



Request for Proposals:

DPP EVALUATION

DPP Program Evaluator RFP

Issued: April 5th, 2022

**Proposal Submission Deadline: May 27th, 2022 at 3:00
p.m. MT**

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SECTION I: GENERAL INFORMATION AND BACKGROUND

RFP Summary

The Denver Preschool Program (DPP) is soliciting professional services for a qualified organization to manage its Evaluation Program described in the sections below. DPP uses the Evaluation Program's evidence-based research to provide evidence and answers to our strategic mission on what drives quality, accessible and equitable preschool for Denver children

The awarded Evaluator(s) will execute an ongoing comprehensive Evaluation Program that enables DPP to reach our strategic goals, promote equity, provide a better mechanism for data driven decisions, and examine program impact and short- and long-term child outcomes, informed by the following DPP impact research questions

DPP Impact Research Questions

- What factors drive quality in early childhood education?
- What increases access to quality early childhood education for parents/guardians?
- What actions and programs lead to more equitable outcomes for Denver's early learners?
- What increases the ability of parents/guardians to have choice among quality early childhood education opportunities?
- What early childhood investments can best support positive child outcomes?

The awarded Evaluator(s) will encompass the guiding principles and values as identified in this document.

As a learning organization, DPP strives to be nimble and innovative in improving its programs. DPP is informed by its own data, the latest early learning research, policy changes, input from partner organizations and feedback from participating preschools, families and students themselves. DPP is interested in learning about the impact of its work in the community.

Purpose

This RFP provides prospective Evaluators with sufficient information to prepare and submit proposals for consideration to satisfy the need for expert assistance as outlined in this RFP.

All submissions will be treated equally and evaluated and scored accordingly.

Background

The Denver Preschool Program, initially approved by voters in November 2006 then renewed and expanded by voters in November 2014, provides Denver residents of 4-year-old children with a tuition credit for preschool and provides quality improvement supports participating preschool providers. There are approximately 260 licensed preschool providers that host approximately 750 DPP classrooms in the City and County of Denver and adjacent cities. Denver Preschool Program participants receive tuition credits on a sliding scale that is based on family income, household size, number of hours per week attending preschool and the quality rating of the chosen provider. The program is open and voluntary for all Denver 4-year-olds in their last year of preschool prior to kindergarten and includes all the licensed preschool providers that contract with DPP and agree to participate in a quality improvement system. Beginning in the

2021-2022 program year, DPP rolled out a pilot to also serve a limited number of 3-year-olds based on financial need. From 2007 through the 2020-2021 program year, the Denver Preschool Program has provided over \$150 million in tuition credits to families and approximately \$24 million in quality improvement funds to providers, has enrolled nearly 65,000 children, and currently serves nearly 5,000 children annually.

To show evidence that high-quality preschool programs is worth the investment, DPP looks at how well children progress in preschool, their preparedness for kindergarten, and how they perform throughout their K-12 education. In addition to focusing on child outcomes, DPP knows that focusing on indicators of diversity, equity and inclusion, high quality settings, the workforce and responding to the new challenges presented by COVID-19 are all important to a comprehensive evaluation program that can inform how DPP does its work.

Measuring progress in Preschool

Conducting assessments on a representative subset of DPP children near the start and end of their preschool year, DPP evaluator's assess how children progress in vocabulary, literacy, math, social-emotional development and executive function. Consistently, DPP children show progress from fall to spring at a faster rate than is typically expected for their age in various domains.

Assessing how children are ready for kindergarten

DPP has two research approaches to measuring how DPP's students are "ready for school". First is to use the small representative sample of preschoolers who have been assessed for vocabulary, literacy, math, social emotional development and executive functioning, and compare their assessment scores to national averages. DPP's results show that more DPP children score "ready for school" compared to their national peers in the spring before their kindergarten year. This is still true regardless of children's native language or economic background.

The second measurement of how well children are prepared for kindergarten is to use assessments from their kindergarten year. In this approach, DPP has a long standing partnership with Denver Public Schools to gather data from all DPP students and compare them to students who did not participate in DPP. Over a decade of data continuously demonstrates that the Denver Preschool Program has a positive and measurable impact on kindergarten readiness. In kindergarten, DPP children are more likely to read at grade level, have less chronic absences and less likely to be retained (Le et al., 2021).

Outcomes beyond kindergarten

Measuring outcomes beyond kindergarten is essential to understanding the long-term and intergenerational effects of participating in DPP. Long-term data is critically dependent on a partnership with Denver Public Schools. Through this partnership DPP is able to measure both academic and non-academic outcomes for DPP students. For instance, in addition to understanding reading scores in specific grades, this partnership also allows DPP to understand chronic absences, retention, entrance and exit in ESL, suspension and detention rates and many more indicators.

Ensuring that evaluation efforts help increase equity

Studies show families who have been displaced, are migrants or have low incomes can face specific barriers to preschool access such as cost, language, provider hours and locations,

transportation and the political environment. DPP will not be satisfied until access to high-quality preschool and preschool classrooms are equitable. Whether online, or in-person, families are coming back to school anticipating diversity, equity and inclusion to be part of the curriculum and that DPP will do the work with our preschool providers and evaluators to meet their expectations. DPP is several months into an 18-month process toward making the organization a better support system for Black, Brown and Indigenous families.

Understanding the role of high-quality preschool

In the last year DPP has focused on improving their evaluation to better demonstrate the relationship between high-quality preschool and kindergarten readiness. DPP is utilizing their existing design and available program level data to understand the role that quality has in understanding the short- and long-term outcomes of children.

Focusing on the providers and workforce

Concurrently, DPP is also reassessing preschool providers' needs; updating how providers can receive and can use quality improvement resources; awarding more scholarships to strengthen the early childhood education profession; engaging in personalized and culturally-affirming family outreach; expanding eligibility criteria to a limited number of 3-year-olds and sharing insights with more than 25 organizations that influence early childhood education at a local, regional, state and national level.

Responding in the times of COVID-19

DPP's purpose has been, and always will be, to make sure every child in Denver enters kindergarten ready to reach their full potential. Even during the unprecedented times that the COVID-19 pandemic has created. The COVID-19 pandemic changed where, when and how DPP offer high-quality early learning opportunities to all 4-year-olds in Denver. In 2019-2020 DPP explored distance learning and adapted attendance policies to meet public health needs. DPP waived its attendance policy from March to August 2020, as well as in December of 2020 during a statewide spike in COVID-19 cases. Additionally, to increase the availability and quality of virtual preschool options, DPP partnered with Denver Public Schools and other local ECE partners to launch the Distance Learning Task Force. Members of the task force developed a distance learning plan based on best practices in early childhood education that each preschool provider in the pilot could customize. Valuing our commitment to effective evaluation, DPP's survey results showed that both parents found value on DPP's distance learning pilot.

Using data to improve DPP

DPP proactively seeks feedback from participating preschools and parents to help enhance internal operations and better serve the public. DPP strives to keep the community informed, through reports, briefs and presentation to local representatives.

DPP is proud that its 10 years of data-driven success is being used to shape the adoption and improvement of government-funded early childhood education programs in the state and across the nation. When it comes to providing Denver's children with the best possible early childhood education, DPP uses data to adapt, learn and innovate their programming. When DPP studies the short- and long-term impacts of their programs, they leverage what they learn to make changes that strengthen programs and make them more impactful for providers and families.

DPP’s Student Community

The Denver Preschool Program provided tuition support to 4,019 children in the 2020-2021 school year. DPP’s student population is ethnically/racially and economically diverse. Eighty-three percent of students attended a high-quality preschool program.

DPP is now in its fifteenth program year and its fourteenth cohort year. DPP currently tracks outcome data for approximately 65, 000 students who attended a DPP preschool.

DPP Cohort Chart

Cohort	Program Years (September 1-August 31)													
	07-08	08-09	09-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21
0	PreK	K	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th
1*		PreK	K	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th
2			PreK	K	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th
3				PreK	K	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th
4					PreK	K	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th
5						PreK	K	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th
6							PreK	K	1 st	2 nd	3 rd	4 th	5 th	6 th
7								PreK	K	1 st	2 nd	3 rd	4 th	5 th
8									PreK	K	1 st	2 nd	3 rd	4 th
9										PreK	K	1 st	2 nd	3 rd
10											PreK	K	1 st	2 nd
11												PreK	K	1 st
12													PreK	K
13														PreK

*Child Outcomes Evaluation Cohorts started in the 08-09 program year

DPP’s student population in the 2020-2021 program year was 37% Hispanic, 37% White (not of Hispanic origin), 13% Black, and had small percentages of other ethnic groups. Economically, 31% of DPP’s students were in the lowest income tier, 22% in tier two, 12% in tier three, 5% in tier four, and 21% in tier five. Below is a table that tracks income tiers of DPP’s cohorts over time.

Tier (FPL)	2020-2021	2019-2020*	2018-2019	2018-2017
1 (>100)	31%	33%	32%	38%
2 (100-185)	22%	22%	20%	21%
3 (185-300)	18%	12%	12%	11%
4 (300-400)	5%	4%	5%	4%
5 (<400)	21%	19%	18%	18%

6 (opt out)	9%	10%	13%	8%
Note: *Does not include Rising 4’s Pilot participants				

DPP’s Provider Community

There are approximately 260 participating DPP sites (individual schools) across approximately 140 different providers (organizations – some providers operate multiple sites), which can be broken down into three main categories:

There are approximately 260 participating DPP providers, which can be broken down into three main categories:

- Denver Public Schools
 - 90 participating public schools serving approximately 3,000 DPP enrolled children
- Denver Community Programs
 - Located in the City and County of Denver (approximately 145 programs serving approximately 1,500 children).
- Non-Denver Community Programs
 - Located outside of the City and County of Denver (approximately 24 programs serving approximately 40 children).
 - Eligible to attend certain DPP professional development trainings.
 - Ineligible for direct QI funding support.

SECTION II: DPP’s Evaluation Core Values and Research Agenda

Strategic principles are the core statements providing focus and guidance for an organization and include vision, mission and core values. Denver Preschool Program strengthened its vision and mission as part of this planning process, and established a unifying set of core organizational values.

Candor—DPP is committed to receiving and sharing information regarding both successes and opportunities for growth, with a focus on continuous improvement.

Accountable—DPP is committed to being a good steward of public funds by achieving the highest standards through comprehensive, thorough, and accurate practices.

Bold—DPP is committed to responding and adapting the evolution of early learning best practices and is willing to take risks and try new innovative approaches.

Purposeful—DPP is committed to acting with intention. We measure the effectiveness of all areas of our work and we use those results to adapt and evolve in our practices.

Responsive—DPP works to ensure that evaluation investments are supporting the latest findings, movements and progression in the overall early childhood field.

Equitable- DPP is committed to making sure every child has a strong foundation for a successful future.

DPP Strategic Research Agenda

The Denver Preschool Program is a truly universal program — created to make high-quality preschool accessible to Denver children of all income levels and from every corner of the city. This requires evidence-based research that will advance its operations and practices. The strategic research agenda directs the focus of the evaluation program. The studies that result from the research agenda provides policymakers and practitioners with the guidance they need to improve access to high-quality affordable preschool.

DPP will collect, analyze and synthesize data utilizing an equity lens. Data-driven decision-making is foundational to dismantling inequities. As we work to build equitable early childhood systems, data that offers insights into child well-being will be used to inform DPP's decisions, including but not limited to how to invest resources, where to change or maintain policies or practices, how to develop eligibility criteria, and more.

The full strategic research agenda can be found in appendix D.

SECTION III: ADMINISTRATIVE INFORMATION

Contract Duration

The term of the resulting contract is for a period commencing on September 1, 2022, and ending on August 31, 2025 (encompassing three DPP program years). The initial contract will be for three years, and the requested budgets and scopes of work will be presented annually for each DPP program year from September 1 through the following August 31. In this RFP, all Offeror(s) should submit not-to-exceed budgets for each of the three program years.

After the initial three-year contract term, the Denver Preschool Program and the contractor(s) may mutually agree to extend the contract for an additional one-year term ending on August 31, 2026. DPP's current contract with the City and County of Denver will sunset December 31, 2026. In the event the contract is renewed beyond the sunset, DPP and the evaluator(s) may mutually agree to extend the contract for an additional one-year term ending August 31, 2027.

In the event the DPP contract is not renewed, the contractor will be expected to support the transfer of data and provide expertise to ensure longevity of all the research and data collected since the inception of DPP.

Attachment B: Sample Contract includes important DPP contract language to review, including that the final Contract Amount may vary up to the maximum amount according to a modified Scope of Work which may be modified from time to time by DPP based on the amount of tax receipts received by DPP, and the amount budgeted for the approved scope of work by DPP Board of Directors.

The Denver Preschool Program shall also have the unilateral right to terminate the contract at any time if any awarded organization is not meeting their contract obligations. Any awarded organization(s) would receive a notice of corrections and have the opportunity to implement the corrections before the Denver Preschool Program would consider terminating the contract.

Lead Officer

The sole point of contact for purposes of this RFP prior to awarding of any contract is the Denver Preschool Program:

Cristal Cisneros Ed. D
Senior Director of Enrollment and Impact
305 Park Avenue West, Suite B
Denver, CO 80205
cristal@dpp.org
(720)287-5055 ext. 150

Response Options

The Denver Preschool Program seeks to contract with the most qualified and capable Evaluators for this described work. As such, DPP will accept RFP responses as a single entity or partnership to complete any one, multiple or all Projects described in Section IV: Scope of Work/Requirements. DPP reserves the right to contract with each entity working on any project, rather than allow subcontracting of individual projects. This means that if two entities apply together as a partnership, DPP will enter into separate contracts for each project with the entity that will complete the work. DPP also reserves the right to contract with one or all members of a proposed partnership for a specific project or projects.

The Denver Preschool Program is always interested in working with new and varied organizations. Interested parties are encouraged to explore ways that partnering with another individual or organization may bring new players into the local early childhood environment and, in so doing, contribute to a stronger overall evaluation team.

Responses will be evaluated based on their capabilities. Therefore, it is possible that potential Evaluators may be asked to partner with other contractors to ensure the best results for DPP.

Contract Budget

The maximum combined budget for all projects for September 1, 2022, through August 31, 2023, (12 Months) is estimated to be \$940,789.68. The budget for years two and three will be based on the tax revenue of the City of Denver, but are forecast to be approximately \$976,539.68 for year two and \$1,013,648.19 for year three. This represents an annual 3.38 percent increase. The scope of work may vary from contract year to contract year.

Historically, DPP has spent roughly 55 percent of its evaluation budget on what this RFP announcement designates Kindergarten Readiness and Analysis of Preschool Cohorts from Preschool through adulthood. The remaining 45 percent has historically covered the cost of what this RFP announcement designates as the longitudinal outcomes study focused on the long-term outcomes of DPP participants, outcomes by subgroups, and partnerships that can enhance our knowledge of DPP's impact beyond academic success as well as DPP's overall program evaluation. The historical allocations do not include DPP's newest proposed project on understanding our workforce. Please frame your budget proposals with this in mind. DPP is seeking support for pilot projects to create space for new research.

Prospective Evaluators should ensure that proposals are aligned to these budget estimates. As noted in **Section VII: Evaluation and Award**, proposals can receive up to 20 points for the Value of Budget/Proposed Cost. Offerors are encouraged to submit a budget that will provide the highest quality services with the lowest possible cost.

Inquiries

Unless otherwise noted, prospective Evaluators may make email inquiries concerning this RFP to obtain clarification of requirements. All responses will be posted in the “About Us” section of the DPP website at the link below no later than the date specified in **Section IV: Proposal Schedule**. No inquiries will be accepted after the date and time indicated in **Section IV: Proposal Schedule**. E-mail all inquiries to: Dr. Cristal Cisneros, Senior Director of Evaluation and Impact at cristal@dpp.org.

Answers to all inquiries will be posted at the following website by close of business on the date listed in **Section III: Proposal Schedule**: <https://dpp.org/about-us/employment-and-contractor-opportunities>

Pre-Proposal Conference

A Pre-Proposal Conference will be held in person with capability to connect via Zoom on April 20, 2022, beginning at 10:00 a.m. Mountain Time at DPP’s office. Participation in the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to take part in order to better facilitate preparation of their proposals.

Please RSVP by April 15, 2022 for the Pre-Proposal Conference by emailing cristal@dpp.org. While attendance is not mandatory in order to submit a proposal, an RSVP is required to participate.

Oral Presentations

Offerors may be invited to make oral presentations. These presentations must be presented verbally as well as in writing. Written materials will become part of the Offeror’s proposal and are binding if the contract is awarded. Offerors will be notified by 10:00 a.m. MT on Wednesday, June 15, 2022 if an oral presentation is requested. Any requested oral presentation(s) will be scheduled for Wednesday-Thursday, June 22-23, 2022.

Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award of this contract, shall be deemed to have accepted the terms of this RFP as well as the terms laid out below.

- Data Management:
The Offeror shall maintain that all data collected under this contract is the property of DPP and that no data can be used or transmitted for any purpose without DPP’s prior and written approval.
- Employer’s Liability Insurance:
The Offeror shall maintain Employer’s Liability Insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- General Liability Insurance:
The Offeror shall maintain limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate. The Denver Preschool

Program and the City of Denver must be named as additionally insured on the firm’s liability insurance.

- Worker’s Compensation:
The Offeror shall maintain coverage as required by statute for each of its business locations.
- Audit Requirements:
Each year the Denver Preschool Program is required to participate in an independent financial audit of our program. As Evaluator(s) to the Program, the selected Evaluator(s) will be required to have their Denver Preschool Program related operations participate in this audit process. Denver Preschool Program may also conduct on-site audits of files.

SECTION IV: PROPOSAL SCHEDULE

RFP Issued:	April 5, 2022
RSVP for Pre-Proposal Conference:	April 15, 2022
Pre-Proposal Conference:	April 20, 2022 @ 10:00 a.m. MT
Deadline for Inquiries:	April 27, 2022 @ 3:00 p.m. MT
Final Responses to Questions Posted:	on or before May 13, 2022
Proposal Submission Deadline:	May 27, 2022 @ 3:00 p.m. MT
Oral Presentations (if needed):	June 22-23, 2022
Contract(s) Awarded:	June 27, 2022
Contract Negotiation Period:	July 5-29, 2022
DPP Board Review/Approval of Awarded Contract(s) Pending Successful Contract Negotiation(s):	August 16, 2022
Services Launch*:	September 1, 2022

Offeror must submit one proposal on a flash drive, which is marked “RFP DPP Evaluation 2022,” and twelve bound hard copies. Proposals, including the electronic version, are to be in either a sealed envelope or box and must be received by the Denver Preschool Program’s staff at the listed address no later than 3:00 p.m. Mountain Time on May 27, 2022 in order to be considered:

Dr. Cristal Cisneros Ed. D
Senior Director of Evaluation and Impact
Denver Preschool Program
305 Park Ave West, Suite B
Denver, CO 80205
720-287-5055 ext. 150

cristal@dpp.org

Requests for extension of this date or time will not be granted. Proposals received after the due date and time will not be considered. Proposals may not be submitted by email or fax.

***Transfer of service**

DPP acknowledges that there could be potential overlap if a new evaluator prevails. Because the research requires approvals with the IRB and other data sharing agreements, the existing evaluator may fulfill the program year requirements to ensure the continuity of data collection. In the event of a new Evaluator being selected, the previous evaluator will cooperate and coordinate with DPP for the transition of relevant records maintained by the previous evaluator in connection with the Denver Preschool Program. Please note that portions of the scope identified by the RFP and the corresponding budget may be delayed to accommodate the overlap.

SECTION V: SCOPE OF WORK / REQUIREMENTS

DPP is seeking proposals from qualified Offerors to support DPP in their Evaluation efforts. The vision for DPP's work is to nurture and sustain positive provider relationships and a high quality network of providers whose work results in improved child outcomes. In order to do this successfully, DPP gathers ongoing data to inform its future decisions around programming, design, provider support, etc., and ensure DPP's programs are effective.

The awarded Evaluator's primary responsibility will be implementing and managing DPP's Evaluation Program. Evaluation contractors also provide information to the DPP Evaluation Committee that ensures contracts are properly underway and assesses scope of work progress. Collaboration and open communication with the DPP Evaluation Committee is imperative to ensure DPP decisions are grounded in accurate data and findings.

Universal Project Expectations:

Please describe in your response how your organization will meet each universal expectation.

Data Reporting & Retention Expectations

- Collaboration: If separate contracts are awarded for different projects, it is expected and required that the contractors work collaboratively when relevant as both projects rely on the same sets and sources of data for some elements of each project. This includes the sharing of data obtained from partners of the Denver Preschool Program.
- Working in conjunction with the Denver Preschool Program, Evaluator establishes and maintains a sophisticated electronic data storage system. Data from this system must be readily transferable and easily synced with DPP's systems such as excel/cvs files with needed data fields. Additionally, in the event the Denver Preschool Program, as is its intent, is able to establish a central repository for all of its data, Evaluator must demonstrate a willingness to participate in this repository and contribute all DPP-related data accordingly.
- Evaluator ensures that all data and documents associated with Denver Preschool Program are stored in a safe and secure manner and in such a way as to maintain any necessary confidentiality protocols.

- Evaluator maintains a system to submit to the DPP all mutually agreed upon monthly information by established deadlines. Evaluator also ensures adequate staffing is in place to respond to ad hoc DPP data requests in a timely fashion.
- Any data collected and data systems created, as well as reports in preliminary and final form created in fulfillment of this project will remain the exclusive intellectual property of the City and County of Denver and the Denver Preschool Program.
- Evaluator will provide accurate, updated, searchable data in a format compatible with DPP systems and designed with the flexibility to make adjustments during the project.
- Evaluator must commit to cooperating and working with the DPP and any of its designated contractors in the ongoing evaluation and refinement of both this project and the Denver Preschool Program in general. This includes, but is not necessarily limited to, the open and timely sharing of all associated data.
- The language of deliverables and recommendations must be comprehensible to the 'average person'.

General Expectations

- Evaluator must adhere to DPP's branding guidelines described in Appendix E in all communications and documents distributed outside of DPP.
- Any Evaluator staff must immediately notify DPP and Colorado's Office of Early Childhood, or Colorado Department of Early Education, of any child care licensing violations observed during completion of DPP Evaluation activities.
- Evaluator will establish and maintain a clearly defined protocol for responding expediently and appropriately to any inquiry from DPP staff.
- Key Evaluator staff attend meetings with DPP staff at least once per month.
- Key Evaluator staff attend an additional meeting with DPP and all Evaluation contractors at least once quarterly, and potentially more frequently as needed.
- The awarded Evaluator for each Project will have a contract directly with DPP to implement the Scope of Work.
- Evaluator establishes a photo-based employee identification system for employees who will enter preschool facilities to ensure standards of professionalism and safety are consistently maintained in the field and in the broader community.
- Evaluator, at its own expense, conducts all necessary background checks for project personnel and ensures relevant documentation is secured and maintained. The Evaluator must be able to produce this documentation upon request for timely review.
- Evaluator must disclose any potential and actual conflicts of interest related to working with DPP on these projects.
- Evaluator develops and maintains a clearly defined protocol for identifying and addressing any possible employee performance issues.
- *Additional Staffing Considerations:* The Denver Preschool Program serves a diverse population of both students and providers. We are looking for an Evaluator that is able to respond appropriately to this reality. Specifically, priority will be given to Evaluators that sufficiently demonstrates that it can assemble a team that can communicate, at minimum, in both English and Spanish so that most DPP Providers and students can be communicated with in their primary or preferred language. The Evaluator should also be able to demonstrate that it has assembled (or will assemble) a team that has the collective experience and cultural competence to deal effectively and respectfully with the various cultures, curricula, and provider settings that exist throughout the Denver Preschool Program network.
- DPP is interested in learning what steps it can and should take to enable the possibility of continuing to track its cohorts after high school and well into their adult lives. Please

share any thoughts on integral steps DPP must be making now to lay the groundwork for long term data analysis.

- Evaluators must ensure research and evaluation champion diversity, equity, and inclusion efforts informed by DPP's equity statement and commitments (Attachment D) through the use of research methods grounded in equity principles including, but not limited to, the known research tools such as QuantCrit (Gillborn et al., 2018)
- DPP has gone through extensive planning and has done the work create a strategic vision (Attachment C) that will guide DPP's Board, Staff and stakeholders, in order to evaluate and understand how DPP is meeting its strategic vision. Successful evaluators will develop evaluation proposals that measure: How the goals and objectives outlined in the strategic vision are being met by the organization.
- Be responsive to any potential state-mandated universal preschool evaluation requirements that would impact how DPP will be required to assess programming and outcomes.

Project I: Kindergarten Readiness and Analysis of Preschool Cohorts

As a learning organization, DPP is committed to understanding and addressing areas for improvement in its program, operations and policies. One key area is the effect of DPP's work on the participating children. Evaluators will have a data sharing agreement with Denver Public Schools which enables them matching and tracking of children through the 12th grade. Therefore, DPP is interested in an Evaluator that will help DPP answer the following research questions related to kindergarten readiness and kindergarten through 12th grade public school assessments for children who have attended DPP programs:

Kindergarten Readiness

- To what extent and in what areas are children enrolled in DPP ready for kindergarten?
- Do children make progress in their development while in DPP early childhood environments (including, but not limited to, vocabulary, literacy, math, executive function, and social emotional skills)?
- Do children from different income levels (including free lunch status, reduced-price lunch status and other), with different primary languages, different genders, different races and/or children who live in areas of concentrated poverty make similar progress in their development while in DPP early childhood environments?
- Are specific elements of the Environment Rating Scale, elements of the Colorado Shines Rating, and/or any other current or potential future quality rating/observation tool used by DPP (within each level of domain and/or dimension) related to greater kindergarten readiness?
- Are specific quality interventions and/or curricula related to better child outcomes?
- Does participation in high-quality early interventions impact long-term achievement in school? To what extent?
- Does building a strong foundation of parent/guardian engagement contribute to long term educational success?
- What impact does DPP's Preschool for 3s Pilot have on kindergarten readiness?
- Are there indicators not described above that measure DPP student's level of readiness for kindergarten?

Project I Response

The successful Evaluator will describe in detail:

- Background and Justification to conduct the research and/or evaluation
- Approach – including methodology, proposed sample size and strategies to accomplish each research question
- Analytic Plan – details on how evaluators will conduct analyses, power analyses (when relevant) and include experience and ability to analyze data in order to answer each research question
- Suggestions for what additional research questions and methodologies should be explored by DPP
- Assessor Qualifications: Project I will require direct contact with and assessment of children enrolled in DPP. DPP values highly trained and experienced assessors.
- Staffing model – the required staffing to address each research question that highlights staff experience in each of the above topics, all personnel the Evaluator deems necessary to ensure accurate and timely completion of all Project I activities, including identifying a Project Manager who:
 - Is the main point of contact between DPP and selected Evaluator?
 - Is available to communicate with DPP on a regular and reliable basis
 - Oversees all personnel connected with implementation of Project I
 - Is responsible for ensuring all reporting requirements are satisfied, all deadlines are met, and all necessary policies and procedures are developed and maintained
- How does this work contribute to a greater body of knowledge?

Report/Brief Development

Successful evaluators will be expected to work with DPP and its communications team to develop briefs and reports as needed, including but not limited to annual reports on results and findings of studies and accompanying briefs. Evaluators are also expected to report annually to the DPP Board of Directors.

Reports and briefs should create meaningful and engaging dissemination avenues. DPP's stakeholders and community members who are impacted most by DPP must be able to understand any report or brief that is created. Evaluators are encouraged to find compelling ways to tell the story behind the numbers so that the data are meaningful to the communities DPP serves.

Budget Note: Budget response should detail staffing, data management and administrative costs associated with Project I activities.

Oversight

The awarded Evaluator for Project I will provide reports to and be overseen directly by DPP's Senior Director of Evaluation and Impact.

Project II: Longitudinal Analysis of Public School Assessments and Other Child Outcomes Comparing all DPP Students to Non-DPP Students

As a learning organization, DPP is committed to understanding and addressing areas for improvement in its program, operations and requirements. One key area is the effect of DPP's work on the participating children. The current evaluator has a data sharing agreement with Denver Public Schools which enables the matching and tracking of children through the 12th grade. Therefore, DPP is interested in an Evaluator that will help DPP answer the following research questions related to Grades 3-12 public school assessments and through adulthood, child outcomes and other public school data for children who have attended DPP programs:

Public School Assessment Longitudinal Analysis¹ and Other Child Outcomes Assessment

- Do children who received DPP tuition credits compare with the district as a whole on assessments administered by Denver Public Schools (including but not limited to reading proficiency) in Kindergarten through the 12th grade?
- To what extent is kindergarten readiness associated with third grade reading proficiency?
- Is attendance at higher quality rated preschool programs associated with greater academic success beyond Kindergarten?
- How do we measure attendance in a holistic way that shifts the blame of chronic absenteeism away from families?
- To what extent is DPP participation related to discipline issues (suspensions/expulsions) in later years?
- To what extent is DPP participation related to special education services (such as Individualized Education Plans (IEP) and Reading to Ensure Academic Development plans) in elementary school, middle school and high school?
- Do children from different demographic subgroups (income levels, including free lunch status, reduced lunch status and other; language, gender, and/or different race) differ in outcomes in elementary school, middle school, and high school?
- Do children from different DPP provider types (DPS vs. community sites) and non-DPP providers (either licensed providers who do not participate in DPP or family, friend or neighbor (FFN) care settings) differ in their reading proficiency, math and other non-academic factors in elementary, middle school and high school?
- Do the varied curricula used by DPP providers result in differences in child outcomes?
- DPP is also interested in evaluating additional data points at other points on the spectrum of a child's education (e.g. ACT/SAT scores, progress from 8th to 9th grade, etc.)
- What impact does DPP's Preschool for 3s Pilot have on longer term childhood outcomes?
- What other data collection agencies can DPP partner with to measure success among DPP children that have entered adulthood?

Analysis of Preschool Cohorts from Preschool through Adulthood

- To what extent do both short-term (during preschool and elementary school) and long-term (during middle school, high school and adulthood) outcomes for DPP participants differ from non-DPP participants across a range of factors? Such factors could be both academic (grade retention, graduation rates, trade school/college acceptance rates, etc.)

¹ Strategies to track children over time may be revisited based on available methodologies.

and non-academic (health, well-being, employment, wages, etc.)

- Propose a research study design that would follow representative samples of DPP and non-DPP participants beyond high school

Project II Response

Successful evaluators will describe in detail:

- Background and Justification to conduct the research and/or evaluation
- Approach – including methodology, proposed sample size and strategies to accomplish each research question
- Analytic Plan – details on how evaluators will conduct analyses, power analyses (when relevant) and include experience and ability to analyze data in order to answer each research question
- Suggestions for what additional research questions and methodologies should be explored by DPP
- Staffing model – the required staffing to address each research question that highlights staff experience in each of the above topics, all personnel the Evaluator deems necessary to ensure accurate and timely completion of all Project II activities, including identifying a Project Manager who:
 - Is the main point of contact between DPP and selected Evaluator?
 - Is available to communicate with DPP on a regular and reliable basis
 - Oversees all personnel connected with implementation of Project II
 - Is responsible for ensuring all reporting requirements are satisfied, all deadlines are met, and all necessary policies and procedures are developed and maintained

Report/Brief Development

Successful evaluators will be expected to work with DPP and its communications team to develop briefs and reports as needed, including but not limited to annual reports on results and findings of studies and accompanying briefs. Evaluators are also expected to report annually to the DPP Board of Directors.

Reports and briefs should create meaningful and engaging dissemination avenues. DPP's stakeholders and community members who are impacted most by DPP must be able to understand any report or brief that is created. Evaluators are encouraged to find compelling ways to tell the story behind the numbers so that the data are meaningful to the communities DPP serves.

Budget Note: Budget response should detail staffing, data management and administrative costs associated with Project II activities.

Oversight

The awarded Evaluator for Project II will provide reports to and be overseen directly by DPP's Senior Director of Evaluation and Impact.

Project III: DPP Program Evaluation

DPP is a connector between the City of Denver’s funding, preschool providers and the families who need access to high-quality preschool prior to kindergarten. Therefore, it is essential to understand the effectiveness and implementation fidelity of DPP’s overall operations. Equitable access to high-quality preschool/early childhood experiences for every child in Denver is vitally important to ensure that every child has the opportunity to enroll in experiences that will lead to improved child outcomes. Equally important is that families have options available to them without barriers to pick a setting that is best suited for their child and families’ needs. Every family wants a high-quality setting yet the burden to find a high-quality setting is often passed on to the family. We recognize that it is not the burden of the family but rather it is on programs like DPP and their partners to build an ECE ecosystem that makes high-quality programs readily available to families in their own neighborhoods or wherever they choose to send their child. As such, DPP seeks an Evaluator to help answer the following research questions:

Overall DPP Awareness

DPP’s role in Universal Preschool (UPK)

- What is the provider perception of DPP within the UPK community?
- How do DPP’s tuition credits support families within UPK?
- How can DPP’s cost of care model help inform UPK?

Perception of DPP

- Are families informed about the existence of DPP, what DPP’s mission is and how to apply for tuition credits?
- How do families hear about DPP? How can DPP improve our outreach to attract more families?

Customer Service/Interaction with DPP

- How do families and providers describe their interactions with DPP, its partners, and providers? Concerning tuition credits? Concerning quality improvement?
- Does the DPP application system make it easy or difficult for families and providers to participate? What is the family’s perspective of needing to first enroll in a participating preschool before being able to be approved for a DPP tuition credit?
- Does the system work effectively across family income levels and/or the language spoken by the family?

Tuition credit system (Appendix G)

- Do tuition credits encourage families from all income levels to send their children to preschool?
- What levers of the tuition credit system can be changed to make greater impact on families in Denver?
- How can the tuition credit scale (Appendix G) be changed to best support families?
- What families are accessing tuition credits? What families are not accessing the tuition credits and what can be done to improve DPP’s outreach to those families?
- Is family behavior in these areas influenced by income level or the language spoken by the parent?
- Are high-quality preschool options more accessible with DPP credits and scholarships?
- Do tuition credits help families with access to reliable and educational programs for their children that meet the hours they work or attend school/career training programs?

- What are indicators that increase access to quality early childhood education for families?
- To what extent do tuition credits reduce the financial burden for families so that attending preschool is affordable regardless of household income levels?
- What ability does the tuition credit system have to impact generational wealth for Black, Indigenous and People of Color (BIPOC) families?
- Does the scholarship pilot effectively meet the program goals?

Choosing Preschool

- How do families choose the preschool setting for their children?
- What are the challenges and barriers to accessing high-quality preschool (e.g., transportation, affordability, hours available, child care deserts, etc.)?

Experience of Quality Improvement (QI) Supports

- What QI investments are most likely to lead to positive child outcomes?
- What are some indicators that bring a new perspective on quality metrics and rating systems that are best suited to support DPP in achieving its diversity, equity and inclusion goals?
- What do families value as quality that impact their preschool choice decision?

Overall Impact of DPP

- How do tuition credits impact the Denver community (i.e. does it increase DPP families' ability to enter the workforce?)
- Does DPP programing lead to more equitable outcomes for Denver's early learners?
- How do we measure Denver's early childhood ecosystem on poverty and educational achievement to address the critically important issues of systemic racism?
- How can DPP best work to dismantle systemic racism in early childhood education?
- How do DPP supports make impact in communities that are childcare deserts?

Project III Response

Successful evaluators will describe in detail:

- Background and Justification to conduct the research and/or evaluation
- Approach – including methodology, proposed sample size and strategies to accomplish each research question
- Analytic Plan – details on how evaluators will conduct analyses, power analyses (when relevant) and include experience and ability to analyze data in order to answer each research question
- Suggestions for what additional research questions and methodologies should be explored by DPP
- Staffing model – the required staffing to address each research question that highlights staff experience in each of the above topics, all personnel the Evaluator deems necessary to ensure accurate and timely completion of all Project III activities, including identifying a Project Manager who:
 - Is the main point of contact between DPP and selected Evaluator?
 - Is available to communicate with DPP on a regular and reliable basis
 - Oversees all personnel connected with implementation of Project III
 - Is responsible for ensuring all reporting requirements are satisfied, all deadlines are met, and all necessary policies and procedures are developed and maintained

Report/Brief Development

Successful evaluators will be expected to work with DPP and its communications team to develop briefs and reports as needed, including but not limited to annual reports on results and findings of studies and accompanying briefs. Evaluators are also expected to report annually to the DPP Board of Directors.

Reports and briefs should create meaningful and engaging dissemination avenues. DPP's stakeholders and community members who are impacted most by DPP must be able to understand any report or brief that is created. Evaluators are encouraged to find compelling ways to tell the story behind the numbers so that the data are meaningful to the communities DPP serves.

Budget Note: Budget response should detail staffing, data management and administrative costs associated with Project III activities.

Oversight

The awarded Evaluator for Project III will provide reports to and be overseen directly by DPP's Senior Director of Evaluation and Impact.

Project IV: ECE Workforce Study

As DPP looks to improve school readiness for young children and invest in ECE programs in Denver, the role of the ECE workforce in implementing high-quality programs and ultimately achieving the desired outcomes is clear. It is particularly important for the ECE workforce to ensure they have the skills and tools to support an increasingly diverse group of children with varied developmental, social and emotional needs. Policies that states have considered include targeted professional development requirements, development of career pathways, financial support for postsecondary coursework and flexible credential across ECE settings. DPP acknowledges this is national problem with national studies answering this, and DPP is seeking a contractor to work with the existing research to find the gaps in the research for DPP and Denver to evaluate the ECE workforce as such, successful evaluators will develop proposals that measure:

General Workforce

- What are the sources and consequences of ECE workforce member shortages?
- What are the financial implications to attain higher education as an ECE professional?
- How does DPP's cost of care model identify adequate compensation of highly qualified ECE staff and workforce members?
- What are achievable pathways to increase the ECE workforce's health and well-being?
- What gaps need to be filled in DPP providers' ECE workforce? Are there shortages in certain job positions, certain languages spoken, etc.?

Experiences of BIPOC ECE workforce members

The historical and pervasive undervaluing of labor performed by women and Black, Indigenous and People of Color (BIPOC) workforce members in the United States has combined to create one of the most underpaid workforces in the country: those who care for and teach young children. Early educators are among the lowest-paid workers in every state (Whitebook, McLean, Austin, & Edwards, 2018), which creates especially compromised circumstances for the

BIPOC workforce in this profession. Across key aspects of the early education workforce, BIPOC educators find themselves facing severe challenges to their well-being (Smith et al., 2011). BIPOC early educators are overrepresented in roles that place their wages not only at the bottom of the early childhood workforce, but at the bottom of the entire U.S. labor market. To evaluate experiences of BIPOC ECE workforce members, successful evaluators will develop proposals that measure:

- What are the best practices in combating and understanding Racial Battle Fatigue (Smith et al., 2011) for BIPOC early childhood professionals?
- What is the current, nuanced, quantitative data about racial and ethnic communities that are part of the early education workforce, including disaggregated data on Asian and Native American educators?
- What are the benefits of strategies and processes that authentically integrate equity for early educators into advocacy and policy reforms?

Project IV Response

Successful evaluators will describe in detail:

- Background and Justification to conduct the research and/or evaluation
- Approach – including methodology, proposed sample size and strategies to accomplish each research question
- Analytic Plan – details on how evaluators will conduct analyses, power analyses (when relevant) and include experience and ability to analyze data in order to answer each research question
- Suggestions for what additional research questions and methodologies should be explored by DPP
- Staffing model – the required staffing to address each research question that highlights staff experience in each of the above topics, all personnel the Evaluator deems necessary to ensure accurate and timely completion of all Project IV activities, including identifying a Project Manager who:
 - Is the main point of contact between DPP and selected Evaluator?
 - Is available to communicate with DPP on a regular and reliable basis
 - Oversees all personnel connected with implementation of Project IV
 - Is responsible for ensuring all reporting requirements are satisfied, all deadlines are met, and all necessary policies and procedures are developed and maintained

Report/Brief Development

Successful evaluators will be expected to work with DPP and its communications team to develop briefs and reports as needed, including but not limited to annual reports on results and findings of studies and accompanying briefs. Evaluators are also expected to report annually to the DPP Board of Directors.

Reports and briefs should create meaningful and engaging dissemination avenues. DPP's stakeholders and community members who are impacted most by DPP must be able to understand any report or brief that is created. Evaluators are encouraged to find compelling ways to tell the story behind the numbers so that the data are meaningful to the communities DPP serves.

Budget Note: Budget response should detail staffing, data management and administrative costs associated with Project III activities.

Oversight

The awarded Evaluator for Project III will provide reports to and be overseen directly by DPP's Senior Director of Evaluation and Impact.

SECTION VI: RESPONSE FORMAT

Proposals must be single spaced, in Times New Roman, 12-point font, with standard formatting. To standardize the format of all proposals, Offerors are required to respond to **SECTION IV: SCOPE OF WORK / REQUIREMENTS** in the order given. All responses will include the following:

- Cover Sheet: Include the name of the firm, contact information, the presence of any Denver office, proof of designation as a single entity or a partnership, and proof of any of the following classifications: Minority Business Enterprise (MBE)/Women Business Enterprise (WBE)/ Disadvantaged Business Enterprise (DBE).
- Table of Contents.
- Executive Summary: Include a summary of the contents of the RFP which provides a broad understanding of the entire proposal.
- Vendor's Certification Page (Attachment A): The Offeror MUST sign the Request for Proposal Vendor's Certificate Page. The individual signing on behalf of the Offeror MUST be the Vendor (if the Vendor is an individual or sole proprietor) or an officer, manager, partner or other person legally authorized to bind the Offeror to their proposal.
- Contract Terms Acceptance (Attachment B): A statement that the Offeror will, in substance, accept the terms of the DPP contract included with the proposal. Comments, or requests for changes with regard to the contract terms and conditions must be included with the proposal. The willingness or ability of DPP to accept or negotiate such suggested changes will be considered on a case-by-case basis. If a proposal contains requests for contract modifications, the decision to reject, accept, or further negotiate requested changes will be at DPP's discretion. **IF YOUR COMPANY NORMALLY SEEKS LEGAL REVIEW OF CONTRACT TERMS, THIS PROCESS SHOULD OCCUR PRIOR TO PROPOSAL SUBMISSION.**
- Price Guarantee: A statement that any submitted response and costs will remain valid for one hundred eighty (180) days after the proposal due date or until the contract is executed, whichever comes first.
- Qualifications/Experience: Include corporate information (history, financial stability, length of time in business, and areas of specialty, for the primary Evaluators and for any subcontracting organization/partner) and organizational qualifications and experience (previous and/or existing clients and similar project examples with contact information).
- Universal expectations. Please provide responses to each universal expectation.
- Methodology/Work Plan: Include a detailed plan for developing and managing the scope of work including:
 - A clear and concise description of how the DPP evaluation program values will be incorporated into this work,
 - A clear and concise response describing in detail competencies, methodology/approach, proposed sample size and strategies to address each research question described in the Project(s) detailed above,
 - A clear and concise description of the plan to staff and manage responsibilities identified within the scope of work. Include discussion of training, ongoing staff support, and a continuous improvement plan for processes. Key assumptions, and roles of staff and organizations should be clearly identified,

- A clear and concise description of data management approach, systems architecture, organizational infrastructure and ongoing management systems that will implement and support the evaluation,
- Describe the controls in place to prevent unauthorized access to all data collected and stored.
- **Measurements:** Include a detailed explanation of the proposed instruments, questionnaires, and evaluation approaches as well as recommendations for what additional research questions and methodologies should be explored by DPP and the associated approach/tools.
- **Staffing Plan:** Include the experience and proposed staffing including biographies of organization leadership, Program Manager for this contract, the staff members who would interface regularly with the Denver Preschool Program staff, families, and preschool providers. Please include a description the proportion of each person’s time that will be dedicated to serving the Denver Preschool Program on a full time equivalent (FTE) scale. For example, if a proposed staff member will dedicate 50 percent of their time to DPP, they would 0.5 FTE. If positions are currently unstaffed, please identify the skills as well as the traits you would seek in successful candidates. If subcontracting, employer organization should be clearly identified.
- **Catastrophic Event Assurance:** The Denver Preschool Program requires assurance of consistent service in the event of catastrophic events. Given these considerations, please describe how your firm’s size is an asset to the DPP. Conversely, what are the risks to the DPP of working with an organization the size of your firm, and how will you manage those risks? Please describe your firm’s contingency plan surrounding unplanned loss of key staff.
- **Two Letters of Support:** Please attach two letters of support for organizations the RFP respondent has completed evaluation work for.
- **Value of Budget/Proposed Cost:**
 - Line-item budget per project.
 - Line-item budget detailing any development costs, including but not limited to training, equipment, staff and physical plan to complete the Scope of Work.
 - Line-item budget detailing ongoing costs for the Scope of Work.

SECTION VII: EVALUATION AND AWARD

Offerors will be awarded based on proposals that are determined to be most advantageous to the Denver Preschool Program, considering the evaluation factors set forth in this section.

The following criteria will be used in screening, ranking, and the final selection of the chosen Evaluator:

Criteria	Maximum Points
Denver-based Company or MBE/WBE/DBE Certification	5
DPP Core Values and Universal Expectations	5
Qualifications/Experience	15
Methodology/Work Plan	30
Measurements	10
Staffing Plan	15
Value of Budget/Proposed Cost/Budget Narrative	20
TOTAL	100

Proposals will be subjected to a multi-stage evaluation and selection process.

Stage One – Proposal review

The first stage will begin with a review of the response to the RFP. Proposals not meeting mandatory or minimum requirements will not be considered. Incomplete proposals may not be considered. Proposals not deemed within the competitive range will not be considered. The Denver Preschool Program may disqualify any Offeror for any reason without explanation.

1. The Denver Preschool Program may choose to ask clarification questions in writing and include the additional information gathered in this process.
2. Evaluation and rating of the responses will be based on:
 - a) Information provided by the Offeror in their response
 - b) Information provided by the Offeror in response to Denver Preschool Program clarification questions
 - c) Total cost to the Denver Preschool Program
 - d) Organization and completeness of response to expedite evaluation

A short list of proposals will move into the next stage of the evaluation.

Stage Two- may consist of an on-site demonstration or presentations (zoom accomadation can be made for participants unable to attend in person), by the Offeror, to allow the Denver Preschool Program learn more.

The Denver Preschool Program may (at the evaluation committee’s sole discretion) request an oral presentation of proposals in the competitive range (those most responsive to the requirements and reasonably susceptible of being selected for award). Presentations and site visits will be at the Offeror's expense.

The Denver Preschool Program will schedule these presentations for the purposes of:

- Allowing the Offeror an opportunity to present its proposal to the evaluation committee;
- Allowing the Offeror an opportunity to demonstrate its background and capabilities in providing the requested services;
- Allowing the Denver Preschool Program an opportunity to obtain further clarification of proposal aspects and attempt to resolve any uncertainties;
- Resolving suspected mistakes by calling such perceived errors to Offeror’s attention without disclosing information concerning other Offerors’ proposals; and
- Allowing the Denver Preschool Program an opportunity to ask specific questions of the Offeror regarding its proposal.

Stage Three – References

References may be checked to address issues raised during the demonstrations, interviews, and trial period or to answer detail questions not yet resolved.

Stage Four - Best and Final Offer.

The Denver Preschool Program may, at its sole option, either accept an Offeror’s initial proposal by award of a contract or enter into discussions with Offeror(s) whose proposal(s)

are likely to be considered for award. The Denver Preschool Program will not disclose any pricing information from competing Offerors' proposals.

The Denver Preschool Program may invite Offeror(s) to submit a "Best and Final Offer" to the Denver Preschool Program for consideration. Best and Final Offers will be made at the Offerors' expense. After receipt and review of the Best and Final Offers, the Denver Preschool Program will determine the successful Offeror.

Offerors should prepare the written proposal without the assumption that an opportunity for a Best and Final Offer will be made available, and their most favorable proposal should be submitted as their initial written submittal.

SECTION VIII: SPECIAL CONSIDERATIONS

- The RFP does not commit the Denver Preschool Program to procure or award a contract for all or any portion of the scope of work described.
- The Denver Preschool Program reserves the right to negotiate the contract terms related to payment, scope of work, staffing, timeline and performance of the work tasks, including the right to award based on the response to the most qualified Offeror.
- The Denver Preschool Program remains the sole owner of all data collected under this contract.
- The Denver Preschool Program reserves the right to reasonably request additional information or clarification of information provided in the RFP without changing the terms of the RFP.
- Offerors shall respond to the RFP at their own expense.
- The proposal must be signed by a person authorized to sign on behalf of the Evaluator and to bind the Offeror to the statements made in their response to this RFP.

SECTION IX: RFP TERMS AND CONDITIONS

1. **Offeror Agreement.** By submitting a proposal, the Offeror agrees to all provisions of the RFP. Any request for deviations from or exceptions to the technical requirements, data requirements, or terms and conditions of the Request for Proposal must be explained in detail on Offeror's letterhead and included in the proposal response.
2. **Response Requirements.** Proposal responses must include all of the information requested. The DPP may reject proposals that do not provide all information necessary for a complete understanding of the proposal or fail to answer all questions adequately.
3. **Errors and Waivers.** The DPP reserves the right to waive any technical or formal errors or omissions, and to accept or reject in part or in whole any or all proposals submitted.
4. **Price and Term Guaranties.** The successful Offeror(s) guarantees that prices will not increase during the initial term of the contract that results from the award. After the initial contract term, Offeror may request price increases in accordance with the terms of the contract. As a general rule, the terms of the contract will require that (i) the Offeror notify the DPP within a specified period of time before the expiration of the contract of its intent to increase prices and of the amount or rate of the price increase; (ii) the Offeror substantiate any increases, and (iii) the increase cannot exceed a specified cap.
5. **Modification or Withdrawal of Proposals.** Offerors may withdraw or modify their proposals prior to the Proposal Deadline.

6. Addendum to RFP. In the event that it becomes necessary to supplement or modify this RFP, DPP will issue an addendum. Offerors are responsible for reviewing the addenda and updating their proposals in response to such addenda.
7. Notice of Errors in RFP. If a Offeror becomes aware of an error or omission in this RFP, then such Offeror will promptly notify the Lead Officer via email on or before seventy-two hours prior to the Proposal Deadline.
8. Acceptance of RFP Terms. By submitting a proposal in response to this RFP, each Offeror acknowledges and accepts that such proposal constitutes a binding offer in accordance with the terms and conditions of this RFP. Each proposal MUST be signed by the Offeror or by the Offeror's authorized representative.
9. Confidential or Proprietary Materials. DPP is a public entity whose records are subject to public inspection in accordance with the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Once the DPP awards a contract, then all proposals, whether successful or not, will become public records subject to public inspection in accordance with CORA. If the Offeror deems any document(s) which it submits to DPP to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s) and submit such document to DPP together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The Offeror understands and agrees that, regardless of any position taken by DPP or the Offeror, a court may order production of material deemed confidential, proprietary, or exempt from disclosure, and such a decision would be beyond the control of DPP. In the event of a CORA request for disclosure of materials submitted by Offeror, Offeror shall have the responsibility, at its cost, of defending the confidentiality of any such material.
10. Redaction. In the event either DPP receives a CORA records request for the RFP or any documents which the Offeror deems confidential, proprietary, or otherwise protected from disclosure under the Open Records Act and the Offeror desires to redact any portion thereof prior to the release of such documents, the Offeror must immediately submit an affidavit, along with such redacted documents, indicating that the redacted material is confidential financial information likely to cause substantial harm to the bidder's competitive position or such other justification as the bidder has for withholding that information.
11. Pricing. Estimated proposal prices are not acceptable. Proposal prices will be considered a Offeror's best and final offer, unless otherwise stated in the RFP. Offerors will guarantee proposal contents and fees for a period of 180 days from the proposal date. The unit price for each item will be for the unit of measurement specified. All trade discounts and terms of payment must be reflected within the unit price.
12. Selection of Proposal. As described within the RFP, the DPP will review proposals in accordance with the Evaluation Criteria and make a recommendation for award to the responsible Offeror(s) whose proposal is determined to be most advantageous to the DPP, in the DPP's sole discretion.
13. Award of Contract(s). Except as otherwise provided in this RFP, the successful Offeror(s) will sign the DPP contract. In the event the parties are unable to enter into a contract, the DPP, in its sole discretion, may cancel the award or make the award to the next most responsible Offeror.
14. Multiple Awards. The DPP reserves the right to award this RFP in part, to multiple Offerors, if so determined by the DPP to be in the best interests of the DPP.
15. DPP Contract. The DPP contract is included with this RFP as **Attachment B – DPP Sample Contract**. The Offeror or Offerors receiving and accepting an award or awards under this RFP are expected to execute a contract on the DPP's template contract form with terms and conditions substantially as set forth the Attachment. The DPP may

update its template contract forms from time to time, even after the issuance of this RFP. If a Offeror desires to propose modifications to the DPP contract, DPP, in its sole discretion, may accept, reject, or further negotiate Offeror modifications to the DPP contract. **Offerors are encouraged to conduct their legal review of the DPP's contract prior to submitting a response to this RFP.** Except as identified in its proposal, Offeror's signature on the Offeror Certification constitutes an agreement that the Offeror will accept the DPP contract terms and conditions substantially as set forth in the Attachment.

16. Incorporation into DPP Contract. Any statements, attachments, or exhibits submitted as part of the successful proposal may be incorporated into and made a part of the DPP contract.
17. Acceptance of Proposal Content. The contents of the Offeror's proposal to the RFP (including persons specified to implement any project) will become contractual obligations if the Offeror is selected for an award of contract. Failure of the successful Offeror to accept these obligations in a contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such Offeror may be ineligible for consideration in future solicitations.
18. RFP Cancellation. The DPP reserves the right to cancel this RFP at any time, without penalty.
19. DPP Ownership of Proposals. Proposals will become the property of the DPP after the Proposal Deadline.
20. Incurring Costs. The DPP is not liable for any cost incurred by Offerors prior to issuance of a legally executed contract, purchase order, or other authorized acquisition document. Offeror has no property interest, of any nature, in the subject matter of this RFP, any award, or a contract until a contract signed by the authorized representatives of the Offeror and the DPP.
21. Non-Discrimination. The Offeror shall comply with all applicable State and Federal laws, rules and regulations, and DPP policies, prohibiting discrimination, intimidation, or harassment on the basis of ethnicity or race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, genetic information, age, veteran status, or disability.
22. Criminal Record Verification. The Offeror will be required to complete a criminal record check on itself (if Offeror is an individual) and any employee, subcontractor, or other agent of Offeror providing services under the DPP contract on DPP property. The Offeror (if the Offeror is an individual) and employees, subcontractors or other agents of Offeror who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on DPP property for this contract. The Offeror may be required to complete the DPP's Criminal Records Check Certification. Offeror shall adhere to any Federal, State, and Local privacy and confidentiality requirements.
23. Information and Data Security. The Vendor shall comply with the Colorado Consumer Data Privacy Act, as codified in CRS § 6-1-713, 713.5, and elsewhere as applicable.

ATTACHMENT A: Offeror's Certification Page

Request for Proposal DPP Program Evaluator

I, on behalf of the proposer identified below, hereby certify that I have read a copy of the sample contract attached to the RFP and understand the terms and provisions contained in that contract. I further hereby certify that it is the proposer's intent to comply with each and every term and provision contained in the sample contract and propose no modifications to the sample contract except as follows:

- 1) _____
- 2) _____
- 3) _____

I understand that the modification stated above, if any, are offered for discussion purposes only and that the Denver Preschool Program reserves the right to accept, reject or further negotiate any and all proposed modification to the sample contract.

Company Name: _____

Authorized Signature: _____

Name (please print): _____

Title: _____

Date: _____

ATTACHMENT B: Sample DPP Contract

AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made and entered into as of the ____ day of _____, 20__ between **DENVER PRESCHOOL PROGRAM, INC.**, a Colorado non-profit corporation, whose address is 305 Park Avenue West, Suite B, Denver, CO 80205, hereinafter referred to as the “**DPP**”, and _____, a [type of entity], with an address of _____(the “**Contractor**”).

WITNESSETH

WHEREAS, DPP desires to contract with the Contractor to provide _____ services described in the Scope of Work, a copy of which is attached hereto as **Exhibit A** and incorporated into this Agreement, and DPP desires to contract with the Contractor for the performance of such services as an independent contractor; and

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

1. **SERVICES TO BE PROVIDED:** The Contractor shall, as directed by the DPP Chief Executive Officer (the “CEO”) or the CEO’s Designee, provide comprehensive services as more particularly described in the Scope of Work, a copy of which is attached hereto as **Exhibit A**.

2. **SUBCONTRACTORS:** Contractor agrees to receive prior written approval from DPP if using any Sub-contractors to complete any portion of the services contemplated by the Scope of Work. Any such approved subcontracting shall be subject to the provisions of Paragraph 17.

3. **DPP REPRESENTATIVE; ESSENTIAL PERSONNEL:**

A. Coordination and Liaison. The Contractor agrees that during the term of this Agreement it shall fully coordinate all services hereunder with DPP. The CEO or the CEO’s designee is DPP’s representative under this Agreement through whom contractual services performed under this Agreement shall be coordinated.

B. Contractor’s Representative. The Contractor designates _____ as the Project Manager and primary contact for the Contractor who will assume the primary responsibility to oversee on behalf of the Contractor the services to be performed under this Agreement. Any change in the Project Manager shall be subject to DPP’s prior written approval.

Upon written request from DPP, the Contractor shall use reasonable efforts to substitute a different Project Manager.

4. **TERM OF AGREEMENT:**

A. The term of this Agreement is effective _____ until _____ (“Term”) unless sooner terminated as provided under this Agreement. DPP has ____ options to extend the term of the Agreement for ____ year each (“Extended Term”). DPP may elect to exercise its option to extend the Agreement by providing Contractor with written notice to extend prior to the end of the Term or Extended Term. Prior to the commencement of each Extended Term, the parties shall use commercially reasonable efforts to agree in writing to the maximum contract amount and budget for that Extended Term. This contract can be continued after the expiration of the after the expiration of the Term, and any Extended Term if applicable, only upon written agreement by both parties.

5. **PAYMENT:**

A. DPP shall pay to Contractor an annual amount not to exceed \$_____ (the “**Contract Amount**”) during the Term of this Agreement. This amount may vary up to the maximum amount according to a modified Scope of Work which may be modified from time to time by DPP based on the amount of tax receipts received by DPP, and the amount budgeted for the approved scope of work by DPP Board of Directors. Except for any Special Costs, if applicable and noted in the last paragraph of the Scope of Work attached as Exhibit A, the Contract Amount is intended to include all costs of both Contractor and any Sub-contractors, including but not limited to, _____, and any other duties listed in the Scope of Work. The Contract Amount shall be payable as follows: Contractor shall deliver to DPP a request for reimbursement (“the “**Reimbursement Request**”) in accordance with the Scope of Work (as may be modified from time to time by DPP), together with a financial report with supporting documents as may be reasonably requested by DPP in light of the nature of services performed or expenses incurred during the applicable period (the “**Supporting Materials**”). Reimbursement Requests must be received by DPP on or before the fifteenth (15th) day of the month subsequent to the month for which reimbursement is being sought. DPP shall pay the Reimbursement Request to the Contractor within thirty (30) days following DPP’s receipt, subject to approval of the Supporting Materials. Funds payable by DPP hereunder shall be paid to the Contractor on a reimbursement basis only, for work performed and/or expenses incurred during the prior period covered by the Reimbursement Request.

B. It is understood and agreed that any payment or performance obligation of DPP,

under this Agreement or any amendment, shall extend only to the funds appropriated by the City and County of Denver and disbursed to DPP. The Contractor agrees that an upward adjustment of the Contract Amount is strictly prohibited unless authorized by the parties' written amendment hereto. The Contractor shall notify DPP when it has reached 25%, 50%, and 75% of the Contract Amount. In no event shall DPP be obligated for the cost of any work performed, services provided or hardware or software provided in excess of the Contract Amount.

6. PROGRESS REPORTS:

A. The Contractor shall maintain and submit to DPP from time to time as requested by the Director statistical and progress reports, and end-of-year reports in such format as designated by the CEO or the CEO's designee including but not limited to, a description of all services provided under this Agreement and other information reasonably requested by the CEO or the CEO's designee. Contractor shall cooperate with DPP in providing any report to DPP that is required to be given to the City of Denver in accordance with the terms of the Agreement between DPP and the City of Denver.

B. Reports required or requested by the CEO or the CEO's designee under this Agreement shall be submitted in accordance with deadlines reasonably established by the CEO or the CEO's designee and reasonably agreed upon by Contractor's Project Manager. Reports may be submitted electronically by E-mail in the form required by DPP.

7. PERFORMANCE MONITORING/INSPECTION: The Contractor shall permit the CEO or the CEO's designee to review and inspect the work performed under the Agreement. This means that if requested, and upon reasonable notice to Contractor, the Contractor shall make available to the CEO or the CEO's designee, for review records, reports, policies, minutes, materials, documents, invoices, accounts, whether in hardcopy or electronic format, used in performance of any of the services required hereunder or relating to any matter covered by this Agreement in order to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement.

8. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal Laws, State Laws, and City ordinances, codes, rules and regulations, issued by the federal government, State of Colorado, or the City and County of Denver and provided to the Contractor concerning the services provided under this Agreement, as the same may be amended from time to time and whether or not specifically referenced herein

(“**Applicable Laws**”). Contractor shall ensure that any and all subcontractors also comply with Applicable Laws.

9. **STATUS OF CONTRACTOR:** It is understood and agreed by and between the parties that the status of the Contractor shall be that of an independent contractor and is engaged on contractual basis to perform professional or technical services for limited periods of time. Contractor, at its cost, is solely responsible for obtaining workers’ compensation insurance and unemployment insurance. Contractor shall be responsible to pay all required Federal, state and local income, employment, self-employment, business and other taxes, tariffs, duties, levies, or similar charges including but not limited to social security (FICA) and Medicare for which Contractor may be responsible in connection with the operation of its business and with respect to proceeds received from its participation in this Agreement¹⁰.

10. **TERMINATION OF AGREEMENT AND CLOSE OUT:**

A. In the event DPP determines the services provided under this Agreement are not satisfactory, DPP shall issue a notice to cure (“**Cure Notice**”) identifying matters of unsatisfactory performance. The Cure Notice shall provide the Contractor Thirty (30) Days’ opportunity to cure all identified matters of unsatisfactory performance or if any matter cannot be corrected within said thirty day period, then the Contractor shall provide written notice of Contractor’s proposed plan for DPP’s approval, that will not be unreasonably withheld, to cure said matters within a reasonable period of time. In the event the unsatisfactory performance noted in the Cure Notice has not been remedied within the applicable period, DPP may terminate this Agreement at any time thereafter upon ten (10) days additional written notice.

B. The Contractor may terminate this Agreement in the event a payment due the Contractor is delinquent for thirty (30) days or more, or DPP does not comply with the provisions of the Proprietary or Confidential Information or Intellectual Property Rights clauses of this Agreement, and the Contractor has thereafter given DPP written notice and DPP has failed to make the payment within ten (10) days or otherwise cure performance following such written notice.

C. DPP may also, by written Notice of Default to the Contractor, effective thirty (30) days from Contractor’s receipt, terminate the whole or any part of this Agreement in the event the Contractor or any of its officers or any employee having primary responsibility for overseeing the services to be performed by Contractor under this Agreement is convicted of, pleads nolo contendere to, enters into a formal agreement in which they admit guilt, enters a

plea of guilty, or otherwise admits culpability to criminal offenses of moral turpitude, crime relating or involving minors, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion, or any offense of a similar nature, in connection with the Contractor's business. The Contractor shall have a reciprocal right of termination in the event DPP's contract with the City and County of Denver is terminated for like reasons.

D. If the Contractor's services are terminated, it shall be paid only for that portion of the services satisfactorily completed in accordance with this Agreement at the time of such termination. In no event will DPP be liable for any costs incurred by the Contractor after the effective date of termination. Such non-recoverable costs include, but are not limited to, post-termination employee salaries, overhead, insurance costs, contact administration and post-termination administrative expenses, or any other damages, costs or expenses associated with the Agreement or termination hereof which are not expressly authorized under this subparagraph 10.D. Within thirty (30) days following the effective date of termination of this Agreement, the Contractor will submit a final Reimbursement Request to DPP for the amount which represents the compensation actually due and owing the Contractor for its performance prior to the effective date of termination of the Agreement and for which the Contractor has not previously been compensated. Upon approval and payment by DPP of the final Reimbursement Request, DPP shall be under no further obligation to the Contractor for payment under this Agreement.

E. In the event of termination of this Agreement by DPP for any reason, and subject to the confidentiality provisions of paragraph 30, the Contractor will cooperate and coordinate with DPP for the transition of relevant records maintained by the Contractor in connection with the Denver Preschool Program. Provided the Contractor is reimbursed for any costs incurred, the Contractor will also use best efforts to actively and in good faith cooperate and coordinate with any successor contractor or provider retained by DPP in transitioning the operation. The Contractor shall have thirty (30) days following termination of the Agreement to provide DPP all documentation requested or required for complete and adequate closeout of the Agreement including an end of year report. In addition, the Contractor shall comply with contract closeout procedures directed by the CEO or the CEO's designee to be performed under this Agreement for final reimbursement, including but not limited to submission of outstanding invoices, reports, and other information due to DPP.

11. **NO WAIVER:** In no event shall any payment by DPP or any performance by Contractor hereunder constitute or be construed to be a waiver by either Party of any breach of

any term, covenant, or condition of this Agreement or any default which may then exist on the part of the Contractor; the making of any such payment or performance by Contractor when any such breach or default shall exist shall not impair or prejudice any right or remedy available with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be held to be a waiver of any later or other breach.

12. **RETENTION AND EXAMINATION OF RECORDS:** For a period of _____ following final payment under this Agreement, Contractor shall retain all books, documents, papers and records of the Contractor involving transactions related to this Agreement (“Contract Records”). Subject to the confidentiality provisions of paragraph 30, during such post Agreement period, the Contractor agrees that any duly authorized representative or designee of DPP shall have access to and the rights to examine any Contract Records. Such review shall occur no more frequently than once per year, upon prior reasonable written notice to the Contractor, at a place and time convenient to both parties, unless DPP has reasonable cause to require any additional review. Electronic records may be kept in lieu of paper records. Paper records not retained must be shredded using a micro cut shredder.

13. **TAXES AND LICENSES:** The Contractor agrees to promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operations, and to obtain and keep current all required licenses, municipal, county, state or federal, required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises, or license fees to become delinquent. The Contractor further agrees to furnish DPP, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by the Contractor of all required licenses and taxes. The Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in conjunction with its operations, and not to permit the same to become delinquent and to promptly discharge any lien, mortgage, judgment or execution which will in any way impair the rights of DPP under this Agreement; provided, however, the Contractor shall have the right to contest any lien or judgment.

14. **TAXES, CHARGES AND PENALTIES:** DPP shall not be liable for the payment of taxes, late charges, or penalties of any nature.

15. **VENUE, GOVERNING LAW:** Each and every term, condition, or covenant of herein is subject to and shall be construed in accordance with the provisions of Colorado law. Venue for any arbitration shall be in Denver, Colorado, and venue for any judicial action

(seeking protection of rights in intellectual property, trade secrets, or confidential or proprietary information) arising hereunder shall be in the District Court of Denver County, Colorado.

16. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor, its officers, agents and employees shall comply with Federal laws concerning the use, possession or sale of alcohol or drugs. Violation of applicable laws which effect or impair the Contractor's performance under this Agreement can result in DPP barring the Contractor from DPP facilities or participating in DPP operations.

17. **ASSIGNMENT AND SUBCONTRACTING:** DPP is not obligated or liable under this Agreement to any party other than the Contractor named herein. The Contractor understands and agrees that it shall not subcontract or assign this Contract or any other Work under this Contract to any other person or entity without the prior written consent and approval of DPP, in DPP's sole discretion. Any attempt by the Contractor to assign or subcontract its rights hereunder without such prior written consent of DPP shall, at the option of DPP, shall constitute a default by Contractor and automatically terminate this Agreement and all rights of the Contractor under this Agreement. DPP's approval of such contracting or subcontracting shall not be construed to create any contractual relationship between DPP and any such subcontractor, and the Contractor named herein shall in any and all events be and remain responsible to DPP according to the terms of this Agreement for performance of the services to be rendered in accordance with the Scope of Work. Contractor shall remain fully responsible to DPP for the performance by any approved third party performing services or supplying materials contemplated under this Agreement.

18. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

19. **INSURANCE:** The Contractor agrees to substantially comply with the insurance requirements that are detailed in **Exhibit B**. Any deviations from these requirements shall be made only with the prior written approval of DPP.

20. **INDEMNIFICATION:** Each Party shall defend, release, indemnify and save

and hold harmless the other Party, and its officers, directors and agents, against any and all claims and liability arising out of damages to property or bodily injuries to or death of any person or persons, resulting from or arising out of its own activities, omissions or performance in connection herewith, including negligent acts or omissions its officers, employees, representatives, agents and subcontractors; provided, however, that a Party need not indemnify and save harmless the other Party from claims or liability resulting from negligence of the indemnified Party's own officers, employees, representatives, agents or subcontractors.

21. **NO WAIVER OF NON-PROFIT STATUTE:** Notwithstanding any other provision of this Agreement to the contrary, no term of condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Revised Nonprofit Corporation Act, C.R.S., 7-121-101 et seq., as now or hereafter amended. It is acknowledged that C.R.S. 7-123-105, provides for limitations on actions against nonprofit corporations. No provision of this Agreement, whether or not incorporated herein by reference, shall be construed or interpreted so as to diminish the limitations afforded either Party under this Statute.

22. **CONFLICT OF INTEREST:** The parties agree that no official, officer or employee of DPP shall have any personal or beneficial interest whatsoever in the services or property described herein and the Contractor further agrees not to hire or contract for services with any official, officer, or employee of DPP.

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

23. **NO THIRD PARTY BENEFICIARIES:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPP and the Contractor, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person or entity under this Agreement. It is the express intention of DPP and the Contractor that

any person or entity other than DPP or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

24. **DISPUTES:** It is the express intention of the parties to this Agreement that all disputes of any nature whatsoever arising under this Agreement shall be resolved by binding arbitration with the Judicial Arbitrator Group (“JAG”) in Denver, Colorado. Unless the parties agree otherwise, any arbitration shall be conducted by and in accordance with the rules and regulations of the American Arbitration Association. However, if the City and County of Denver is named as a party in the dispute, the dispute shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code 56-106(b)-(f). The parties expressly agree that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties, notwithstanding any other claimed theory of entitlement on the part of either party or any subcontractor or supplier. Prior to invoking arbitration, a Party shall notify the other Party in writing and state the basis for the dispute along with the requested relief. The Parties agree to meet and confer regarding the dispute. Failing resolution, the parties agree to submit the matter to mediation before a mediator chosen by mutual agreement, and further agree to attempt to resolve the dispute acting in good faith. If the dispute is not resolved to the satisfaction of either party, the dissatisfied Party(ies) may seek binding arbitration. Notwithstanding the foregoing, disputes procedure is not required for injunctive relief actions seeking protection of rights in intellectual property, trade secrets, or confidential or proprietary information.

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

26. **SURVIVAL OF CERTAIN AGREEMENT PROVISIONS:** The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the obligations for defense and indemnity, for performance by Contractor following termination as set forth in Section 10.D, for preserving confidentiality of confidential information, and rights and obligations with respect to intellectual property shall 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.

27. **SEVERABILITY:** The parties agree that if any part, term or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation and stating the Maximum Contract Amount to be paid by DPP, is held to be illegal or unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid or unenforceable.

28. **AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:** This Agreement is intended as the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless agreed upon in writing both parties. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment or other agreement properly executed by both parties. No oral representation by any officer or employee of DPP at variance with the terms and conditions of this Agreement, or any written amendment to this Agreement, shall have any force or effect or bind DPP. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

29. **LEGAL AUTHORITY:**

A. The Contractor warrants and represents that it possesses the legal authority to enter into this Agreement and any required action or authorization has been taken or obtained.

B. The person or persons signing and executing this Agreement on behalf of the Contractor warrant and represent that the signatory has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein.

30. **PROPRIETARY OR CONFIDENTIAL INFORMATION:**

A. **Definition of Proprietary or Confidential Information:** The Parties understand and agree that, in performance of this Agreement, each may require access to proprietary or confidential information of the other, the disclosure of which to third parties

may be damaging to the Disclosing Party. “**Confidential Information**” includes that information collected from persons with an expectation that it will be held confidential and not disclosed to third parties. “**Proprietary Information**” means information that is not publicly available information and that either Party considers sufficiently business sensitive to warrant protection as a trade secret or otherwise as permitted by law. Each Party shall identify Confidential or Proprietary information in advance of disclosure to the other. Neither Party may disclose the

Proprietary or Confidential Information of the other to any third person, except as required for performance of this Contract. Each Party shall exercise the same standard of care to protect such information of the Other Party as a reasonably prudent contractor would to protect its own proprietary or confidential information.

B. **Open Records:** The parties understand that DPP is subject to the Colorado Open Records Act, §24-72-201, et. seq., C.R.S. (2005) and that in the event of a request to DPP for disclosure of such information, to the extent such information is under the Contractor’s control, the Contractor agrees to cooperate in good faith in making information available that is subject to disclosure under the Act. In the event the Contractor believes the requested material or information is not subject to disclosure, the Contractor shall provide DPP the basis for such objection, in which event DPP shall object to such request based on the information provided by the Contractor. With respect to Confidential or Proprietary Information previously provided to DPP, DPP will notify the Contractor of requests for such information and shall object to disclosure using the applicable exemption in C.R.S. § 24-72-204. The Contractor shall not be responsible for liability or costs of litigation relating to DPP’s obligations under the Open Records Act.

31. **INTELLECTUAL PROPERTY RIGHTS:**

A. **Ownership.** Except as otherwise specified herein, DPP is and shall be the sole and exclusive owner of all right, title and interest throughout the world in and to all Work Product, including all Intellectual Property Rights therein.

Intellectual Property Rights" means any and all rights arising in the United States or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of

authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world.

“Work Product” means the deliverables pursuant to this Agreement and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by or on behalf of Contractor solely or jointly with the DPP or others in the course of performing the services under this Agreement, and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing.

B. Work Made For Hire; Assignment. Contractor acknowledges and agrees that any and all Work Product that may qualify as “work made for hire” as defined in the Copyright Act of 1976 (17 U.S.C. § 101) is hereby deemed “work made for hire” for DPP and all copyrights therein shall automatically and immediately vest in DPP. To the extent that any Work Product does not constitute “work made for hire.” Contractor hereby irrevocably assigns to DPP and its successors and assigns, for no additional consideration, Contractor's entire right, title, and interest in and to the Work Product and all Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world.

C. Applications for Patent and Registration of Intellectual Property Rights. Contractor acknowledges and agrees that, as between DPP and Contractor, DPP has the exclusive right (but not any obligation), in its sole discretion, to file and prosecute any patent application for or application for registration of any Intellectual Property Rights in the Work Product and maintain any resulting issuance or registration. Contractor shall not file any such application, during the Term or at any time thereafter, unless specifically authorized by DPP in writing to do so on DPP's behalf. In the event any such application is filed in Contractor's name, Contractor hereby irrevocably assigns to DPP and its successors and assigns, for no additional consideration, Contractor's entire right, title, and interest in and to such application, all Intellectual Property Rights disclosed or claimed therein, and any patent or registration issuing or resulting therefrom.

D. Disclosure of Inventions; Maintenance of Records. Contractor shall promptly make full written disclosure to DPP of all inventions that constitute Work Product and shall at all times keep and maintain adequate, current, accurate, and authentic records of all Work Product. Such records may be in the form of notes, sketches, drawings, flow charts, electronic files, laboratory notebooks, reports, or any other format that may be specified by DPP. The records shall at all times be the exclusive property and Confidential Information of DPP, and Contractor agrees not to remove such records from DPP's premises, except as may be expressly permitted by DPP in its written policies or by its prior written consent.

E. Company Materials. As between DPP and Contractor, DPP is, and shall remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to Contractor by DPP ("**Company Materials**"), including all Intellectual Property Rights therein. Contractor shall have no right or license to reproduce or use any Company Materials except solely during the Term to the extent necessary to perform its obligations under this Agreement. All other rights in and to the Company Materials are expressly reserved by DPP.

F. Confidentiality. The Work Product and Company Materials are and shall at all times remain the Confidential Information of DPP and subject to all Contractor obligations and restrictions set forth in Section 30. Without limiting such obligations or restrictions, Contractor shall not disclose to any third party the nature or details of any Work Product or Company Materials without the DPP's prior written consent

G. Moral Rights. To the extent any copyrights are assigned under this Section 31, Contractor hereby irrevocably waives in favor of DPP, to the extent permitted by applicable law, any and all claims Contractor may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all works of authorship to which the assigned copyrights apply.

H. Further Assurances; Power of Attorney. During and after the Term, Contractor shall reasonably cooperate with DPP to (i) apply for, obtain, perfect, and transfer to DPP the Work Product and any and all Intellectual Property Rights therein in any jurisdiction throughout the world, and (ii) maintain, protect, and enforce the same, including giving testimony and executing and delivering to DPP any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as may be requested by the Company.

Contractor hereby grants DPP a limited and irrevocable power of attorney, coupled with an interest, to execute and deliver any such documents on Contractor's behalf in its name and to do all other lawfully permitted acts to transfer legal ownership of the Work Product to DPP and further the transfer, prosecution, issuance, registration, and maintenance of all Intellectual Property Rights therein, to the extent permitted by applicable law, if Contractor does not promptly cooperate with DPP's request (without limiting the rights DPP shall have in such circumstances by operation of law).

I. Pre-Existing Materials.

(i) As between DPP and Contractor, subject to the license granted under Section 31(I)(ii) (below), Contractor is, and shall remain, the sole and exclusive owner of all right, title, and interest in and to all documents, data, know-how, methodologies, software, and other materials developed or acquired by Contractor prior to the date of this Agreement or independently of the performance of any services rendered hereunder ("**Pre-Existing Materials**"), including all Intellectual Property Rights therein.

(ii) To the extent that any Pre-Existing Materials are incorporated in or combined with any deliverable or otherwise necessary for the use or exploitation of any Work Product, Contractor hereby irrevocably grants to DPP a royalty-free, fully paid-up, perpetual, transferable, sub-licensable (through multiple tiers), worldwide, non-exclusive license to use, perform, display, reproduce, distribute, modify, make derivative works of, make, have made, sell, offer to sell, import, and otherwise exploit such Pre-Existing Materials as part of or in connection with such deliverables and other Work Product, and to practice any method related thereto. All other rights in and to the Pre-Existing Materials are expressly reserved by Contractor.

(iii) Contractor shall not incorporate or combine any Pre-Existing Materials or any tangible or intangible property of any third party into or with any deliverable without obtaining DPP's prior written consent.

J. No Infringement. Contractor hereby represents and warrants that: (a) none of the services, deliverables, and Pre-Existing Materials, or DPP's use thereof or other exercise of its rights or license under this Agreement, does or will infringe, misappropriate, dilute, or otherwise violate any Intellectual Property Right of any Person, and (b) as of the date of this Agreement, there are no pending or, to Contractor's knowledge, threatened claims, litigation, or other proceedings against Contractor by any third party based on an alleged violation of such

Intellectual Property Rights.

K. Indemnification. Notwithstanding any other provision herein, each Party shall indemnify and hold harmless the other Party from all loss, damage or liability for, or by reason of, any actual or alleged infringement of any U.S. patent, copyright, or trademark, or any trade secret disclosure arising solely as a result of either Parties’ activities or performance pursuant to this Agreement.

L. Remedies. Each Party shall be responsible for any and all losses or damages resulting from any infringement of the other Party’s Intellectual Property Rights or unlawful disclosure of any Proprietary or Confidential Information by its employees, officers, agents or assigns. Either Party, during or after the term of this Agreement, may take any and all actions that it reasonably deems necessary to protect its rights in its Intellectual Property or its interests concerning the Proprietary or Confidential Information including the intervention in any legal proceeding concerning the Information’s use or disclosure. This obligation shall survive the cancellation or other termination of this Agreement.

32. **NOTICES:** Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by commercial carrier with tracking capabilities, addressed to the parties at the following addresses:

To DPP: Denver Preschool Program, Inc.
305 Park Avenue West, Suite B
Denver, CO 80205
Attention: CEO

With a copy to: _____

To Contractor: _____

or at such other address as either party may hereafter or from time to time designate by written notice to the other party given in accordance herewith. Notice shall be considered received on the day on which such notice is actually received by the party to whom it is addressed as evidenced by tracking records through commercial carrier.

33. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** Each of the Parties

acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions, have been prepared by a particular Party.

34. **INUREMENT:** The rights and obligations of the parties herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

35. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement. Contractor and DPP agree that electronic and facsimile copies of this signed Agreement shall also be deemed originals of this Agreement.

36. **PROHIBITION AGAINST EMPLOYMENT OF UNDOCUMENTED WORKERS TO PERFORM WORK UNDER THIS AGREEMENT:**

A. The Contractor shall not knowingly employ or contract with undocumented workers to perform work under this Agreement. The Contractor shall not enter into a contract with a subcontractor that knowingly employs or contracts with an undocumented worker or that fails to certify to the Contractor that it does not knowingly employ or contract with an undocumented worker to perform work under this Agreement.

B. Contractor and its subcontractors shall execute the 'Certification', in form attached hereto as **Exhibit C**.

C. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs with or contracts with an undocumented worker, it will notify such subcontractor and DPP within three (3) business days, and terminate such subcontractor if within three (3) business days after such notice the subcontractor does not stop employing or contracting with the undocumented worker, unless during such three (3) business day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented worker.

D. Contractor shall comply with all reasonable requests 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. E. If the Contractor fails to comply with any provision of this Section 36, DPP may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to DPP, and the provisions of Paragraph 10 shall govern such termination, to the extent reasonably applicable.

IN WITNESS WHEREOF, DPP and the Contractor have executed, through their lawfully

empowered representatives, this Agreement as of the day and year above written.

DENVER PRESCHOOL PROGRAM

By: _____
CEO, Denver Preschool Program

By: _____
Chair of the Board of Directors, Denver Preschool Program

[Contractor's name]

By: _____

Name: _____

Title: _____

Exhibit A - Scope of Work/Budget

Exhibit B - Insurance Requirements

Exhibit C - Certification

Exhibit A
Scope of Work/Budget:

DPP shall pay to Contractor a maximum sum not to exceed \$ _____ annually (the “Contract Amount”) during the Term of this Agreement.

Project Contract:

This scope of work pertains to work to be performed by _____ (“Contractor”) for the Denver Preschool Program (“DPP”).

Project:

Timeline:

This project commences _____, and runs through _____.

Fees:

Expenses:

Day-to-day out-of-pocket expenses are included in the above not-to-exceed fees. Out-of-pocket expenses include administrative time, transportation, photocopying, postage, parking, local and long-distance telephone and fax, cellular calls, messenger and other similar day-to-day office expenditures.

Special Costs:

The following items are not included in the out-of-pocket expenses listed above, must be approved by DPP in writing in advance, and will incur additional costs:

Exhibit B
Insurance Requirements

A. **General Conditions:** The Contractor agrees to secure, prior to the disbursement of funding hereunder, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The 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 any claims-made policy, three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as “A” VIII or better, or other insurer acceptable to DPP. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the CEO, Denver Preschool Program, 305 Park Avenue West, Suite B by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.” If any policy is in excess of a deductible or self-insured retention, DPP must be notified by the Contractor. The 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.

B. **Proof of Insurance:** The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor further agrees to have its agent or broker provide a certificate of insurance, a policy, or other proof of insurance as required by DPP.

C. **Additional Insureds:** For general liability, the Contractor’s insurer shall name DPP as an additional insured.

D. **Third Party Providers:** All sub-consultants, independent contractors, suppliers or other entities providing goods or services to or on behalf of the Contractor as contemplated by this Agreement shall be subject to all of the requirements herein and shall procure and maintain to the extent applicable the same coverages required of the Contractor. The Contractor shall include all such consultants, independent contractors, suppliers or other entities as insureds under its policies or shall ensure that such third parties maintain the required coverages. The Contractor agrees to provide proof of insurance for all such third parties upon request by DPP.

E. **Workers’ Compensation/Employer’s Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each of its business locations and shall maintain Employer’s Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

F. **General Liability:** The Contractor shall maintain limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000

products and completed operations for each occurrence, and \$2,000,000 policy aggregate.

G. **Automobile Liability:** The Contractor shall maintain limits of \$1,000,000 for combined single limit applicable to all vehicles operating on DPP's property and elsewhere which includes auto pollution liability coverage for any vehicle hauling cargo containing pollutants or contaminants.

H. **Additional Provisions:**

(1) For all general liability, the policies must provide the following:

(a) If any aggregate limit is reduced by twenty-five percent (25%) or more by paid or reserved claims, DPP shall notify the City within ten (10) days and reinstate the aggregates required;

(b) Defense costs, and such costs will not diminish the policy limit.

(c) Contractual liability covering bodily injury, property damage, and loss of use claims related to the indemnification provisions of this Agreement.

(d) A severability of interests provision;

(e) Waiver of exclusion for lawsuits by one insured against another;

(f) A provision that coverage is primary; and

(g) A provision that coverage is non-contributory with other coverage or self-insurance provided by the City.

(2) For all general liability, if the policy is a claims-made policy, then the retroactive date must be on or before the date the first DPP Board of Directors was appointed.

For all general liability, the policies must not contain an exclusion for sexual abuse, molestation, discrimination or similar offenses.

**Exhibit C
Certification**

CERTIFICATION UNDER §8-17.5-102, C.R.S.

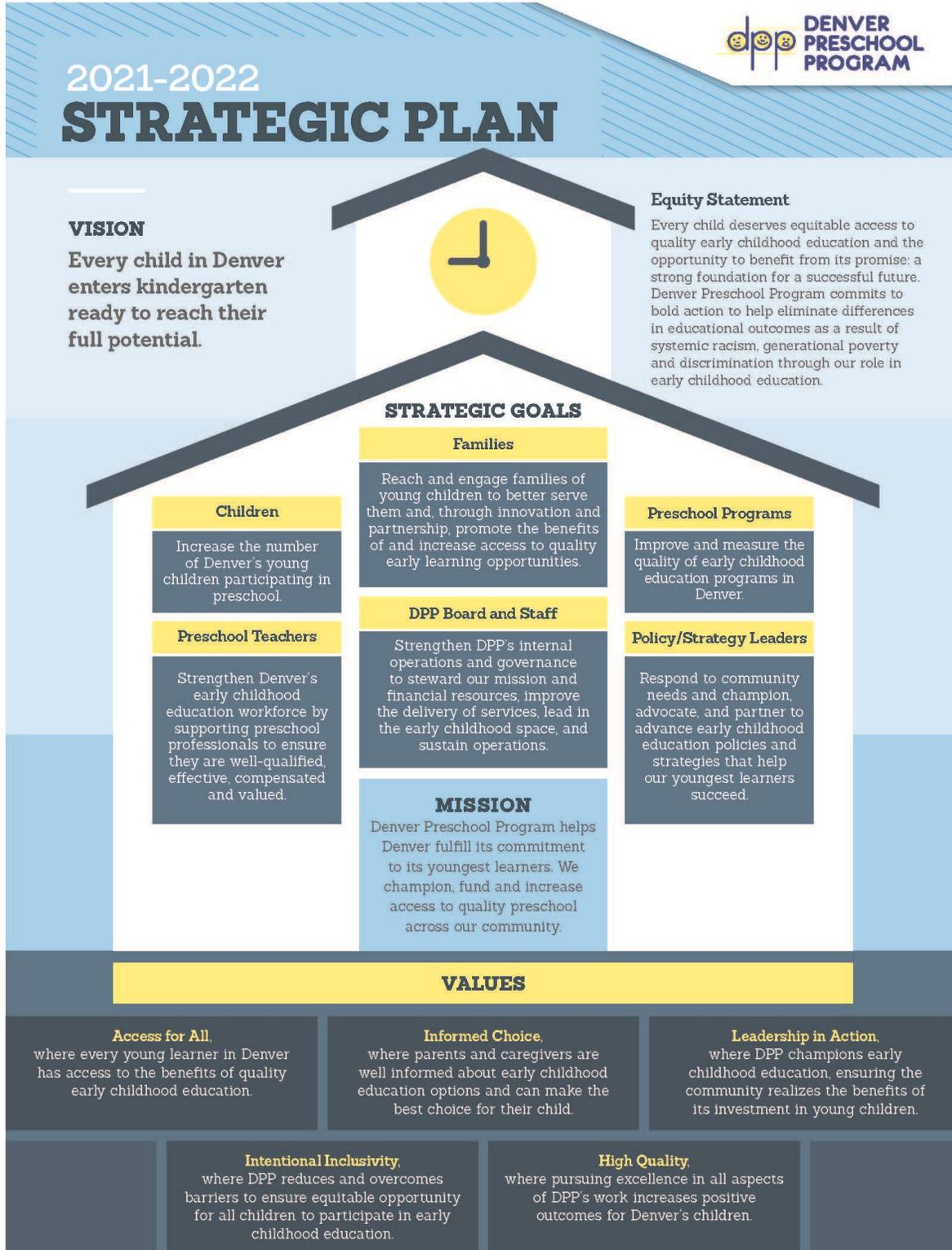
1. **[name of Contractor]**, in compliance with §8-17.5-102, C.R.S., certifies that at the time of the execution of this Certification.
2. **[name of Contractor]** does not knowingly employ or contract with undocumented workers.
3. In the event **[name of Contractor]** hires any employees, it will attempt to participate in the Basic Pilot Employment Verification Program in order to verify that it does not employ any undocumented workers.

By: _____
Signature

Name: _____

Title: _____

ATTACHMENT C: DPP Strategic Plan



Strategic Goals

Through 2022, Denver Preschool Program will focus on six strategic priorities carried forward from our 2017-2021 plan. Each priority is accompanied by a vision of success.

1 Increase the number of Denver’s young children participating in preschool.

VISION OF SUCCESS:

- DPP will continue to ensure Denver’s 4-year-olds are attending preschool while broadening our reach to include 3-year-olds through tuition credits and other mechanisms that prioritize our under-resourced families.
- DPP will hold ourselves accountable to increase access to early childhood education for Black, Indigenous, and people of color in an intentional way, focusing on serving under-resourced neighborhoods of our community.

2 Improve and measure the quality of early childhood education programs in Denver.

VISION OF SUCCESS:

- DPP will assist early childhood education providers in retaining and improving their quality rating as they emerge and recover from the pandemic.
- DPP will focus specific attention on providers that serve our highest-need and under-resourced children in achieving quality gains.
- DPP will help families choose quality early childhood education options.
- DPP will continuously assess methods of measuring and increasing quality and contribute to the field of improving quality measurement standards.
- Through evaluative efforts, DPP will continue to explore what drives quality in programs and what indicators of quality predict positive outcomes for participating children.

3 Respond to community needs and champion, advocate, and partner to advance early childhood education policies and strategies that help our youngest learners succeed.

VISION OF SUCCESS:

- DPP will partner with local and state governments to accelerate, enhance and effectively deploy expanded supports to providers.
- DPP will provide leadership and share our successful model to inform other communities across the country and the new Department of Early Childhood in Colorado.
- In addition to sharing our knowledge, we will proactively reach out to learn from other peer cities and programs.
- This exchange and sharing of knowledge benefit our local early childhood education providers and our young learners, by creating a strong ecosystem and value for early childhood education.



4 Strengthen Denver's early childhood education workforce by supporting preschool professionals to ensure they are well-qualified, effective, compensated and valued.

VISION OF SUCCESS:

- DPP will contribute to improvements for the ECE workforce by working with others in the field to support tangible improvements and systems-level impact.
- DPP will leverage its financial resources to model and innovate ways of directly supporting Denver's early childhood educators, directors and administrators.
- DPP will provide equitable access to all workforce development opportunities.
- DPP will share its workforce learnings to inform universal preschool in Colorado.

5 Reach and engage families of young children to better serve them and, through innovation and partnership, promote the benefits of and increase access to quality early learning opportunities.

VISION OF SUCCESS:

- DPP will create an effective approach to family engagement, inclusive of our under-resourced families and our BIPOC families, to ensure we are responsive to their ideas and needs.
- DPP will continue to be in constant communication with providers and families to assess the changing needs in the community, implementing an action-oriented and informed decision-making process.
- DPP, in collaboration with others, will ensure more children arrive at kindergarten having engaged in positive early learning experiences.
- DPP will continue the creation of pilot programs to actively provide solutions to the health, social justice and economic pandemic that impacted children, families and providers.

6 Strengthen DPP's internal operations and governance to steward our mission and financial resources, improve the delivery of services, lead in the early childhood space, and sustain operations.

VISION OF SUCCESS:

- DPP will contribute to the recovery of Denver's early childhood education system, social justice system and the economy post-pandemic, with equity at the forefront.
- DPP will define our role within the rapidly changing early childhood education landscape.
- DPP will be prepared for reauthorization.
- DPP will ensure the ability and support to achieve the goals and vision of this strategic plan through sufficient capacity, skills, and engagement of staff and board.



DPP's Equity Commitments

In support of our equity statement, and in service of the creation of a more equitable early childhood landscape and a more just world, we commit to awareness, access, advocacy and action:

1) Grow our knowledge and awareness of inequities and their root cause

- Continually grow our awareness and understanding of inequities that historically and continue to exist in ECE.

2) Drive access, choice and quality in early childhood education

- Reduce barriers to early childhood education access, choice and quality.
- Invest resources and implement policies that promote the well-being and positive experiences of Black, Indigenous and children of color and families in early childhood education experiences.
- Support high-quality preschool programs that build on each child's unique individual and family strengths, cultural background, language(s), abilities, and experiences.

3) Advocate for systems-level policy changes that address harm.

- Recognize our role as part of a larger ecosystem that we are capable of influencing and act upon our obligation to remedy harm by that system.
- Promote policies within and outside of DPP that eliminate differences in educational outcomes as a result of who children are, where they live, and what resources their families have.

4) Take bold action.

- Start with DPP and center who we are and what we do in equity and inclusivity.
- Take action through our leadership, programs, and services to reduce the harm caused by poverty, racism and discrimination.
- Lead by example and support our providers and partners on their equity journeys with the tools and resources they need to be successful.
- Advance social justice for our youngest children to achieve equal treatment and experience equal rights by reducing implicit bias, exploring context, and helping children see themselves in their teachers and their classroom communities.

Cross-Cutting Strategies for Achieving Goals

To achieve each of DPP's strategic goals, the following strategies across each goal are needed:

Equity: Promote and operationalize equity in action.

Communications: Increase clarity and awareness of DPP, utilize new methods to share the benefits of preschool and, report on the impacts, and promote best practices.

Partnership: Strengthen existing and establish new partnerships, including programmatic and financial, that help us deliver on our promise.

Assessment: Continue to improve, utilize and enhance our sharing findings from both near and long-term assessment of DPP's process and outcomes.

Engagement: Grow our authentic engagement of families and providers to better understand and respond to their needs, while continuing to engage leaders and partners in early childhood education leadership.

Innovation: Expand on our feedback, creativity and iteration to, explore the frontier of how we best meet our mission and deliver programming.

ATTACHMENT D: DPP Strategic Research Agenda (DPP SRA)

About the Denver Preschool Program

The Denver Preschool Program (DPP) provides access to affordable high-quality preschool through tuition credits for children and quality improvement resources to preschool providers.

DPP Vision and Mission

DPP's vision is that every child in Denver enters kindergarten ready to reach their full potential.

In order to achieve this vision, the mission of DPP is to champion, fund and increase access to quality preschool across our community.

DPP Values

Access for All, Informed Choice, Leadership in Action, Intentional Inclusivity, High Quality

DPP's Equity Statement

Every child deserves equitable access to quality early childhood education and the opportunity to benefit from its promise: a strong foundation for a successful future. Denver Preschool Program commits to bold action to help eliminate differences in educational outcomes as a result of systemic racism, generational poverty and discrimination through our role in early childhood education.

DPP's Equity Commitments

In support of our equity statement, and in service of the creation of a more equitable early childhood landscape and a more just world, we commit to awareness, access, advocacy and action:

- 1) Grow our knowledge and awareness of inequities and their root causes.
 - a) Continually grow our awareness and understanding of inequities that historically and continue to exist in ECE.
- 2) Drive access, choice and quality in early childhood education
 - a) Reduce barriers to early childhood education access, choice and quality.
 - b) Invest resources and implement policies that promote the well-being and positive experiences of Black, Indigenous and children of color and families in early childhood education experiences.
 - c) Support high-quality preschool programs that build on each child's unique individual and family strengths, cultural background, language(s), abilities, and experiences.
- 3) Advocate for systems-level policy changes that address harm.
 - a) Recognize our role as part of a larger ecosystem that we are capable of influencing and act upon our obligation to remedy harm by that system.
 - b) Promote policies within and outside of DPP that eliminate differences in educational outcomes as a result of who children are, where they live, and what resources their families have.
- 4) Take bold action.

- a) Start with DPP and center who we are and what we do in equity and inclusivity.
- b) Take action through our leadership, programs, and services to address and reduce the harm caused by poverty, racism and discrimination.

DPP's Theory of Change

If DPP approaches its vision and mission by:

- Making preschool more affordable through targeted universal funding,
- Increasing access to quality preschool,
- Supporting the ability for parents/caregivers to choose the right preschool for their child;
- Investing in quality, culturally-responsive preschool environments by supportive providers, teachers and classrooms;
- Designing our work to promote equity and dismantle inequities within the early childhood systems
- Evaluating and assessing our programs, services and impact, and communicating our findings
- Leading and collaborating to strengthen the early childhood ecosystem...

We will improve lives in Denver:

- Giving more children strong social-emotional and learning foundations;
- Reducing barriers to attending quality preschool;
- Improving household economics for Denver's families, enabling other economic choices beyond the high cost of preschool;
- Strengthening the early childhood system of policies, services, and providers to better support Denver's youngest children at their most critical period of development.
- Helping every child enter kindergarten ready to reach their full potential.

The DPP Strategic Research Agenda Vision

The Denver Preschool Program is a truly universal program — created to make high-quality preschool accessible to Denver children of all income levels and from every corner of the city. This requires evidence-based research that will advance its operations and practices. Through this strategic research agenda, DPP will focus on promoting research to provide evidence and answers to our strategic mission on what drives quality, accessible and equitable preschool for Denver children.

This research agenda provides policymakers and practitioners with the evidence they need to improve access to high-quality affordable preschool. Additionally, it is also necessary to develop a body of knowledge to understand how providers can implement systems to advance teacher performance and adopt effective strategies to implement high-quality education.

Finally, DPP will collect, analyze and synthesize data utilizing an equity lens. Data-driven decision-making is foundational to dismantling inequities. As we work to build equitable early childhood systems, data that offers insights into child well-being can be used to inform our decisions, such as where and how to invest resources, where to change or maintain policies or practices, how to develop eligibility criteria, and more.

DPP SRA Purpose

The SRA outlines the current and projected efforts of DPP to reach our strategic goals, promote equity, provide a better mechanism for data-driven decisions, and examine program impact and short- and long-term child outcomes, informed by the following DPP impact research questions

DPP Impact Research Questions

- What factors drive quality in early childhood education?
- What increases access to quality early childhood education for families/ caregivers?
- What actions and programs lead to more equitable outcomes for Denver’s early learners?
- What increases the ability of families and caregivers to have choice among quality early childhood education opportunities?
- What early childhood investments can best support positive child outcomes?

Research Agenda Priorities for Data Use

At the heart of the research agenda are the principles that guide our research investment decisions. These principles complement and align with our values and the goals outlined in the strategic plan. The three principles serve as the compass for DPP’s future research investment:

1. Measure progress on strategic goals and initiatives and make data-driven decisions that can be updated to make a deeper impact
2. Harness the power of data to understand the effectiveness of DPP activities to promote equity, choice, access and quality and how it informs the ECE field.
3. Champion Diversity, Equity, and Inclusion efforts informed by our equity statement and commitments through the use of research methods grounded in equity principles including, but not limited to, the known research tools such as QuantCrit (Gillborn et al., 2018).

DPP Research Values and Principles Statements

Candor—DPP is committed to receiving and sharing information regarding both successes and opportunities for growth, with a focus on continuous improvement.

Accountable—DPP is committed to being a good steward of public funds by achieving the highest standards through comprehensive, thorough, and accurate practices.

Bold—DPP is committed to responding and adapting the evolution of early learning best practices and is willing to take risks and try new innovative approaches.

Purposeful—DPP is committed to acting with intention. We measure the effectiveness of all areas of our work and we use those results to adapt and evolve in our practices.

Responsive—DPP works to ensure that evaluation investments are supporting the latest findings, movements and progression in the overall early childhood field.

Equitable- DPP is committed to making sure every child has a strong foundation for a successful future.

Research and Equity

Using an equity lens in evaluation and research is vital to DPP's overall mission and vision. The DPP Board has made a commitment to look at data when making decisions, paying particular attention to how DPP can improve our diversity, equity and inclusion (DEI) work to better support the community. Because of the weight that is given to data in the DEI work, careful consideration is needed. At its best, data has the power to be a catalyst for change or at its worst data can be the ammunition for perpetuating inequitable and/or oppressive systems.

High-quality early childhood education has lifelong impacts on achievement, health, and economic outcomes for individuals, as well as a return on investment for local communities, according to research done by James Heckman of the University of Chicago. However, these benefits do not reach every child, every family, or every community. As we work to build equitable early childhood systems, data that offers insights into child well-being can be used to inform our decisions, such as where and how to invest resources, where to change or maintain policies or practices, how to develop eligibility criteria, and more. No single data point or set of data points can begin to describe the complex experiences of children, families, or communities. That means DPP should search for multiple sources of data from multiple angles. As leaders in early childhood programs and system we need to ask ourselves important questions:

- Who is and who is not benefitting from our early childhood programs and systems?
- What must we do to erase those differences?

DPP must work to create change in early childhood systems, reduce disparities, and support children, families, and communities marginalized by structural racialization. With this in mind, DPP has established three main research priorities:

Research Priority 1

Measure progress on strategic goals and initiatives and make data-driven decisions that can be updated to make a deeper impact. To do this DPP will:

- 1) Establish and track measurable outcomes of the strategic vision, mission and values for DPP utilizing the 2022 Strategic Plan Refresh.
- 2) Leverage the defined measurable outcomes to establish the scope of work and requirements for the RFP process.
 - a) Provide guidance for current and future RFP
 - b) Establish the base scope of work for evaluation contractors now and into the future.
- 3) Track progress of the strategic goals to drive continuous quality improvement.
- 4) Establish DPP's specific measures of success, taking into consideration the parameters set by the contract with the City.

Research Priority 2

Harness the power of data to understand the effectiveness of DPP activities to promote equity, choice, access and quality and how it informs the ECE field. DPP will:

- 1) Promote our data infrastructure for evaluation, data-driven decisions, tracking program quality and child outcomes to help DPP be a leader to drive systemic change
- 2) Share data with stakeholders that evaluate if DPP is making an impact on:
 - a) Every child is ready for kindergarten
 - i) Children meet developmental milestones that are associated with later success (social emotional, cognitive, literacy/vocabulary)
 - ii) Children built routines that show success (regular attendance, family engagement)
 - iii) Children have positive experiences with teachers (safe, included, and valued)
 - iv) Measures that are still to be determined
 - b) Equitable access to a high-quality preschool/early childhood experiences for every child in Denver
 - i) Proximity to a quality preschool is important, therefore the location of a high-quality preschool with an open slot must be reachable from each child's home using the family's preferred mode of transportation
 - ii) Families have at least one high-quality option available to them that is affordable and has an enrollment opening for the days/hours they need
 - iii) There are no child care deserts in the city
 - iv) Even when the family chooses not to enter into a licensed program they have access to high-quality early childhood programming (e.g., La Piñata del Aprendizaje, Little University, HIPPY)
 - v) Understand the demand of high-quality preschool spots, the actual supply available in the market and the concrete steps that are needed to ensure supply meets that demand
 - c) High-quality preschool options are more accessible with DPP credits and scholarships
 - i) Families can have access to reliable and educational programs for their children while they work or attend school/career training programs
 - ii) Model how tuition credits reduce the financial burden for families so that attending preschool is affordable regardless of household income levels
 - d) The quality of DPP-participating early childhood programs are excellent and support children to enter kindergarten ready to reach their full potential
 - i) Highlight the growth DPP has seen over the year to bring up the quality of preschools with the DPP QI model
 - ii) In recognizing DPP's deeply-rooted commitment to DEI may or may not always be shared at the same levels in external organizations or preschool quality-rating systems that are outside DPP's control, DPP should continuously deliberate on what quality metrics and rating systems are best suited to support DPP in achieving its DEI goals
 - e) Denver has an adequate pool of highly-qualified, valued, well-compensated ECE workforce members
 - i) There is no shortage of ECE workforce members
 - ii) There is equal pay for equal work and there is a baseline of pay parity across all settings set at a comfortable, realistic livable wage.
 - iii) The workforce is highly-qualified and/or has the compensation and support to become highly-qualified.

Research Priority 3

Champion Diversity, Equity, and Inclusion efforts informed by our equity statement and commitments through the use of research methods grounded in equity principles including, but not limited to, the known research tools such as QuantCrit (Gillborn et al., 2018). DPP will:

- 1) Ensure DPP's evaluation research methods, data collection and dissemination are grounded in the tenets of QuantCrit, summarized by Van Dusen and Nissen (2019) as;
 - a) The centrality of oppression: QuantCrit researchers take as a fact that structural racism and sexism plague the U.S. economic, political, and educational systems
 - b) Data and methods are not neutral. QuantCrit research acknowledges that all data and analysis methods introduce biases and strives to minimize and explicitly discuss these biases
 - c) Data cannot speak for itself. When researchers present data or findings without explicitly providing a perspective, readers will likely interpret the data and findings through the dominant perspective, which often leads to racist and sexist interpretations
 - d) Valuing narrative and counter-narrative. QuantCrit researchers strive to include people's voices from historically excluded groups in the data and research teams to ensure diversity in the narratives promoted
 - e) Groups are neither natural nor inherent.
 - i) DPP researchers will seek to minimize student data aggregation, representing as much diversity in student outcomes as their data can reasonably allow. When aggregating data, DPP researchers should do so in transparent ways that do not erase students, and respect their identities
- 2) Apply an intersectional approach (Crenshaw, 1990)
 - a) Are we describing the root causes or the symptoms of a larger issue?
 - b) An intersectional analysis seeks to illuminate the multiplicative effects of different but interdependent categories and factors (Lopez et al., 2018).
- 3) Understand the unique experiences of Black, Indigenous, People of Color (BIPOC) staff in the ECE field
 - a) Leverage our efforts to combat Racial Battle Fatigue (Smith et al., 2011) for BIPOC early childhood professionals
- 4) Champion our commitment to equity by discussing it with other stakeholders or other diverse groups
 - a) Build trust and relationships with the community
 - b) Engage in collaborative and participatory ways with the community
 - i) Whose voices are heard?
 - ii) Who is at the table? /Who is not at the table?
 - iii) What does this mean for the process?
 - iv) When should DPP staff participate in stakeholder/focus groups? When should they not?
- 5) Create meaningful and engaging dissemination avenues
 - a) Be sure that the communities who are impacted the most understand the research
 - b) Find compelling ways to tell the story behind the numbers
 - c) Language matters
 - i) Is the language used appropriate for the audience (reading level, strengths-based)?
 - ii) Are the results "blaming" something that can't be changed? (i.e., race is not a cause of inequities... racism is)

ATTACHMENT E: DPP Branding Expectations and Core Values

BRAND MESSAGING

FUNCTIONAL ROLE

At Denver Preschool Program we are a champion for quality, accessible preschool across our community.

We make preschool possible for all 4-year olds within the city – regardless of neighborhood or socioeconomic status, through tuition support and access to information.

We increase the quality of preschool by providing resources and quality measures to providers, and by leading the conversation around early childhood education with policymakers and the public.

BRAND PERSONALITY

TRUSTWORTHY

deserving of trust or confidence, dependable, reliable

For DPP, it means being a credible voice in the conversation and a valuable resource to Denver parents for information about preschool options

MATURE

completed, perfected or elaborated in full by the mind

For DPP, it means being grown-up without being stuffy; speaking about children but not child-like

NICE

pleasing, agreeable, delightful

For DPP, it means being approachable and sincere, while also being a trusted voice of authority

DIRECT

straightforward, frank, candid

For DPP, it means using clear, easily understood language and tone, not overly verbose or complicated

CONNECTED

unified and part of something

For DPP, it means acting as a bridge to connect parents with preschools, and to coalesce the ECE community to increase quality

2019 Graphic Standards 4

KEY AUDIENCE TALKING POINTS

DOES MY FAMILY HAVE TO PARTICIPATE?

- Participation in both preschool and the Denver Preschool Program is voluntary. However, as a taxpayer-funded initiative, families residing within the City and County of Denver are encouraged to take advantage of it.

HOW MANY PRESCHOOLS PARTICIPATE?

- More than 250 preschools partner with the Denver Preschool Program. Sites include community-based centers, family and child care homes and Denver Public Schools locations.

WHO CAN RECEIVE TUITION CREDITS?

- All Denver families with a 4-year-old child in their last year of preschool before kindergarten can sign up for tuition support through the Denver Preschool Program.
- Students can attend school for the morning, afternoon, school day or work day.

HOW MANY TUITION CREDITS CAN A FAMILY RECEIVE?

- Tuition credits are awarded on a sliding scale, which takes into account your family's income, household size, quality rating of the chosen program and length of day your child attends preschool.
- The Denver Preschool Program's income tiers are designed to assure that the lowest income, highest need, families receive the highest tuition assistance while families in the other economic tiers receive a meaningful tuition credit.
- There are 5 tiers of family income, with 1 the lowest income.
- Preschools are rated in the state system called Colorado Shines for quality on a scale from 1-5, with 5 the highest quality.

2019 Graphic Standards 6

IDENTITY LOCKUP & COLORS

IDENTITY



COLOR



GRAYSCALE



DO NOT USE TYPESET NAME ALONE



DO NOT USE ICON ALONE



IDENTITY STAGING, SIZES & TAGLINE

STAGING AREA



MINIMUM SIZE



TAGLINE

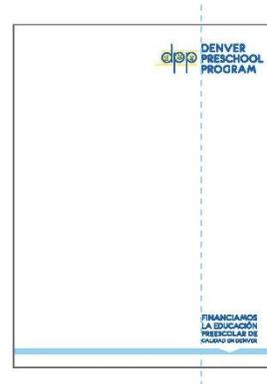
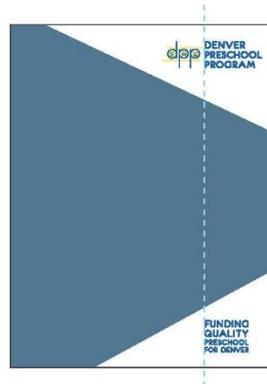
In any layout the tagline is sized to appear similar to the identity and have a top-to-bottom relationship on a page.

By sharing similar typography and color, the functional descriptor and logo share a connection while utilizing layout space. The two are aligned using the left sides of both the name and the tagline.

The logo and tagline can either be placed within white triangles, or can lie on a plain white background.

A light blue bar with a graphic notch can be used to anchor the tagline in larger open spaces of a layout. The tagline may also be used on its own.

Always use the Spanish tagline on Spanish materials.



IDENTITY INAPPROPRIATE USES

DO NOT CHANGE THE COLORS



DO NOT REDRAW OR RETYPE ANY ELEMENTS



DO NOT CHANGE THE SIZE OR RELATIONSHIP OF THE ELEMENTS



DO NOT USE IDENTITY AND TAGLINE LOCKED UP TOGETHER



DO NOT STRETCH ANY OF THE ELEMENTS



TYPOGRAPHY

The appropriate use of complementary fonts adds another level of visual sophistication and recognition to a visual brand. It provides visual hierarchy to enable ease of navigation through information as well as directed messaging.

SANCHEZ BLACK

(Display font: headlines, features, all caps)

ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

Sanchez Multiple Weights & Styles

(Sub-heads, body copy, upper and lower case as necessary)

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

MUSEO Multiple Weights & Styles

(Alternate display font: headlines, features, sub-heads, all caps)

ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

GUIDED USAGE

HEADLINE & DISPLAY COPY

Sanchez is the primary font that is used to render display copy and primary headlines. Display copy can range from a feature copy block to a website button or visual link. Anything that demands more attention from the viewer and is therefore elevated as the primary read should use this font. The weight used is Black and is always used in All Caps. It may also be paired with Museo in various weights in All Caps. In main headlines on printed pieces, justify all copy to align on both left and right sides.

SUB-HEADS & BODY COPY

When possible, the font Sanchez should be used to act as a support font for sub-heads and body copy information. This font has several weights and styles that can be used to differentiate and create hierarchy between various types of content.

Museo may also be used to call out various content.

MICROSOFT SAFE FONTS

Use Georgia in place of Sanchez, and Calibri in place of Museo on all Microsoft applications.

COLOR

The color breakdowns for DPP include Pantone, CMYK colors for print, RGB and hex codes for digital. Each of these mixes has been carefully chosen to work across various mediums, so follow these breakdowns carefully.

PRIMARY



7684 C
 CMYK: 90 64 0 0
 RGB: 56 94 157
 HEX: 385E9D



5415 C
 CMYK: 30 22 17 57
 RGB: 117 120 123
 HEX: 75757B



7608 C
 CMYK: 0 76 72 31
 RGB: 164 73 61
 HEX: A4493D



624 C
 CMYK: 48 8 34 20
 RGB: 120 159 144
 HEX: 789F90



COOL GRAY 9 C
 CMYK: 90 64 0 0
 RGB: 56 94 157
 HEX: 385E9D

SECONDARY/ACCENT



291 C
 CMYK: 38 4 0 0
 RGB: 155 203 235
 HEX: 9BCBEB



127 C
 CMYK: 0 4 62 0
 RGB: 243 221 109
 HEX: F3DD6D



372 C
 CMYK: 16 0 41 0
 RGB: 212 235 142
 HEX: D4EB8E



COOL GRAY 1 C
 CMYK: 4 2 4 8
 RGB: 217 217 214
 HEX: D9D9D6



COOL GRAY 10 C
 CMYK: 40 30 20 66
 RGB: 99 102 106
 HEX: 63666A

PHOTOGRAPHY

GUIDED USAGE

HEADERS AND LEADING IMAGERY

Use photography that shows child(ren) engaged, either with what they are doing, with the teacher, with each other, or with the camera. Photos that use the rule of thirds work best, as there will usually be a headline on top of the photo. If the photos have distracting backgrounds, blur the background or crop as needed so the child(ren) in the foreground are the main focus.

SUPPORTING IMAGERY

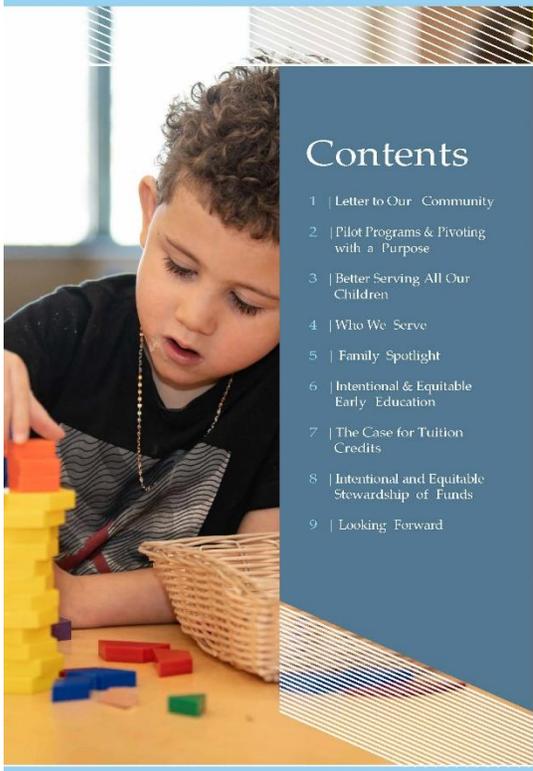
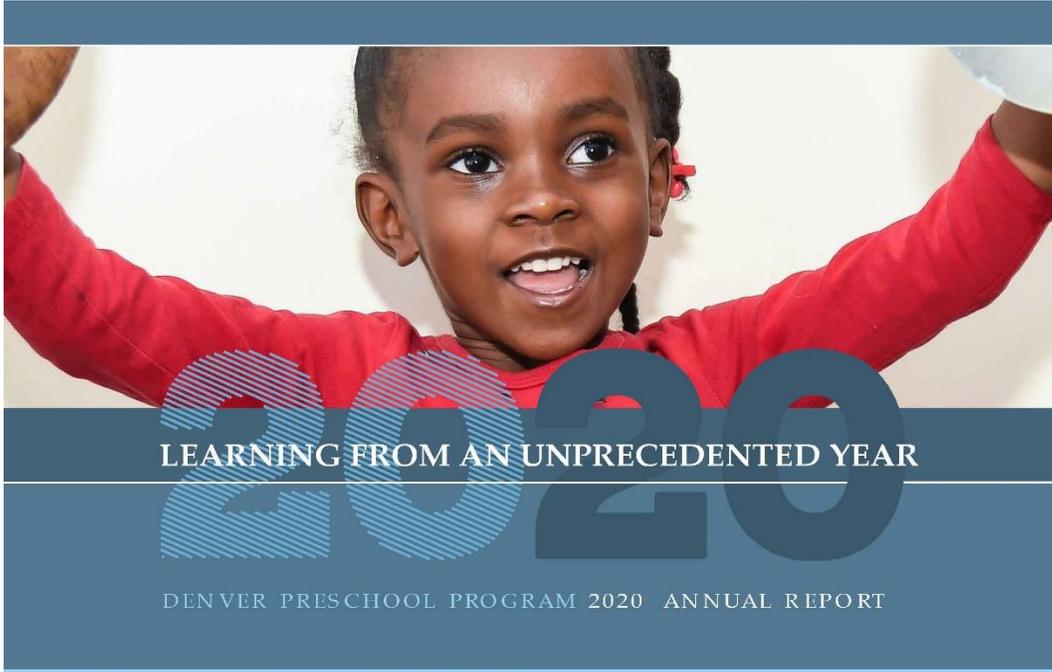
Alternate content with photos of children on their own, supported by images of children interacting with others. Alternate photos of gender, and various races.

EDITING

The photos should be bright and colorful. If the images provided are dim, please increase the contrast, brightness, and saturation as needed so the treatment is consistent.



ATTACHMENT F: DPP 2020 Annual Report



Contents

- 1 | Letter to Our Community
- 2 | Pilot Programs & Pivoting with a Purpose
- 3 | Better Serving All Our Children
- 4 | Who We Serve
- 5 | Family Spotlight
- 6 | Intentional & Equitable Early Education
- 7 | The Case for Tuition Credits
- 8 | Intentional and Equitable Stewardship of Funds
- 9 | Looking Forward

LETTER TO OUR COMMUNITY 01

Dear Friends of the Denver Preschool Program,

We achieved more than we could have imagined during the 2019-2020 school year. Despite its challenges, we believe the best is yet to come.

I remain honored and humbled to lead a team that is focused on providing relevant support to Denver's early childhood ecosystem. Nothing — not an unprecedented global health crisis, national political and social unrest, nor a sharp decrease in local sales tax revenue on which our program relies — could stop the DPP team from giving their all.

Our team is more than DPP board members and employees; it's you: a community of parents and guardians, preschool providers and allies in the community and in public office. Because of your tenacity, we were able to launch several pilot programs aimed at ensuring our schools can persevere in times of crisis and recovery. Because of their resourcefulness, we also had the funds to safely keep 4,877 Denver 4-year-olds in preschool whether online or in-person during the 2019-2020 school year. And because of a willingness to be innovative, we have the experience needed to help inform the expansion of equitable early childhood education beyond this pandemic and into the future. But to achieve our next chapter, we must ensure our teachers have what they need to sustain their chosen careers. The people who have made their vocation educating our children during a critical development period should be able to afford to live in the communities they serve.

The enduring disruption of our daily rituals due to the pandemic has reinforced a truth that we have always known: early childhood educators are essential workers. The success of our economy — and our Zoom meetings — depends on families having reliable child care. Yet, there was a child care deficit long before COVID-19 came to Colorado.

The number of children under age four in Colorado is expected to increase 23% by 2026¹. To meet the growing demand for excellent early childhood educators, we are working closely with the entire early childhood education ecosystem to rethink, reinvent and reimagine in real-time, how early childhood education can be even more rewarding for all involved.

These unprecedented times have given us the opportunity to develop solutions that will positively shape the futures of our children; enhance diversity, equity and inclusion within our city; and inspire other communities in our country to echo our ethos — preschool matters.

We are excited to share what we've accomplished together against all odds and as always, thank you for your support.

Sincerely,

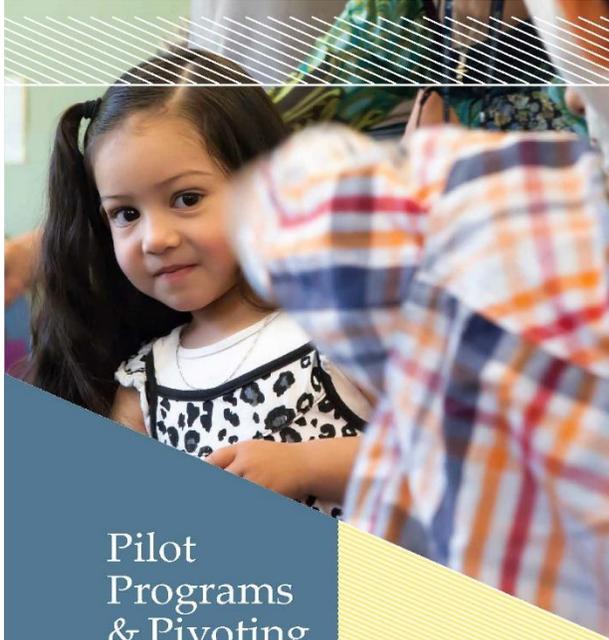


Lisa Holguin
Lisa Holguin
President & CEO



Zach Hochstadt
Zach Hochstadt
Chair, Board of Directors

1. <https://www.dpp.org/2021/01/26/the-world-is-behind-the-workforce-ensuring-colorado-normal-child-care-at-risk>



Pilot Programs & Pivoting with a Purpose

02

DPP responds to the critical needs of Denver's essential workers, working families and early childhood educators

02

Helping the Pandemic's Hidden Heroes Stay Afloat

SITUATION Child care centers and family child care homes became even more indispensable during the 2019-2020 school year. At a time when many early childhood education programs — including those within Denver Public Schools — closed their doors, and there wasn't a vaccination in sight, many community-based operations took on the risk of offering in-person care to families who still needed it. But the programs themselves also had needs that, if unmet, could have led to more long-term closures.

In April 2020, nearly half of DPP providers expressed concern about their long-term stability and faced the possibility of having to close permanently.

ACTION Child care centers and family child care homes are largely small businesses or nonprofits that rely on consistent enrollment numbers to keep their doors open. Firmly owning its obligation to help these independent operators survive new adversities, DPP provided resources toward staying open, retaining staff and offsetting expenses. Additionally, DPP launched a pilot program that intends to support family child care homes' general liability insurance costs.

OUTCOME Preschool providers who did not receive federal, state or local funding during the crisis were 1.6 times more likely to close.³ DPP distributed nearly \$100,000 in emergency grants to child care centers and family child care homes to cover their immediate needs like payroll and personal protective equipment thereby sustaining operations without sacrificing quality. As of September 2020, only 5% of DPP providers closed.

CITATIONS
 3. Delap, Suzanne et al. *Measuring The Impact Of COVID-19 On Colorado's Early Care And Learning Sector: Early Milestones Colorado*, Denver, 2021. <https://earlymilestones.org/wp-content/uploads/2021/03/COVID-Wave-3-Report-Web.pdf>. Accessed 6 Apr 2021.

Administering State Funds for Essential Workers' Families

SITUATION Finding reliable and affordable child care is an ongoing challenge for many working families. But when COVID-19 brought Colorado to a standstill in the spring of 2020, it escalated into a public crisis. Essential workers needed safe spaces for their children to learn and grow while they risked their lives to keep our community running — and fast.

ACTION Within days of Colorado Governor Jared Polis issuing the first shelter-in-place order on March 18, 2020, a network of public and private entities including the Denver Preschool Program launched the Colorado Emergency Child Care Collaborative³, a system of emergency child care centers and tuition credits for essential workers.

OUTCOME As an established steward of public early childhood education dollars, DPP was pleased to serve as the Collaborative's fiscal agent. In less than two months, DPP helped transfer approximately \$11 million dollars to 498 preschools so that 5,086 children of essential workers could receive child care at no cost.

CITATIONS
 3. Colorado's Emergency Child Care Program concluded May 24, 2020. Families currently in need may qualify for other subsidies such as the Denver Preschool Program tuition credits. Visit www.dpp.org for more resources.



Adapting Attendance Policies to Public Health Needs

SITUATION One of the conditions of receiving tuition credits from DPP is regular classroom attendance. Under normal circumstances, DPP allows children seven absences from preschool per month before making adjustments. But absences and program closures necessitated by the COVID-19 outbreak often exceeded the allowed absences based on guidance from health and safety officials.

ACTION DPP recognized its policies and the support they give the Denver early childhood community must take into account extenuating circumstances in order to be relevant or risk further burdening them. On that account, DPP waived its attendance policy from March to August 2020, as well as in December of 2020 during a statewide spike in COVID-19 cases.

OUTCOME DPP's adjusted attendance policy infused more than \$1 million into community-based preschool programs that provided mainly in-person care during the pandemic. As long as students stay enrolled, both families and preschool providers were able to follow health and safety recommendations without impacting their tuition support.

Exploring Distance Early Education

SITUATION The COVID-19 pandemic added another consideration to the discussion: in-person or online? In June of 2020, nearly one-third of parents and guardians in the U.S. with school-aged children said they would probably or definitely choose distance learning over in-person instruction (JAMA Pediatrics⁴). But, in-person child-teacher interactions are crucial to early learning, there are limitations to what technology 4-year-olds can manage and preschool providers were not prepared to offer distance learning yet. Hence, shifting from in-person to distance learning classrooms would take more than just a few clicks.

ACTION To increase the availability and quality of virtual preschool options, DPP partnered with Denver Public Schools and other local ECF partners to launch the Distance Learning Task Force. Members of the task force developed a distance learning plan based on best practices in early childhood education that each preschool provider in the pilot could customize. DPP also committed \$700,000 to support providers in their efforts to build and sustain distance learning programming.

OUTCOME More Denver families across socio-economic groups were able to balance work, child care and self-care with the aid of flexible and family-centered distance learning plans. While not ideal, many families discovered distance learning has its perks, like unique opportunities to co-create more effective learning environments with their teachers for their children.

CITATIONS
 4. <https://jamanetwork.com/journals/jamapediatrics/fullarticle/2767634>



READ MORE

Read more about Denver's distance learning pilot: tinyurl.com/r5k2cc5z

Read more about the Colorado Emergency Child Care Collaborative: tinyurl.com/25v87zye



Adjusting Tuition Credits for Preschoolers in Foster Care

SITUATION Children in foster care show a high need for a high-quality preschool provider and support for early learning and school readiness⁶. But because tuition credits are calculated based on household income and size, which do not always reflect the child's unique socio-economic background, 4-year-olds in foster care could receive less than what they actually need.

ACTION DPP determined all 4-year-olds in foster care who are enrolled in a DPP-participating preschool program in the year before kindergarten are categorically eligible for the highest level of tuition support at Household Income Tier 1.

OUTCOME Automatically assigning DPP-eligible foster children to the tier indicating the highest need for support guarantees more 4-year-olds within a vulnerable demographic have increased access to quality early childhood education at a critical time in their development.

CITATIONS
6 Zelnik, A. (2019). *Placed at Risk by the System: The Educational Vulnerability of Children and Youth in Foster Care*. Nova Science Publishers, Inc.

Actual Cost of Care

SITUATION Preschool providers frequently charge tuition rates that are lower than the actual cost of child care to make early education more affordable to families. To help reduce the difference between what it costs them to provide high-quality early childhood education and what families in their area can afford to pay, providers often rely on financial aid. DPP tuition credits are one type of financial resource for providers that can be layered with other financial resources, such as state and federal funds. But how these resources interact with each other and the order in which they are applied could be better aligned to maximize funding.

ACTION DPP increased the impact of its DPP Scholarship, a three-year pilot in its second year that pays for 100% of preschool tuition costs for families with lower incomes who do not have access to other ECE funding sources (such as the Colorado Child Care Assistance Program or the Colorado Preschool Program). DPP revised its approach toward bridging the gap between what preschool programs request and can collect from Scholarship families by considering annual cost of care instead of published tuition rates for families that are Scholarship-eligible.

OUTCOME Under the new policy, DPP community-based sites with Scholarship students receive more tuition credits to improve and maintain their quality. Additionally, 131 families were able to receive an increased level of support through the Scholarship to better help their child attend a quality preschool (the scholarship's positive impact on one family is included below).



Every word counts in preschool classrooms and in the homes in which those students live. Because while families across Denver share similar values about early childhood education and its importance, they do not all speak the same language — especially in urban hubs.

According to the U.S. Census Bureau, the Mile High City was home to 727,211 people in 2019 and 25.5% of them spoke a language other than English at home.⁶ Of the 12 most commonly spoken languages in the world, you will frequently hear many of them around town such as Arabic, Somali, Spanish and Vietnamese.

In southwest Denver, the audio is partly Austroasiatic, a large language family of Mainland Southeast Asia, according to Linda Capaldo-Smith. Capaldo-Smith is the director of Notre Dame Parish School's Early Learning Center, which serves a small Vietnamese enclave off of Federal Boulevard.

There, the language barrier that has always existed between staff and families has only grown since the pandemic began and communication moved to virtual platforms. However, Capaldo-Smith is resolute about encouraging language accommodation versus assimilation.

"I have a little boy in my class right now and he tells me 'my parents don't speak English,' but I always tell [families], keep speaking your native language in the home so your kids grow up bilingual," she said. Capaldo-Smith wishes she did, but her Filipino parents discouraged her from speaking Tagalog, though she understands it fluently. "I just think it can only expand the brain to be able to speak both languages and to still be able to communicate with the older generations because their grandparents may never learn to speak English."

Even if families are somewhat proficient in written and spoken English, navigating the early childhood education landscape can be a challenge — for instance, filling out DPP's tuition credit application. "Sometimes the children speak English well, but at this age, they can't really help with that," Capaldo-Smith added, nodding to the fact that children often interpret for migrant parents.

In early 2020, DPP developed its highly-anticipated online application. It is currently available in Arabic, Somali, Spanish and Vietnamese with plans to translate it into six more languages by the fall of 2021. Families can also receive phone support and read key pages of DPP's website in all five languages.

Multilingual application assistance is one outcome of DPP's deepened commitment to its core value of Intentional Inclusivity. Since families must apply to access taxpayer-funded preschool tuition credits, any information lost in translation could mean dollars left on the table. DPP is thrilled its embrace of language diversity is helping to move Denver's early childhood education ecosystem closer to linguistic equity in access.

CITATIONS
6 <https://www.census.gov/quickfacts/tact/table/denver-county-colorado/AGL1321919.AG13219>



Better
Serving
All Our
Children

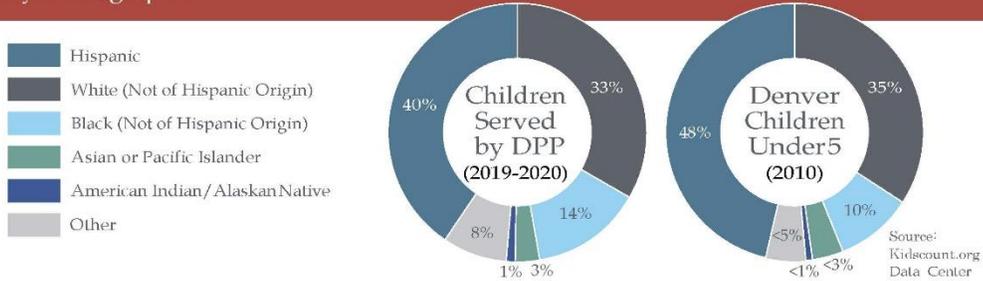
03

Serving Denver's
diverse population
through linguistic
inclusivity

04 Who We Serve

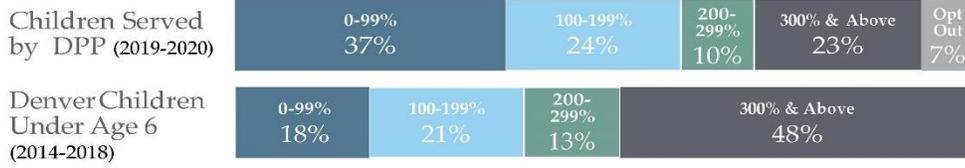
The Denver Preschool Program is a truly universal program — created to make high-quality preschool accessible to Denver children of all income levels and from every corner of the city. See below to learn more about the breadth and depth of our reach during the 2019-2020 school year.

By Demographic



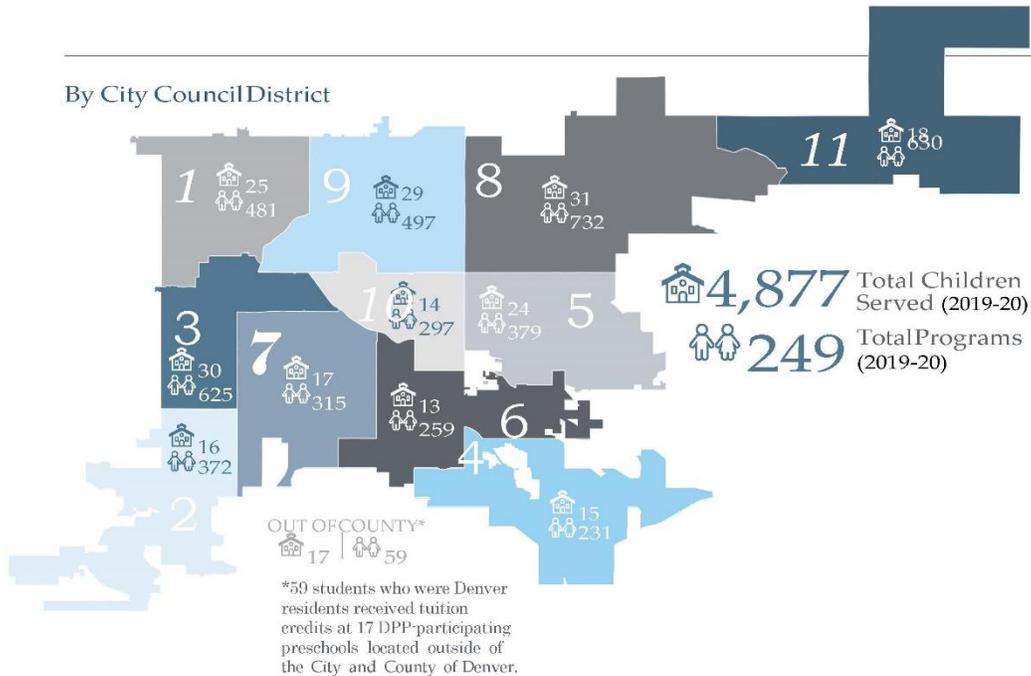
By Income Tier Based on Federal Poverty Level (FPL) Percentages

In 2017, the minimum sufficient income for a family of four was \$25,100 according to federal governmental standards.



Source: Kidscount.org Data Center

By City Council District



Family Spotlight

Amid Adversity, a Mom's Determination Advances her Career

Switching careers, co-parenting and comforting a small child through travel-required COVID-19 tests is not as easy as Silvia's smile makes it seem. Nevertheless, her grin is detectable even behind today's ubiquitous face coverings. The secret to her optimism? Gratitude, self-determination and a knack for finding resources.

Silvia is one of thousands of Coloradans who lost their job directly due to the pandemic. "I used to be a manager for a production company that does large-scale events at places like Red Rocks and the Convention Center," she said. "We do not know when things will go back to normal, so I decided to apply for the police academy." The schedule is grueling – training hours are typically from 7 a.m. to 7 p.m. – and neither she, nor her daughter Gala's father have family in Colorado, so she looked to her community.

Picking a program was the easy part: First Steps at Monarch Montessori in Denver's Montebello neighborhood. It is where Gala also receives speech therapy in English and has the option of resuming classes in her Colombian family's native language, Spanish. Paying tuition was the challenge. Yet, Silvia was resolute on finding a way for her "great, independent, awesome girl" to stay in the program in which she thrives the most.

"I'm a really resourceful person so I got into it," she recalled. "I found out about [the Denver Preschool Program] just doing my research...and they helped me right away."

Silvia received the tuition credits she is entitled to as a Denver resident with a 4-year-old enrolled at a DPP-participating preschool provider. And she also took advantage of the newly created DPP scholarship, which covered 100% of her preschool tuition costs.

"Thanks to DPP and Monarch, I've been able to do so much more than I would've been able to. I was just going to pull her out of school. [The scholarship] has been our saving grace."

See if your family is eligible for the Scholarship at <https://dpp.org/dpp-scholarship>.



Intentional & Equitable Early Education

Realizing Universal Preschool by 2023



After years of organizing, the state of Colorado will begin offering free, part-time universal preschool in the fall of 2023. Last November, two-thirds of Centennial State voters said "yes" to Proposition FF, a statewide ballot initiative designed to create a dedicated revenue stream to fund preschool for more than 67,000 4-year-olds. Currently, only 25% of 4-year-olds in Colorado have access to state-funded preschool programs like Head Start and the Colorado Child Care Assistance Program.⁷

"Denver and Colorado as a whole have been vocal and in the trenches around the value of preschool," said Erin Brown, deputy chief of staff for the office of Denver Mayor Michael B. Hancock and DPP board member. "Those [learning] gaps are very real and it's still incumbent upon us to be the advocate on why universal preschool matters, why it's important and how to implement it to produce more academically-ready kids."

Fortunately, Colorado doesn't have to start from scratch. The Denver Preschool Program model is a shining example of how local initiative and government response can create an accessible preschool marketplace that fulfills a community's child care needs.

This hard-won victory at the polls is a significant milestone toward expanding preschool access and quality for all families in Colorado, regardless of income or location. But, Brown asserts, it is also an opportunity to put equity in action at each child's unique starting line in life. "We're recognizing that families' needs are different. They're starting at different entry points, both in understanding what's available to them and how to access it, and also how it fits them culturally."

Entry points to early childhood education not only impact a child's future economic mobility, but also their families' immediate financial needs. For instance, access to preschool can allow a parent or guardian to work full-time instead of part-time, while ensuring their child's safety outside of the home.

As Governor Jared Polis' office continues gathering feedback from Colorado's early childhood advocates, Brown hopes DPP can bring a social justice lens to universal preschool's formal planning stage. "I think DPP has been a model for our state and the surrounding municipalities. We're really shining the spotlight on the social injustice that people experience and how that's affected our families and children of color. I'm really excited to see how that shapes our future initiatives."

⁷ <https://www.cdnbc.com/news/2020-11-11-among-the-winners-of-the-2020-election-universal-preschool>



07

Using our data to inform national ECE policy

A nationwide debate about publicly-funded early childhood education programs is emerging among policymakers. It is not if they promote kindergarten readiness (they do⁸). Nor is it if governments should invest in their expansion (44 states and 33 of the nation's 40 largest cities already have⁹). It is this: Which model is the most effective at increasing equitable access to high-quality preschool across a variety of settings?

In 2020, researchers including the Denver Preschool Program's Director of Enrollment & Evaluation, Dr. Marina Mendoza, published a study in *Early Childhood Research Quarterly*¹⁰ to bring stakeholders closer to the answer.

The study examined DPP's tuition credit model and how it relates to children's academic, retention and attendance outcomes at kindergarten: specifically, how approximately 39,000 children who participated in DPP over 10 academic years (2009-2010 to 2018-2019) fared in kindergarten as compared to 34,000 children who did not participate in DPP.

"Our study is unique in that it is one of the first studies of a tuition credit model that examines outcomes at kindergarten," said Dr. Mendoza. Policymakers want to know, "do we implement a program with a prescribed curriculum and standards or is a tuition credit model like DPP, where the family gets to choose a high-quality preschool that best fits their needs, the best way to invest public dollars?"

The findings were encouraging. "Our study suggests promising benefits associated with receipt of a tuition credit. We found DPP participants were more likely to read at grade level and less likely to be retained or to be chronically absent than students who did not receive a DPP tuition credit." That means that in general, DPP participants met reading standards, missed fewer school days and progressed to higher grade levels without having to repeat a year.

Yet there are more opportunities for greater understanding of and success within the tuition credit model. "We recommend additional evaluations of tuition credit models in other locales. This will help policymakers understand the feasibility of a tuition credit model as a means of improving academic and attendance outcomes at kindergarten and will help identify the circumstances under which the strongest benefits of preschool are manifested," Dr. Mendoza continued.

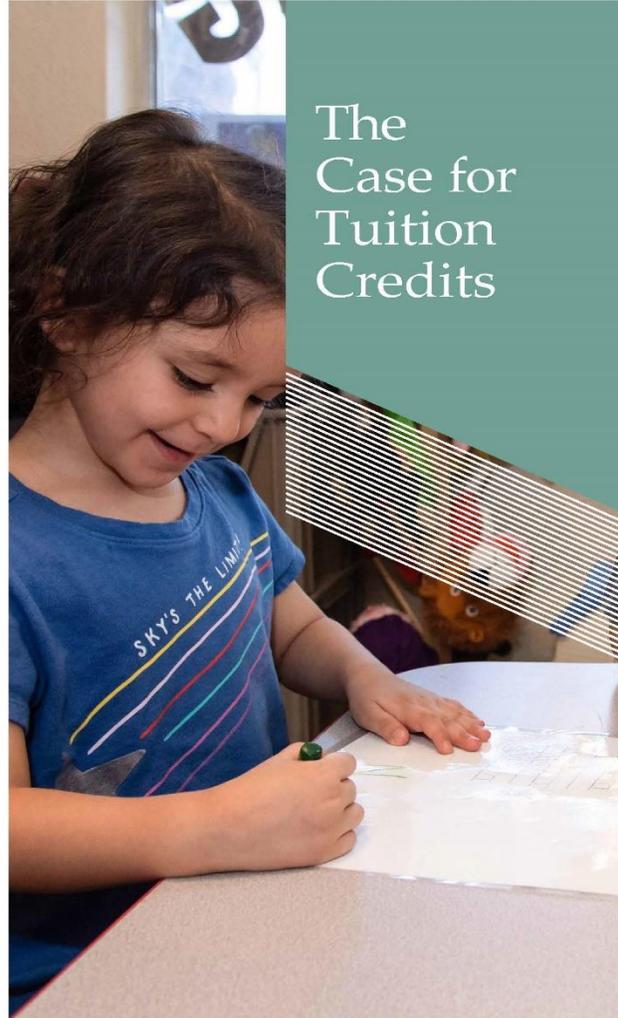
DPP is proud that its 10 years of data-driven success is being used to shape the adoption and improvement of government-funded early childhood education programs in the state and across the nation.

Read more about DPP's research and results at <https://dpp.org/research-and-results>

CITATIONS
8. Duncan G. J. & Magnuson, K.K. (2013). Investing in preschool programs. *Journal of Economic Perspectives*, 27 (2), 109-132.
9. Friedman-Krauss, A. H., Barnett, W.S., Weisenfeld, G. G., Kasmin, R., DiCiccio, N., & Horowitz, M. (2019). *The state of preschool 2018: State preschool yearbook*. New Brunswick, NJ: National Institute for Early Education Research.
10. Le, V.N., Schaack, D., Mendoza, M., Stout Oswald, S., & Kauerz, K. (2021). *Examining the Denver Preschool Program tuition credit in relation to children's academic and attendance outcomes at kindergarten*. *Early Childhood Research Quarterly*, 55, 24-34.

THE CASE FOR TUITION CREDITS 07

The Case for Tuition Credits



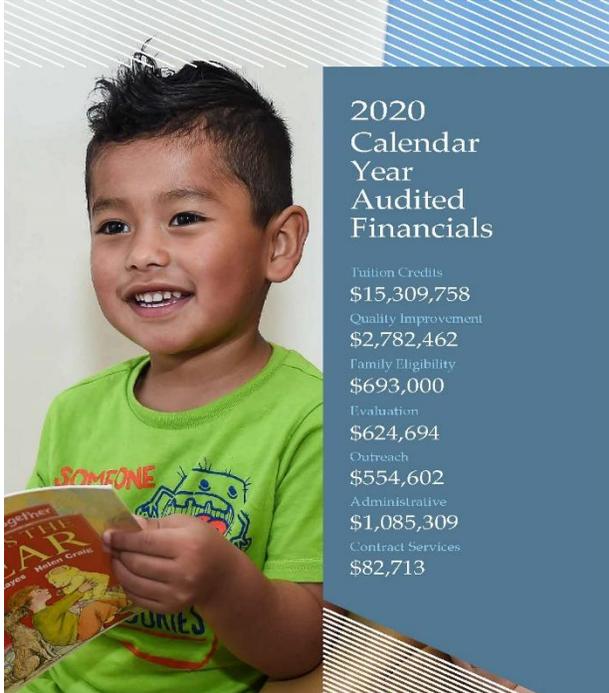
08

Intentional and Equitable Stewardship of Funds

2020 Audited Financials

As a taxpayer-funded 501(c)(3) nonprofit organization, the Denver Preschool Program is publicly accountable for how we use our resources to support kindergarten readiness.

More diverse investments than ever before in 2020 meant that 4,877 students who attended preschool during the 2019-2020 school year and 3,750 additional students who began preschool in the 2020-2021 school year received \$15.31 million in tuition credits from DPP.



2020 Calendar Year Audited Financials

Tuition Credits	\$15,309,758
Quality Improvement	\$2,782,462
Family Eligibility	\$693,000
Evaluation	\$624,694
Outreach	\$554,602
Administrative	\$1,085,309
Contract Services	\$82,713

Cost-Effective Strategies for COVID-19 Child Care Relief

In these unusual times, it is even more important that we are fully transparent in how we redistributed expenditures so that families and preschool providers experiencing new challenges were given relevant support at the start of the pandemic.

What We Reduced

- Administrative expenses
- Communications fees
- Evaluation fees

What We Prioritized

- Direct support to families
- Grants and direct quality improvement supports to preschool providers
- Pilot programs designed to test the effectiveness of new early childhood education resources



Looking Forward

09

Preparing our children for a more complex world

The COVID-19 pandemic changed where, when and how we offer high-quality early learning opportunities to all 4-year-olds in Denver. Yet, it did not change why. Our purpose has been, and always will be, to make sure every child in Denver enters kindergarten ready to reach their full potential.

So while 2019-2020 was the year we explored distance learning and dipped into our financial reserves to “show up” in new ways for our children’s educational foundation, we will remember it for more. It was a year that stretched what it means for us to be a leader.

As we shifted to socially distanced day-in-day lives, the Denver Preschool Program also shifted toward doing more for local families. We do more than subsidize the true costs of early childhood education. We take the initiative to pursue potential solutions to community challenges that impact children. And we can do it thanks to you!

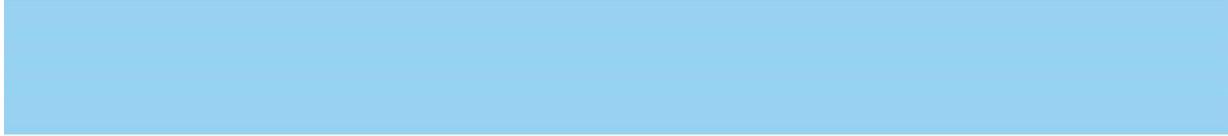
We would not have been able to drive positive change during this uniquely challenging time in history without the talents of the DPP staff and board of directors, our preschool provider directors, teachers and staff, government liaisons and even preschoolers who got an unexpected lesson in flexibility. And we will continue to drive positive change so that more young children will have the strong start in life that they deserve.

Nevertheless, we won’t be satisfied until we also ensure preschool classrooms are equitable, too. Whether online, or in-person, families are coming back to school anticipating diversity, equity and inclusion to be part of the curriculum and that we will do the work with our preschool providers to meet their expectations. We already are. At this moment, DPP is several months into an 18-month process toward making the organization a better support system for Black, Brown and Indigenous families. It can not — and should not — wait. Studies show families who have been displaced, are migrants or have low incomes can face specific barriers to preschool access such as cost, language, provider hours and locations, transportation and the political environment.

Concurrently, we are also reassessing our preschool providers’ needs; updating how providers can receive and can use quality improvement resources; awarding more scholarships to strengthen the early childhood education profession; engaging in personalized and culturally-affirming family outreach; expanding our eligibility criteria to a limited group of 3-year-olds and sharing our insights with more than 25 organizations that influence early childhood education at a local, regional, state and national level.

The world may never look the same again for our children, but when it comes to early childhood education, we commit to making it even better.





Current Board of Directors

Michael Baker, **Chair**
President, Gold Crown Management
Company

Dr. Lydia Prado, **Vice Chair**
Executive Director, Lifespan Local

Chris Daucs, **Treasurer**
Manager, RubinBrown Assurance Services
Group & Transaction Services Group

Amber M̄inck, **Secretary**
Founder & Chief Guide at Cosmic
Wilderness Adventures

Erin Brown
Deputy Chief of Staff to Mayor Michael B.
Hancock

Anna Jo Haynes
President Emeritus of Mile High Early
Learning Centers

Zach Hochstadt
Principal and Founding Partner of Mission
Minded, Inc.

Samantha Jacobson
Vice President of Strategic Partnerships at
The Trade Desk

Dr. Rebecca Kantor
Dean of the School of Education & Human
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Denver

Anne Rowe
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Councilwoman Amanda Sandoval
Denver City Council, District 1

Janice Sinden
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Performing Arts

Susan Steele
President & CEO, Temple Hoyne Buell
Foundation

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Michelle Blubaugh
Office Manager

Marina M. Mendoza, PhD
Director of Enrollment and Evaluation

Chris Miller
Director of Quality Initiatives

Tricia Nelson
Director of Communications

Thank you for reading **2020**



ATTACHMENT G: DPP 2022 Tuition Credit Scale

**Denver Preschool Program
Monthly Tuition Credit Scale 2022-2023
(Recommended)**

TIER 1	Household Size	Income	Quality Rating	Full-Day Tuition Credit	Half-Day Tuition Credit	Extended-Day Tuition Credit
			Equal to or Less Than			
	2	\$18,310	1	\$626	\$313	\$719
	3	\$23,030	2	\$697	\$349	\$802
	4	\$27,750	3	\$804	\$402	\$925
	5	\$32,470	4	\$849	\$425	\$976
	6	\$37,190	5	\$937	\$468	\$1,077
	7	\$41,910	<=== More than 8 family members - add \$4,720/for each additional member			
	8	\$46,330				

TIER 2	Household Size	Income	Quality Rating	Full-Day Tuition Credit	Half-Day Tuition Credit	Extended-Day Tuition Credit
			Equal to or Greater Than			
	2	\$18,311	1	\$563	\$282	\$648
	3	\$23,031	2	\$627	\$314	\$722
	4	\$27,751	3	\$724	\$362	\$833
	5	\$32,471	4	\$764	\$382	\$879
	6	\$37,191	5	\$843	\$421	\$969
	7	\$41,911	<=== More than 8 family members - add \$8,732 for each additional member			
	8	\$46,331				

TIER 3	Household Size	Income	Quality Rating	Full-Day Tuition Credit	Half-Day Tuition Credit	Extended-Day Tuition Credit
			Equal to or Greater Than			
	2	\$33,875	1	\$532	\$266	\$612
	3	\$42,607	2	\$593	\$296	\$681
	4	\$51,339	3	\$684	\$342	\$786
	5	\$60,071	4	\$722	\$361	\$830
	6	\$68,803	5	\$796	\$398	\$915
	7	\$77,535	<=== More than 8 family members - add \$14,160 for each additional member			
	8	\$85,712				

TIER 4	Household Size	Income	Quality Rating	Full-Day Tuition Credit	Half-Day Tuition Credit	Extended-Day Tuition Credit
			Equal to or Greater Than			
	2	\$54,931	1	\$438	\$219	\$504
	3	\$69,091	2	\$488	\$244	\$561
	4	\$83,251	3	\$563	\$282	\$648
	5	\$97,411	4	\$594	\$297	\$684
	6	\$111,571	5	\$656	\$328	\$754
	7	\$125,731	<=== More than 8 family members - add \$18,880 for each additional member			
	8	\$138,991				

TIER 5	Household Size	Income	Quality Rating	Full-Day Tuition Credit	Half-Day Tuition Credit	Extended-Day Tuition Credit
			More Than			
	2	\$73,240	1	\$125	\$63	\$144
	3	\$92,120	2	\$139	\$70	\$160
	4	\$111,000	3	\$161	\$80	\$185
	5	\$129,880	4	\$170	\$85	\$195
	6	\$148,760	5	\$187	\$94	\$215
	7	\$167,640	<=== More than 8 family members - add \$18,880 for each additional member			
	8	\$185,320				

Opt Out *	Household Size	Income	Quality Rating	Full-Day Tuition Credit	Half-Day Tuition Credit	Extended-Day Tuition Credit
			n/a			
	n/a	n/a	1	\$63	\$31	\$72
	n/a	n/a	2	\$70	\$35	\$80
	n/a	n/a	3	\$80	\$40	\$93
	n/a	n/a	4	\$85	\$42	\$98
	n/a	n/a	5	\$94	\$47	\$108
	n/a	n/a				
	n/a	n/a				

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