/IEP's.

10. Transition

a-b. Transitions from Early Head Start and to from Head Start to kindergarten. Transitions are guided by a formal interdisciplinary process characterized by collaboration between families and staff. The transition process includes strategies to prepare families to engage in and advocate for the education and development of their child. Clayton Early Learning staff begin to prepare families for the transition to kindergarten a full year in advance. Staff provide developmental guidance and written materials to families to preschool families about kindergarten and school of choice options. Transition activities include hosting "School of Choice" events to inform parents about options for kindergarten and support them in identifying a school that best meets their needs and sharing of student growth data from Teaching Strategies GOLD© between preschool and kindergarten teachers. CFEs help parents complete enrollment packets and school of choice applications (along with any other eligibility forms) and facilitate visits to schools as requested by parents. Well-defined transition processes are also in place for children who are not attending preschool or kindergarten and those who are receiving early intervention services. Transitions involving children with special needs and accommodations (IFSP, IEP, Behavior Plans, and/or health & nutrition plans) receive additional transition support for eligibility determination. Children and families who have transitioned from Clayton to kindergarten and other primary school grades are invited to stay connected with the Clayton Community through

our alumni program. We encourage parents and caregivers who are interested to support other transitioning families.

c. Transitions between programs. In the event that a transition between program options or classrooms is necessary, the coach, CFE, teacher and parent work together to develop a transition process that will meet each individual child's needs.

11. Services to Enrolled Pregnant Women

Not Applicable

12. Transportation

a. Level of need for child transportation services. Clayton Early Learning is conveniently located within the neighborhoods it serves. This geographic alignment enables most families to transport their children to school. The school is located on a main thoroughfare and close to public transportation.

b. Meeting families' transportation needs. For parents commuting from outlying areas, the program provides support to identify and secure transportation resources as needed. The home-based and community collaboration options serve families for whom commuting or transportation to the school is a barrier. CFEs travel weekly to the homes of families enrolled in the Home-Based program option. Transportation is provided for socializations, field trips, screenings, and program events.

C. Governance, Organizational, and Management Structures

1. Governance

Structure. **a.** Among our distinguished Board of Trustee (governing board) members, Curt Reimann, Sarah Gustashaw, Sean McCrory, Jason Romero and Meyer Saltzman have expertise in fiscal management or accounting; Hilary Gustave, Jodi Litfin, Ann Mercer, Jesse Ogas and Meg Tomcho have expertise in early childhood education and development; and Andrew Meyer is a licensed attorney familiar with program governance issues in the governing body. **b.** The Board of Trustees includes community leaders and volunteers, representatives of local community-based agencies and nonprofits, a foundation representative, and a pediatrician. Princess Mack is a former Head Start parent, Chair of the Program Committee and is the Board liaison to the Policy Committee. The chair of the Head Start Policy Committee sits on the Board's Program Committee. **c.** Clayton Early Learning

maintains a Policy Committee comprised primarily of parents and caregivers from each program option who are elected by their peers. The Policy Committee empowers parents and caregivers as advocates for their children who have an active voice in policy making and program decisions at Clayton. Detailed responsibilities are provided below.

Processes. ***Governing Body.*** **a.** The Program Committee of the Board receives regular and relevant data and program information to inform their ongoing decision-making (strategic planning and needs assessment; recruitment, section and enrollment; applications for funding; agency policies; self-assessment; annual operating budget and financial audit; personnel policies and procedures; Policy Committee bylaws and selection procedures; throughout the year according to a published schedule. Program leadership provides additional context and responds to questions. Governing body bylaws, written standards of conduct, and well-established procedures for all aspects of the board's operations provide structure for the board's operations and deliberations. The Program Committee of the Board maintains effective oversight through active engagement in reviewing and approving major program policies and considering program data and resulting program refinements and improvements. Clayton Early Learning contracts for an annual organizational audit, including a Single Audit (under IRS Circular A-133) for major Federal programs and applies Board-approved fiscal policies and procedures for all Federal and audit reporting and tracking requirements. Auditors' reports continue to contain an unqualified opinion. The financial performance of the program was highlighted in a recent Risk Management Meeting with the Office of Head Start Regional Office. **b.** When the Board of Trustees charges advisory committees to study or address specific aspects of program governance, the Board maintains final approval of recommendations made by these advisory bodies.

Policy Committee. **c.** The Clayton Early Learning Policy Committee oversees the Head Start program, advancing Clayton's vision and mission of delivering high quality comprehensive services to children and families.

The Policy Committee's responsibilities include:

- General planning and administrative responsibility in accordance with the HSPPS
- Initiating suggestions and ideas related to the program and program operations
- Reviewing program outcomes and financial information on a monthly basis
- Providing ongoing support to carry out the mission of the program

- Serving as a HIPPY advisory committee

The committee is comprised of nine representatives and two parent alternates. Eight are parents of children presently enrolled in Head Start program and one is a community representative. The committee meets monthly. The elected chairperson of the Policy Committee is responsible for the agenda for all meetings and for overseeing all election processes. The chair of the Policy Committee, the chair of the Policy Council (responsible for oversight of Clayton Early Learning's Early Head Start program), and program management meet regularly to discuss agenda, governance responsibilities, and program issues. Clayton Early Learning provides translation services, childcare, transportation, and meals at parent committee and Policy Committee meetings to encourage participation.

Parent Committees. d. At the beginning of each year, Clayton Early Learning establishes a parent committee comprised of the families of currently enrolled children. During enrollment, parents are informed of the opportunity to participate in the committee as well as the process for elections to the policy committee and other leadership opportunities. e. The parent committee meets monthly with staff representatives present. The Policy Committee Chair communicates updates to Parent Committee at each meeting. The responsibilities of the parent committee include:

- Advise staff in developing and implementing program policies and activities to ensure they meet the needs of children and families;
- Communicate parent committee updates with the policy committee; and
- As requested, participate in the recruitment and selection of employees.

Relationships. a. Training for the governance representatives includes several formal and informal training sessions along with written manuals (handbooks and notebooks). The program integrates a mix of ongoing training and data dialogue to support governance development. An annual training plan outlines specific content. Members also participate in conferences and workshops related to early childhood education in accordance with a conference/travel policy.

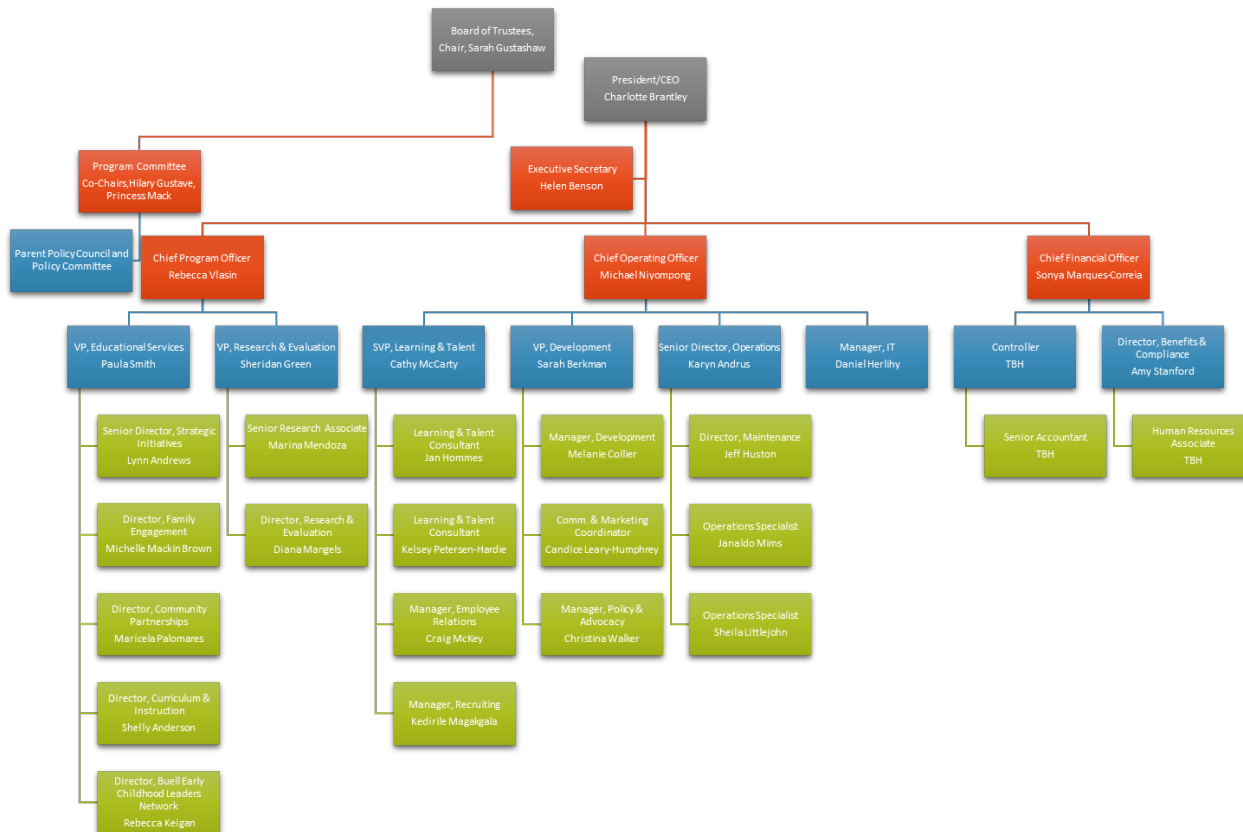
b. The Board of Trustees has adopted and periodically update written standards of conduct that establish standards and formal procedures for disclosing, and addressing and resolving any conflict of interest, or appearance of a conflict of interest and complaints, including investigations, when appropriate. c. Clayton Early Learning promotes

meaningful engagement and collaboration on the part of governance members as a key strategy in providing the strongest Head Start program possible. These values are reflected in organizational and board/council culture, written procedures, training practices, informal processes, communication styles and interactions with executive leadership.

2. Human Resources Management

a. Figure 4 shows the current **organizational chart** and identifies the management team and staff structure. Head Start programming at Clayton Early Learning is led by Paula Smith, Vice President of Educational Services. Ms. Smith's credentials and depth of experience in bridging research and high quality practice combine with her proven success in carrying out the complex role of the Head Start Director to position her well for this role. Educational Services teams that report to Paula Smith are led by Michelle Mackin Brown, Director, Family Engagement (overseeing EHS/HS family support services); Shelly Anderson, Director, Curriculum & Instruction (overseeing EHS/HS educational services); Maricela Palomares, Director, Community Partnerships (overseeing EHS/HS comprehensive services and directing the EHS-CCP project); Lynn Andrews, Senior Director, Strategic Initiatives (overseeing external Professional Development and Coaching services); and Wendy Allen, Director, Buell Early Childhood Leaders Program (overseeing the leadership program and network activities). Dr. Sheridan Green serves as Vice President, Research & Evaluation. Sheridan has worked with Clayton as an employee or partner for over a decade. She led the Research and Evaluation Agenda for Clayton Early Learning for the last three years.

Figure 4: Clayton Early Learning Head Start Organizational Chart

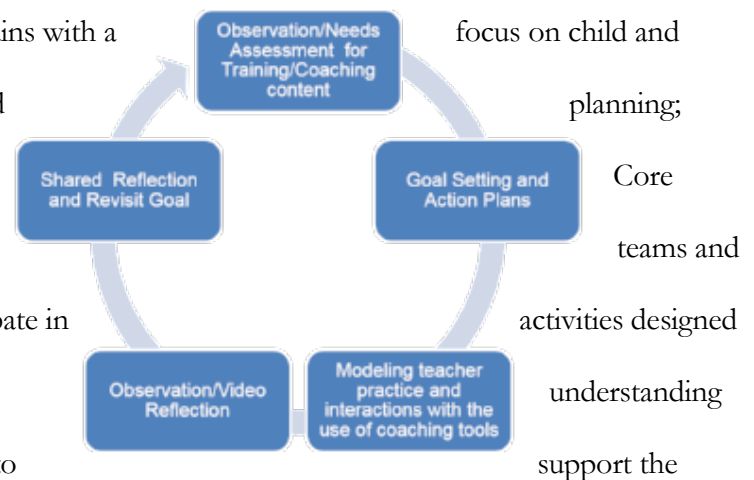


b. Criminal background checks. Formal reference checks are conducted and approved prior to an offer of employment being made. Post offer, newly hired staff complete an authorization for background checks prior to formal onboarding with Clayton Early Learning. Human Resources ensures a criminal background check is received prior to a new employee’s start date, new employees’ public arrest records are checked through the State of Colorado with immediate results received from the state database. A National Sex Offender Registry search is also completed prior to an employees’ start date with immediate results received from the national database. Additionally, employees are fingerprinted with those fingerprints processed through both the CBI, FBI and state child abuse database systems. Human Resources promptly addresses any issues discovered through these processes. Placement organizations, direct service contractors, and consultants with whom we work complete or affirm appropriate criminal background checks as a contractual requirement.

c. Orientations. New Employee onboarding consists of a series of formal training and self-paced learning experiences over the course of a one week that address organization mission and culture, regulatory requirements, standards of practice and required content area knowledge. Each new staff member receives a follow-up department-specific orientation checklist to guide additional orientation over a three-month period. Learning & Talent Mentors meet with new employees biweekly for the first 90 days to follow up on the orientation process, answer questions and reflect on the work. Clayton Early Learning outlines expectations for work, job performance and conduct in documents including the Employee Handbook, Standard Operating Procedures, Head Start Performance Standards and the NAEYC Code of Ethical Conduct. Executive or program staff orient consultants and volunteers to aspects of the program and program operations that are relevant to their association or scope of work with the program and supervise or monitor their work.

d. Key features of staff training and professional development. Program staff annually develop a professional development plan that incorporates training needs, formal education goals and timelines for achievement. Embedded professional learning in the form of weekly coaching and reflective supervision assist staff members to meet their goals. Additional supports include onsite career advising, tuition and book reimbursement.

Program staff receive training in relevant service domains with a focus on child and family development; language and literacy, curriculum and intervention strategies; health and mental health issues. Core competencies align expectations across interdisciplinary teams and inform professional development plans. Staff also participate in activities designed to expand their cultural proficiency and to build their understanding of healthy attachments and strong, positive relationships to support the social-emotional and cognitive development of young children. Staff enhance their skills by attending monthly lunch and learn trainings and reflective practice groups. Management staff participate in coaching, reflective supervision and leadership training.



Embedded professional development is a critical component of quality early childhood education. Not only does coaching protect time for teachers to engage in observation, reflection and goal setting with their coach, it promotes

employee satisfaction and growth while providing opportunities for educators to explore new teaching strategies and implement innovative practices. The result is excellence in practice and service for young children and their families.

Specialized Curriculum & Instruction staff called *mentor coaches* support a caseload of three or four teaching teams. The role of a mentor coach is to provide direct supervision of lead teachers and to ensure that all team members are setting and working toward meaningful goals and effectively elevate their teaching practice. Coaches meet with teachers both individually and in team settings on a weekly basis, structuring their time to engage in specific, proven content areas.

Coaches and teachers are collaborative partners with a shared understanding of the roles, goals and expectations critical to a successful coaching relationship. Coaches model transparency, communication and accountability while providing teachers with resources, expertise, authentic professional observation as well as supportive and constructive feedback.

A certified pre and post CLASS observation is conducted each year to assess quality of instruction. Teachers and their supervisors apply information from the CLASS Assessment to inform individual professional development goals. Practice-based coaching focuses on the behavior marker or teaching strategy the teacher has chosen to develop or strengthen. Clayton Early Learning partners with Southwest Human Development in Arizona to help Head Start teachers improve their practice, thereby increasing scores in the CLASS Domain of Instructional Support. As part of this project, which includes other Educare sites in Maine, Milwaukee, and Phoenix, Clayton staff offer classroom teachers targeted coaching. Each classroom and/or teachers receives two coaching visits per month throughout the year with at least one hour of observation in the classroom at each visit as part of a coaching cycle of modeling, observing, providing feedback, reflecting with the teacher, and planning for the next session. Using this model, the CLASS scores in the Instructional Support Domain for participating Clayton teachers in 2016-17 increased by an average of 1.69 points

Technology training is integrated into the new employee orientation and staff receive support to complete a 5-year technology plan based on Head Start's 20 *Technology Skills Every Educator Should Have*. Technology tools including electronic devices (such as iPads and laptops, web-supported databases such as DECA, COPA and GOLD© and

hardware such as connected mobile devices) improve productivity, data analysis and documentation. Our collaboration with University of Colorado-Denver and the Buell Foundation provides a one-of-a-kind opportunity for early childhood education professionals to participate in an in-depth Early Childhood Leadership program, providing graduate level credit and tuition at no charge.

3. Program Management and Quality Improvement

a. Oversight and assessment of progress toward program goals. As shown in Figure 1, Clayton Early Learning considers child assessment and other program data to create annual program goals, professional development plans, and identify resource needs as well as to track its progress toward meeting goals and intended impacts. Interdisciplinary teams (comprised of educators, family support staff, early interventionists, researchers and policy analysts) meet regularly to analyze the data collected, identify trends, explore issues, and note strengths and gaps in services.

Clayton Early Learning uses a comprehensive, customized database solution called Child Outcomes, Planning and Administration (COPA). This web-based software allows appropriate program staff to access child, family, and program information for the purpose of ongoing monitoring and evaluation. COPA supports the program in monitoring all areas of the HSPPS. The Clayton Early Learning management team maintains the validity and reliability of the information system and upgrades the system to meet evolving needs. Written policies and procedures ensure confidentiality and security of all data and funds related to children, families, and staff.

b. Features of continuous improvement process and system. Using data for continuous improvement requires recognition of the value of data, the commitment and opportunity to learn about the meaning of data, and systems for sharing data. Implementation fidelity, validity and reliability of all assessment tools is monitored and maintained through a careful process of orientation, training, monitoring and auditing of the data associated with each staff member utilizing the tool. Research and evaluation team members attend policy council meeting twice a year to share program data. Data utilization team meets twice a year with teaching teams to share results of data collection. Program leaders and specialist were trained by COPA trainer to more efficiently use the data system for tracking and monitoring comprehensive child and family services.

With a grant from Gary Community Investments, Clayton Early Learning is developing a new technology solution to expand staff access to real-time, comprehensive child and family data. The electronic data dashboard will allow 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. Clayton Early Learning completed its tenth 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.

c. Management of budget and staffing, including sufficient time for professional development and provision of full range of services. The executive management team prepares the annual budget with input from program staff, fiscal staff, and the Policy Committee and makes regular reports to the FIRE Committee of the Board and Policy Committee on program expenditures. Professional development is a cultural imperative of Clayton Early Learning and includes two weeks of pre-service training and monthly training days. As noted above, new staff receive one week of intensive orientation and onboarding.

Section II. Budget and Budget Justification Clayton Early Learning is requesting \$1,261,445 for FY 2018-19; \$1,255,693 in base grant funding and \$5,752 in training and technical assistance funding to serve 201 Head Start children and families in a variety of options based on community need. Clayton will provide non-federal matching funds in the amount of \$315,361 as required in the application.

Budget Methodology. Clayton Early Learning has identified certain operating expenses specifically aligned with the Head Start Program initiatives. The budget and narrative is summarized into four key budget categories including, Personnel, Fringe Benefits, Contractual and Other. Personnel costs include 25 teachers and support staff, both full time and part time, and an allocation for fringe benefits at 26% of salaries. The Contractual category includes outsourced services such as nutrition and health and consultation services for families not provided by Clayton staff. Also included are expenses for on-call temporary staffing and a contract with Early Success Academy to assist 15 children under the grant agreement. The Other budget category includes other indirect operating expenses for maintaining the classrooms including, commercial

insurance, building and maintenance and information technology and network support expenses. Clayton is able to provide non-federal match resources as itemized in the budget (Table 5) calculated at 25% of the program budget.

Financial Management. Clayton Early Learning demonstrates financial stewardship by adhering to sound accounting standards and principles and internal controls. Fiscal reports are reviewed on a regular basis by staff, the governing body, and the Finance, Investment and Real Estate Committee. An annual audit under OMB A-133 is conducted by an independent auditor. The fiscal department, under the direction of the Chief Financial Officer, follows policies and operating procedures as set forth by the Office of Head Start, the Office of Management and Budget and the Board of Trustees. Services provided include accounting and budgeting support, grants and asset management, payroll and financial statement reporting. These services are used to help meet the required non-federal match and are itemized in the budget as “Clayton in-kind services”. The detailed budget and budget narrative is summarized in Table 5. Also included is a summary of Non-Federal Match resources.

FY 2018 -19 Budget and Narrative

	Head Start	Other Program Income	T&TA	Narrative
Operating Revenue				
Early Childhood Education – Denver Public Schools		\$220,000		
Denver Preschool Program		\$235,000		
Colorado Preschool Program		\$220,000		
HS Federal Grant	\$1,255,693			
HS Training T&TA	\$5,752			
Total Revenue	\$1,261,445			
Expenditures				
a. Personnel	\$778,875			A total of 25 teachers and support staff, both full time and part time are included in the budget
b. Fringe Benefits	\$202,508			A fringe rate of 26.0% of salaries and wages is used to cover employee benefits including health, dental, life insurance; short and long- term disability insurance; worker's compensation; federal and state unemployment; FICA; and 401(K) Employer Match
f. Contractual				
Temporary Employee Services	\$11,000			On-call teachers to provide substitute services
Health/Disabilities Services	\$35,000			Consultation services including nutrition and health through Denver Health & Hospitals, Children's Hospital; disability and mental health through Denver Children's Advocacy Center
Community Contracts	\$75,000			15 preschool slots at Early success Academy
h. OTHER				
Local Travel	\$6,310			Staff mileage reimbursement at the IRS approved rate.

Insurance	\$10,000			Commercial liability insurance including property, liability, umbrella, employee dishonesty, student accident and D&O
IT Expenses	\$62,000			Computer licenses; network/hardware/software purchases; IT support; website development and network systems maintenance
Building Maintenance & facilities	\$75,000			Maintenance and repair including carpet and window cleaning; sewer repair; commercial equipment and HVAC repairs, inspections and exterminating expenses
Training & Staff Development			\$5,752	Training expenses
Total Expenditures	\$1,255,693			
T&TA Training	\$5,752			
Total Expenditures	\$1,261,445			
Non-Federal Share				
Depreciation	\$95,000			32,800 square feet of classroom, office and storage space divided appropriately between EHS and HS
Clayton In-Kind Services	\$220,361			General and administrative personnel expenses including Accounting, Human Resources and Building and Grounds
Total Non-Federal Share	\$315,361			
% Non-Federal Share	25%			
Total Program Budget	<u>\$1,576,806</u>			

2017-18 Clayton Early Learning Staff Calendar

- Jul. 4: Independence Day
- Aug. 21–Sep 1: PD & Pre-Service; All Staff Return
- Aug. 31: Performance Appraisals Due to HR
- Aug. 31: 401(k) Quarterly Update Meeting
- Sept. 4: Labor Day
- Sept. 5: First Day of School and Play & Learn
- Sept. 9: Xcel Energy Day of Service
- Sept. 11: First Day of Home Visits
- Sept. 15: Moonbeam Harvest **EARLY SCHOOL CLOSURE at 3:00**
- Oct. 27: All Clayton Planning & Professional Development
- Nov. 20-21: Parent & Teacher Conferences
- Nov. 22: Planning Day
- Nov. 23-24: Thanksgiving Break
- Nov. 30: 401(k) Quarterly Update Meeting
- Dec. 8: Celebration of Culture **EARLY SCHOOL RELEASE at 3:00**
- Dec. 21: Winter Break **EARLY SCHOOL RELEASE AT 3:00**
- Dec. 22–Jan 5: Winter Break
- Jan. 15: Martin Luther King Day
- Feb. 2: All Clayton Planning & Professional Development
- Feb. 16 & 20: Teacher Home Visits
- Feb. 19: Presidents’ Day
- Mar. 2: 401(k) Quarterly Update Meeting
- Mar. 26–30: Spring Break
- Apr. 2: All Clayton Planning & Professional Development
- May 4: Last Day of Preschool Home-based Services
- May 11: Last Day for Preschool Home-based CFEs
- May 17-18: Parent & Teacher Conferences
- May 28: Memorial Day
- May 24: Last Day of Part-Day Services
- May 25: Last Day for Part-Day Teachers
- Jun. 1: Last Day for Part-Day CFEs

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October 2017 FD 21 PD 18

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November 2017 FD 17 PD 14

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December 2017 FD 15 PD 12

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January 2018 FD 16 PD 13

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February 2018 FD 16 PD 14

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March 2018 FD 17 PD 13

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April 2018 FD 20 PD 16

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May 2018 FD 20 PD 17

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27	28	29	30	31		

June 2018 FD 21 PD 01

S	M	T	W	T	F	S
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24	25	26	27	28	29	30

★ : Pay Dates in Red
 ★ : Timesheets Due in Blue
 # Class Days: Full Day (FD) 215; Part Day (PD) 129
★ : 45 Day and 90 Day Initial School Year Screenings
 □ : Special Dates
 : Policy Council
 : Parent Committee
 : School Break
 : Early Release - Schools
 : Clayton Closed
 : No Student Day
 : Clayton-wide PD
 (# All Clayton PD Days – 6)

DEFINITIONS: Schools = School-based, Home-based, Community-based Options, Play & Learn
 Early School Closure = Schools are closed early for children, families and staff
 Early School Release = Schools are closed early only for children & families, staff work as scheduled

Please be advised that changes to the calendar may occur during the 2017-2018 year.

FNE		Educare	
Vision/Hearing/Speech Screenings	Dental Screenings	Vision/Hearing/Speech Screenings	Dental Screenings
Aug. 3	Aug. 14	Aug. 1	Aug. 16
Sep. 7	Sept. 14	Sep. 5	Sept. 12
Sep. 11	Oct. 13	Sep. 6	Oct. 10
Oct. 17	Nov. 16	Oct. 18	Nov. 15
Nov. 28	Jan. 9	Nov. 30	Jan. 10
Dec. 19	Feb. 23	Dec. 20	Feb. 27
Feb. 6	Apr. 5	Feb. 1	Apr. 4
Mar. 19	May 29	Mar. 14	May 22
May 11	Jun. 19	May 8	Jun. 14
Jun. 26		Jun. 20	

GOLD Data Finalization Checkpoints	Pre and Post Screening Dates
Summer August 10	CESD/ASQ/ESI/DECA/ Family Strengths Assessment
Fall October 27	Fall Oct. 6 - 20
Winter February 2	CESD/ DECA/ Family Strengths Assessment
Spring May 11	Spring Apr. 10 - 24

Play & Learn Data Collection		
ASQs:	FNN Social Support Survey:	LENA Data Collection and Coaching:
Sep.	Pre - Upon enrollment	Intervention - Every other month based on enrollment
Dec.	Post - Upon exit	Comparison - every six months based on birthday
Mar.		

School Staff Events/Dates		First Aid/CPR Certification Training
Jul. 7	Make-Up HB Home Visits (EHS)	Jul. 27
Aug. 21	School Staff Return	Aug. 10
Aug. 21- Sept. 1	1 st Home Visits (School Families)	Aug. 17
Nov. 17	Make-Up HB Home Visits	Sep. 21
Nov. 20 & 21	1 st School Parent and Teacher Conferences HB Home Visits	Oct. 19
Dec. 1	Make-Up HB Home Visits	Nov. 16
Dec. 15	Supervisor File Audits	Dec. 14
Dec. 15	Make-Up HB Home Visits	Jan. 25
Jan. 19	Make-Up HB Home Visits	Feb. 22
Feb. 16 & 20	2 nd Home Visits (School Families)	Mar. 22
Feb. 23	Make-Up HB Home Visits	Apr. 19
Apr. 6	Make-Up HB Home Visits	May 31
May 4	Supervisor File Audits	
May 17 & 18	2 nd Parent and Teacher Conferences (School Families)	

Fall 2017 Data Collection Activities		Spring 2018 Data Collection Activities	
9/18	Start of Fall 2016 Data Collection	2/26	HIPPY: Start of Spring 2017 Data Collection
10/10	Parent Interviews Distributed to CFEs	3/5	ELN & FNE: Start of Spring 2017 Data Collection
11/1	Parent Interview Deadline	4/9	ELN & FNE: Parent Interviews
11/8 - 11/10	ELN & FNE: Data Sharing with CFEs	4/23 - 4/27	HIPPY: Data Sharing with CFEs
11/9 - 11/17	ELN & FNE: Data Sharing with Instructional Teams	4/27	ELN & FNE: Parent Interview Deadline
12/4 - 12/15	HIPPY: Data Sharing with CFEs	4/23 - 4/27	HIPPY: CFEs share data with families
12/4 - 12/15	HIPPY: CFEs share data with families	4/30 - 5/1	ELN & FNE: Data Sharing with CFEs
		5/7	Annual Staff Surveys Distributed via email
		5/7 - 5/16	ELN & FNE: Data Sharing with Instructional Teams
		5/25	Annual Staff Surveys Due

Exhibit D
 Denver Great Kids Head Start
 Program Year 22 Report

	Report Name and Description	Due Date	Who it goes to at the Delegate Agency	Who its turned into at Grantee Office
Enrollment and Attendance	<p><u>Enrollment and Attendance Report:</u> Fields required but not limited to the following: -Delegate Agency and Classroom numbers -Homebased enrollment if applicable -Enrollment number by eligibility category -Total monthly enrollment -Monthly Homeless/Foster Care -Monthly head start drops within 30 days -Daily attendance and absence totals</p> <p><u>Head Start Monthly Enrollment Roster:</u> -Child Name -DOB -Date of Enrollment -Home Address -Eligibility Date -Eligibility type -Program Options -DPS ID</p>	<p>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</p>	Family Service Coordinator	Family Service Director

Financial	<p><u>Variance Report;</u> 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.</p>	Last business day of each month for the previous month		Senior Financial Officer
	<p><u>USDA Reimbursement Report;</u> Report of reimbursement from USDA for Head Start Children only.</p>	Last Business day of October, January, April and July		
	<p><u>USDA / CACFP Compliance Review Report</u></p>	Within 30 days of receipt		
	<p><u>Administrative and Development Costs;</u> Report by category of all administrative and development costs.</p>	Last Business day of October, January, April and July		
	<p><u>Program Budget PY 21;</u> HSES upload of Program Year 21 budget.</p>	February 9, 2019		
	<p><u>Single Audit Report;</u> Single Audit Report including management letter and corrective actions if applicable</p>	Within four months of end of the prior fiscal budget period		
	<p><u>Inventory Report with Certification of Physical Inventory;</u> Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director.</p>	July 31, 2019		
	<p><u>Certificate of Insurance;</u> Accord Insurance form designating appropriate insurance coverage.</p>	May 30, 2019		

Exhibit D
 Denver Great Kids Head Start
 Program Year 22 Report

	Budget Projection; Month by month spending forecast by designated categories.	Last business day of each month for the previous month		
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Grantor Admin Reports for Delegate Agencies	Monitoring Reports/Plans; Action plans outlining strengths, recommendations and sections needed for improvement	Ongoing		
	Policy Council Minutes; Approved Policy Council minutes in English and Spanish	Last business day of month following meeting	Office Manager sends to Delegate Directors	

Education	Child Assessments; Child outcomes information submitted to TS GOLD must be submitted for all children and following the protocol and format that is required by Results Matters, CDE.	October 31 February 22 June 28	Can access in TSG-DGKHS access through State	
	CLASS Scores; All classrooms	December 15 May 15	Education Directors	School Readiness Director

Delegate Admin Reports for Grantee	Self-Assessment; Self-Assessment Plan, findings, analysis and action plans	January 31	Delegate Director	Executive Director and Office Manager
	Program Information Report (PIR); Draft of Annual ACF Report	August 15	Delegate Director	Executive Director and Office Manager
	Mid-Year PIR	January 15 April 15	Delegate Director	Executive Director And Office Manager
	Policy Council Delegate Report; Form to be provided by Grantee Family Services Director	5th day of every month, or following business day if it is a holiday	Delegate Director	Family Service Director and Office Manager
	Policy Committee/Council Members Rosters; Policy Committee/Council rosters and appointments to DGKHS Policy Council.	October 30 and When positions are replaced	Delegate Director	Family Services Director and Office Manager
	Policy Committee Minutes; Approved Policy Committee monthly minutes.	Last business day of the month following meeting	Delegate Director	Delegate Agency Liaison Catholic Charities: Chris Clayton: Lori DPS: Liane Family Star: Chris MHEL: Adella Sewall: Liane VOA: Adella
	Delegate Grant Application; For funding purposes	January 30	Delegate Director	Executive Director and Office Manager

Exhibit D
 Denver Great Kids Head Start
 Program Year 22 Report

	Personnel; Report of all Head Start staff, percentage/amount, salary/fringe, most recent performance evaluation date, criminal records check date, staff credentialing, staff training on eligibility, Governing Body and Policy Committee training on eligibility, Required licensing training for staff	Last business day of October, January, April and July	Delegate Director	Executive Director and Office Manager
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Family Services	Report content TBD			
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Exhibit E CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/22/2018

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

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

PRODUCER Flood and Peterson PO Box 578 Greeley CO 80632	CONTACT NAME: Katie Lebron-Frank, CISR PHONE (A/C, No. Ext): (970)266-7157 FAX (A/C, No): (970)330-1867 E-MAIL ADDRESS: KLebron-Frank@FloodPeterson.com														
INSURED Clayton Early Learning, Trustee George W. Clayton Trust 3801 Martin Luther King Blvd Denver CO 80205	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Insurance</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B: Pinnacol Assurance.</td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER C: Hanover Insurance Group</td> <td style="text-align: center;">22292</td> </tr> <tr> <td>INSURER D: Axis</td> <td style="text-align: center;">37273</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance	18058	INSURER B: Pinnacol Assurance.	41190	INSURER C: Hanover Insurance Group	22292	INSURER D: Axis	37273	INSURER E:		INSURER F:	
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INSURER C: Hanover Insurance Group	22292														
INSURER D: Axis	37273														
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: CL1762918516 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	PHPK1672153	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	PHPK1672153	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Med Pay \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	Y	PHUB588993	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	4058502	7/1/2017	7/1/2018	PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional			PHPK1672153	7/1/2017	7/1/2018	3,000,000
D	Student Accident			SDRC-50684-753	7/1/2017	7/1/2018	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City and County of Denver is included as Additional Insured (on General and Auto Liability) as required by written contract by only as respects to liability arising out of work performed by the named insured. The coverage is primary and non-Contributory to any other valid and/or collectible insurance to the fullest extent the law allows per policy terms and conditions. Package Policy Coverage contains #100,000 per occurrence/\$300,000 in aggregate coverage for sexual abuse/molestation. Waiver of Subrogation applies to General Liability, Auto and Workers' Compensation.

CERTIFICATE HOLDER SMarques-Correia@claytonea The City and County of Denver 201 W Colfax Ave, #1101 Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE K Lebron-Frank, CISR/
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Exhibit F



EXHIBIT F

CLAYTON EARLY LEARNING

Head Start Site Locations
FY 2018-19

<u>SITE</u>	<u>OPTION</u>	<u>CLASSROOM</u>
Clayton Early Learning Full-day Educare Denver 3751 Martin Luther King Blvd. Extended-day Denver, Co 80205	School-based	Room 123 Room 128 Full-day Room 140 Room 146 Full-day Room 166 Full-day Room 172 Extended-day Room 183 Extended-day Room 188 Full-day
	Home-based	Socialization Room
Early Success Acedemy full-day 4870 Chambers Road Denver, Co 80249	Center-based	Green Room

Exhibit G

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

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

period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

(c) *Determination of prevailing wages.*

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

If there is insufficient data available in the Denver metropolitan area to determine the rate of pay and the overtime and other benefits or should comparable classes of work not be performed within the Denver metropolitan area for each class of work covered by this section and not covered by the Davis-Bacon Act, the career service board shall refer to the Service Contract Labor Act of 1965, as amended (41 U.S.C. § 351 et seq.) to determine the rate of pay and the overtime and other benefits.

- (4) The office of human resources shall issue clarifications or interpretations of the prevailing wage, and shall provide the auditor any issued clarification or interpretation. If the auditor does not advise the executive director of human resources in writing that it disagrees with any issued clarification or interpretation within thirty (30) days, the clarification/interpretation shall be final. If the auditor advises the executive director of human resources in writing that it disagrees with the clarification or interpretation, then the auditor and the executive director of human

resources shall meet to resolve the conflict and, with approval of the career service board, the office of human resources shall issue a final agreed upon clarification or interpretation, or may withdraw the clarification or interpretation, as appropriate.

(d) *Mandatory contract provisions; enforcement.*

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

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

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

prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

- (4) The penalty shall be five thousand dollars (\$5,000.00) for a violation, plus one hundred dollars (\$100.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed three (3) or more other penalties within the previous three (3) years for failing to meet its prevailing wage obligations on separate contracts, unless those penalties were subsequently withdrawn or overturned.
- (5) The penalty shall be five hundred dollars (\$500.00) for each week, or portion thereof, for each week during which a contractor or subcontractor fails to furnish the auditor any certified payrolls where any worker, laborer or mechanic employed by the non-reporting contractor or subcontractor has performed any work under a contract subject to section (b), unless the failure of the contractor or subcontractor to furnish the auditor any certified payrolls was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor. This penalty shall not be imposed in conjunction with penalties imposed under sections (e)(2)—(4).
- (6) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each incident of false reporting on a certified payroll, not corrected within fifteen (15) days of the date the false report was brought to the attention of the contractor or subcontractor. A certified payroll shall be determined to be a false report when information related to hours worked or wages paid reported on a certified payroll is not identical to supportive documentation, including paychecks issued to employees, timecards maintained by contractors and subcontractors, invoices for work performed issued to contractors or the city, and tax documents. This penalty shall be imposed in addition to penalties imposed under sections (e)(2)—(5).
- (f) *Third party complaints.* Subject the provision of this section and any rules and regulations that may be issued by the auditor, a third party, including an employee of a contractor or subcontractor, may submit a complaint of a violation of this section to the auditor. The burden of demonstrating to the auditor's satisfaction that a violation has occurred or the rebuttable of such presumption rests with the third party making the complaint, and shall be demonstrated by a preponderance of the evidence. Any such complaint shall be made in writing to the auditor and shall include all information relied upon by such party. The auditor shall notify in writing any person alleged to have violated the section of such complaint. The auditor will investigate credible complaints and provide a response of its findings of any such complaint to both the complainant and the person who is identified as violating the section. Any determination by the auditor pursuant to this section is reviewable by the complained-of party, pursuant to subsection (g).
- (g) *Review.* Any determination of the auditor related to the imposition of prevailing wage, including determinations of applicable employment classifications and wages, determinations of underpayment or misreporting, and the imposition of penalties shall be reviewable as follows:
 - (1) Any person who disputes any determination made by or on behalf of the city pursuant to the authority of the auditor, which determination adversely affects such person, may petition the auditor for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.
 - (2) The auditor shall designate as a hearing officer a person retained by the city for that purpose.
 - (3) The petition for a hearing shall be in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the hearing officer. The hearing, if any, shall take place in the city, and notice thereof and the

proceedings shall otherwise be in accordance with rules and regulations issued by the auditor. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, nonjury cases in state district court.

- (4) Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order and may be reviewed under Rule 106(a)(4) of the state rules of civil procedure by the petitioner or by the city. A request for reconsideration of the determination may be made if filed with the hearing officer within fifteen (15) days of the date of determination, in which case the hearing officer shall review the record of the proceedings, and the determination shall be considered a final order upon the date the hearing officer rules on the request for reconsideration. The nonprevailing party shall be responsible for and shall pay the costs of the hearing, including the costs of the hearing officer and the hearing reporter.
- (5) The district court of the second judicial district of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) of the state rules of civil procedure.
- (6) Failure to pay outstanding penalties that are not pending appeal and are owed to the city pursuant to this section shall be grounds for suspension or revocation of any license issued by the city until fully paid.

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