



## **Request for Proposals:**

**Customer Service -  
Enrollment and Eligibility,  
Data Management &  
Tuition Credit System Development**

**Issued: Monday, March 4, 2024**

**Proposal Submission Deadline:  
April 24, 2024 @ 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 customer service operations and to enhance and maintain a data management system described in the sections below. DPP uses the Enrollment and Eligibility Program to oversee all projects and processes related to customer service, child enrollment and tuition credit systems implementation.

The awarded vendor will execute the Enrollment and Eligibility Program activities that enables DPP to accurately manage child enrollment, attendance and tuition credit payments. The awarded organization will become part of a dedicated team of contractors who implement DPP's programs and vision. The awarded vendor will encompass the core values, guiding principles and strategies outlined below in a culturally responsive manner.

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. This vendor will oversee the database that manages the vast majority of DPP's data and as such we are seeking a vendor who can interface with both internal and external partners.

DPP will collaborate with the awarded vendor throughout the contract term to maintain an effective and nimble enrollment and eligibility program.

### **Purpose**

This RFP provides prospective vendor 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 268 licensed preschool providers that host nearly 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, length of day 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. To date, the Denver Preschool Program has provided approximately \$185 million in tuition credits to families and \$28.8 million in quality improvement funds to providers, has enrolled approximately 73,000 children, and currently serves nearly 5,000 children annually.

The program is administered by the Denver Preschool Program, Inc., an independent 501(c)3 created for the sole purpose of managing the Denver's dedicated preschool tax. The organization is governed by a Board of Directors appointed by the Mayor of Denver and comprised of citizens with experience managing businesses, non-profits and public programs.

### ***DPP's Student Community***

The Denver Preschool Program provided tuition support to 4,988 children in the 2022-2023 school year. DPP's student population is ethnically/racially and economically diverse. Eighty-six percent of students attended a high-quality preschool program.

DPP's student population in the 2022-2023 program year was 38 percent Hispanic, 30 percent White (not of Hispanic origin), 17 percent Black, and had small percentages of other ethnic/racial groups. Economically, 35 percent of DPP's students were in the lowest income tier (below 100 percent of the Federal poverty line), 23 percent in tier two, 10 percent in tier three, 3 percent in tier four, and 16 percent in tier five.

### ***DPP's Provider Community***

There are approximately 268 participating DPP providers, which can be broken down into three main categories:

- Denver Public Schools
  - 88 participating public schools serving approximately 3,000 DPP enrolled children
- Denver Community Programs
  - Located in the City and County of Denver (approximately 172 programs serving approximately 1,900 children).
- Non-Denver Community Programs
  - Located outside of the City and County of Denver (approximately 19 programs serving 94 children).
  - Eligible to attend certain DPP professional development trainings.
  - Ineligible for direct QI funding support.

## **SECTION II: ADMINISTRATIVE INFORMATION**

### **Contract Duration**

The term of this contract is for a period of three (3) years commencing on September 1, 2024. The Denver Preschool Program, at its sole option, shall have the unilateral right to extend the contract for up to two (2) additional, successive one-year terms.

The Denver Preschool Program shall also have the unilateral right to terminate the contract at any time if any awarded vendor is not meeting their contract obligations. Any awarded vendor 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:

Ellen Braun  
Chief Operating Officer  
305 Park Avenue West, Suite B  
Denver, CO 80205  
ellen@dpp.org  
(720)287-5055



## Response Options

The Denver Preschool Program seeks to contract with the most qualified and capable vendor for this described work. As such, DPP will accept the following RFP responses to the Project described in Section V: Scope of Work/Requirements as a single entity or Partnership.

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 operations.

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 budget for the three (3) year term is estimated to be \$3,682,000. The maximum budget for this contract for each year of the contract is:

Year One: \$1,195,000

Year Two: \$1,230,850

Year Three: \$1,256,150

The scope of work may expand or reduce based on the available revenue, programmatic changes and the needs of DPP.

Prospective vendors 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 vendor 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: [Ellen Braun](#), Chief Operation Officer, Denver Preschool Program

<https://dpp.org/about-us/employment-and-contractor-opportunities>

## Pre-Proposal Conference

A Pre-Proposal Conference will be held on Wednesday, March 20, 2024 beginning at 10 a.m. Mountain Time in person at DPP’s offices or by conference call. 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 March 15, 2024 for the Pre-Proposal Conference by emailing Ellen Braun at ellen@dpp.org

### **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. The Lead Officer will notify Offerors of the time and place of oral presentations.

### **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 a vendor to the Program, the selected vendor 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 III: PROPOSAL SCHEDULE**

RFP Issued:	March 4, 2024
RSVP for Pre-Proposal Conference:	March 15, 2024
Pre-Proposal Conference:	March 20, 2024 @ 10:00 a.m. MT
Deadline for Inquiries:	March 29, 2024 @ 4:00 p.m. MT
Final Responses to Questions Posted:	April 5, 2024
Proposal Submission Deadline:	April 24, 2024 @ 3:00 p.m. MT
Oral Presentations (if needed):	June 10 – 14, 2024
Contract(s) Tentative Award:	June 20, 2024
Contract Negotiation Period:	June 24 – July 31, 2024
Services Launch:	September 1, 2024

Offeror must submit one proposal on a flash drive, which is marked “Enrollment and Eligibility Customer Service and Data Management” and six (6) 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 4:00 p.m. Mountain Time on May 29, 2024 in order to be considered:

Ellen Braun  
Chief Operating Officer  
Denver Preschool Program  
305 Park Ave West, Suite B  
Denver, CO 80205  
720-287-5055  
[ellen@dpp.org](mailto:ellen@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.

## **SECTION IV: SCOPE OF WORK / REQUIREMENTS**

DPP is seeking proposals from qualified Offerors to support DPP in their Enrollment and Customer Service efforts. The Denver Preschool Program is interested in proposals for a service provider to manage all client transactions, collect, manage, and track data, to develop the annual DPP tuition credit scale, and to provide the highest customer service to the families we serve, the preschools with whom we collaborate, as well as our internal staff and Board. DPP defines our clients as interested and approved preschool providers, family, children and any person or organization connecting to learn more about our tuition support, and enrollment process. The minimum requirements include:

The awarded vendor's primary responsibility will be implementing and managing customer service for enrollment and eligibility. The awarded contractor(s) will also provide information to the DPP Finance and Governance Committee, or other relevant Board committees, which ensures contracts are properly underway and assesses progress. Collaboration and open communication with the DPP staff and Board is imperative to ensure DPP decisions are grounded in accurate data and findings.

### **Project Expectations**

DPP uses the Enrollment and Eligibility Program to oversee all projects and processes related to customer service, child enrollment and tuition credit systems implementation.

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

#### *Data Collection, Reporting & Retention Expectations*

- Data collected for the Enrollment and Eligibility Program will mainly be comprised of child application and attendance data. Because secondary data collection will also be necessary, the vendor must build and maintain a strong partnership with Denver Public Schools, community preschools and other relevant DPP contractors.
- Working in conjunction with the Denver Preschool Program, the vendor establishes and maintains a secure, electronic data storage system. Data from this system must be readily transferable and easily synced with DPP's systems.
- Over the history of the program, the Denver Preschool Program has consistently enrolled between 4,000 - 5,500 children each year. Even as the program indicates stable and relatively predictable enrollment, the Offeror must prove that it maintains robust systems to effectively handle up to a 20 percent increase or decrease in annual applications.
- Vendor will provide accurate, updated, searchable data in a format compatible with DPP systems and designed with the flexibility to make adjustments during the project.
- Vendor ensures that all data and documents associated with Denver Preschool Program are stored in a safe and secure manner.
- 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.
- Vendor will establish system and organization controls and be able to provide an independent assessment of the risks associated with their data management system.
- Vendor submits all mutually agreed upon monthly and weekly information to DPP by established deadlines.

- Vendor also ensures adequate staffing is in place to respond to ad hoc DPP data requests in a timely fashion.
- Vendor must commit to cooperating and working with 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 and as defined in scope supporting the analysis as appropriate.

### *General Expectations*

- Vendor must adhere to to DPP brand and graphic identity systems. Public-facing technology and documents should be developed to ensure a seamless user experience between DPP's main identity.
- Vendor will establish and maintain a clearly defined protocol for responding expediently and appropriately to any inquiry from DPP staff.
- Vendor, at its own expense, conducts all necessary background checks for project personnel and ensures relevant documentation is secured and maintained.
- Vendor must disclose any potential and actual conflicts of interest related to working with DPP on these projects.
- Vendor develops and maintains a clearly defined protocol for identifying and addressing any possible employee performance issues.
- Should a subcontracting organization be utilized for any component of this RFP, the roles and capabilities of that partner organization should be fully defined within your organization's submission.
- Manage an ongoing plan for continuous improvement of processes and services.
- Develop, track, and maintain relevant program enrollment and eligibility policies and standard operating procedures.
- The Offeror will deliver services in an efficient and effective manner. As a manager of a City contract, the Denver Preschool Program operates within a culture of financial accountability and will hold the Offeror to similar standards.
- Participate in ongoing meetings and work to manage a cohesive relationship with DPP staff.
- Be available for in-person and virtual meetings as necessary.
- Participate in and make presentations to DPP's Board of Directors and DPP committees, and prepare ad hoc reports upon request.

### *Additional Staffing Considerations:*

The Denver Preschool Program serves a diverse population of both students and providers. We are looking for a contractor that is able to respond appropriately to this reality. Specifically, priority will be given to that vendor 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 families can be communicated with in their primary or preferred language. The vendor should also be able to demonstrate that it has assembled (or will assemble) a team that has the collective experience and cultural competence to communicate effectively and respectfully with the various cultures and provider settings that exist throughout the Denver Preschool Program network.

## Reporting

The successful vendor will be expected to work with DPP and its communications team to create data reports for both Board and public consumption. Reports include, but are not limited to, a monthly progress report to share with DPP staff and Board, an annual report, and other reporting tools.

## Response

The successful vendor will describe in detail the following requirements:

### A. Customer Service and Enrollment and Eligibility

- Denver Preschool Program customer service hours of operation are Monday through Friday, from 8:00 a.m. until 5:00 p.m. Offices may close on federal and City holidays.
- The Offeror also must have a minimum of three dedicated staff (at least one of whom is bilingual in English and Spanish) providing customer service support to Denver Preschool Program families and preschools on an ongoing basis.
- Operate Denver Preschool Program's main telephone line and provide bilingual (English and Spanish) support to family and provider questions in regard to the program or in regard to the application process, with key performance measurements in place to include, but not be limited to:
  - Number of incoming calls
  - Average wait time
  - Number of abandoned calls
  - Average call time
  - Number of callers served in English
  - Number of callers served in Spanish
- Administer the Program's P.O. Box and respond appropriately to family and provider correspondence.
- In a timely manner and with key performance metrics in place, accept and qualify Denver family applications for Denver Preschool Program tuition credits by:
  - Ensuring that the child is a Denver resident
  - Ensuring that the child is the appropriate age as defined by DPP's policies
  - Validating family income, noting each application's listed household size
  - Ensuring that the selected preschool is approved by Denver Preschool Program
- With appropriate checks and balances in place, accurately calculate a family's tuition credit through a defined process that includes:
  - The child's preschool schedule (part-day, full-day, or extended-day)
  - The family's income and size (DPP currently has five different Income Tiers based on this data, plus an additional "Opt Out" Tier for families that do not provide their income information), calculated by the Vendor based on information listed on the child's application
  - The quality rating of the selected preschool (Levels 1-5)

- Notify families, with a copy sent to the preschool, of their tuition credit award within five business days via the families' preferred communication method (letter, email or text).
- Provide bilingual (English and Spanish) support to questions from preschools about family enrollment, attendance compensation, and tuition credit calculation.
- Assist the Denver Preschool Program in periodic parent and provider mailings or email communication.
- Periodically attend and contribute to DPP community enrollment events, such as the Preschool Showcase, summer tabling events, and other forms of community engagement.
- Service Level Agreements – These agreements must be met and tracked and reported on monthly.
  - Application Processing
    - All DPP applications are processed within five business days of receipt. Denver Public School's DPP Applications are exempted from this requirement and follow a separate criteria.
  - Attendance Processing
    - Support schools in managing and providing clean attendance records by sending pre-populated attendance spreadsheets, reminders to submit attendance and confirmation their attendance reports have been received for processing.
    - All monthly attendance records submitted by Community Providers are to be processed by the next "Attendance Due Date". Presently providers have two opportunities to submit attendance for the prior month. For example, for September a provider may choose to submit attendance between October 1 through October 7, or October 8 through October 20. Attendance received by October 7 is required to be processed prior to October 20; attendance received October 8-20 is required to be processed prior to November 7.
    - Manage and maintain the relationship with DPS Choice and Enrollment Office to receive and reconcile DPS attendance submissions monthly.
    - Using submitted preschool attendance records, the contractor prepares a payfile calculating the payments per child for an attendance period and delivers this Microsoft Excel spreadsheet to DPP for quality assurance. Following quality assurance the contractor loads payments into our automated payment system.
    - Community providers must receive verification of receipt of their submitted attendance within one business day of receipt by the customer service and enrollment team.
  - Manage DPP's Scholarship Program Implementation and Processing through alignment with the annual parameters via a case management-like program for no more than 300 students annually.

- Document Management
  - Hard copies of DPP applications received are shredded after they are scanned and attached to the database Application Record.
  - All electronic documents are secured and stored appropriately in adherence to the [Colorado Privacy Act](#).
- Call Center
  - 80 percent of calls answered within 20 seconds.
  - Industry standards for voicemail and call resolution.

#### B. Data Management, Reporting, Access, and Sharing

- Collaborate with Denver Public Schools to assign all Denver Preschool Program-enrolled children with a Denver Public Schools (DPS) student identification number.
- Manage DPPEnroll, or similar online portal, on an ongoing basis to accept and process preschool reports that detail child-level attendance data.
  - The portal will include the base product and modifications for the following functional requirements of the technology solution:
    - Efficient enrollment management
    - Efficient attendance reporting
    - Support the tracking of additional metrics
    - Efficient payment reporting process
    - Security of Student information
    - Preschool Provider User Experience
    - Preschool Provider Communications
  - Ensure the portal can support document storage and info not intended for a broad public audience to a space that is more discreet for preschool provider access.
- Support a Digital Marketplace to connect parents and providers electronically, currently DPP's Find a Preschool Tool run by BridgeCare.
  - Manage contractual and financial elements of BridgeCare partnership, or similar entity.
  - Ensure integration with DPPEnroll to utilize preschool reports for marketplace data.
- At minimum, twice per month complete calculations that detail tuition payments to be made by Denver Preschool Program per child, as well as per preschool, based on defined criteria including the child's preschool schedule, the family's income and size, the quality rating of the preschool, and the child's attendance.
- Aggregate family tuition credit payments by preschool provider.
- Deliver activity and outcomes reports to DPP staff to include (but not limited to):
  - Total current enrollment stratified by income tier and provider type.
  - Total current enrollment trends as compared to historical.
  - Application processing statistics including number completed, in process, and average processing time.
  - Call Center statistics (cited above).
  - Reports listed above available in weekly, monthly and annual formats.



- Respond to ad hoc report requests from staff. While there are many types of reports requested annually, Vendor should describe the ease/flexibility in exporting various types of data.
- Review and assess data and reports on an ongoing basis and proactively highlight trends, insights, and potential solutions to Program staff; work with Program staff to implement solutions.
- Track all family and preschool communication/contacts -- whether online or via phone -- and tie communication back to student application.
- Generate and send out monthly pre-populated attendance spreadsheets to all DPP preschools listing all current approved DPP children per school.
- Track the movement of children enrolled in DPP among DPP preschool providers, should a child move from one preschool to another in the course of a program year.

#### C. Information Management Systems

- Use, manage, adapt, enhance, and when appropriate replace with newer versions of the software, DPP's SugarCRM searchable database to manage child-level and preschool provider-level information.
- If a vendor is recommending a shift in CRM software please outline a transition plan and detail of recommended software.
- Support or lead Denver Preschool Program's effort to move to a secure and fully integrated, web-based platform for parent communication and data collection in relation to business interactions or enrollment needs.
- Within the application process, families must submit sensitive information to the Denver Preschool Program and its subcontractors. As such, the successful vendor will prove to the Denver Preschool Program that they are able to receive and manage all Program-related conversations and materials in a secure location, separate from other business functions within the organization.
- Create and manage a secure electronic storage solution for application and service-related documents, accessible to authorized users and tied to a student application.
- Oversee DPP's family application, support the potential adaptation to a statewide universal application.
- Ensure appropriate systems and infrastructures are in place to consistently provide for electronic documentation storage, color printing and usage of the latest versions of document templates.
- Maintain web-based data management system to become the central repository of information for children enrolled both currently and historically, preschool provider information with historical detail and evaluation data captured through the Program's research partners.

- At minimum, allow remote access by staff of DPP and relevant contractors to input and maintain the preschool provider database. Prospective vendors are encouraged to recommend tech first methods to maintain preschool provider database information, such as an API connection.
- Allow remote access by Denver Preschool Program's evaluation Contractors to enter or import and maintain child outcomes data.
- Link child, provider and evaluation level data to allow more robust reporting.
- Allow secure and password protected remote access by Denver Preschool Program staff for ad hoc reporting purposes.
- Develop web-based systems to support the following processes:
  - Child application.
  - Eligibility assessment and approval.
  - Preschool attendance reporting.
- Ensure all web-based programs adhere to DPP brand and graphic identity systems. Public-facing sites should be developed to ensure a seamless user experience between DPP's main website and identity and the auxiliary web properties.
- Allow secure and password protected remote access by Preschool Providers, including Denver Public Schools, to enter or import child-level enrollment or attendance information.
  - Manage DPPEnroll, or similar online portal, for preschool provider data management. Data includes but is not limited to monthly attendance reporting, student participation, active and eligible students.
  - Create a login for all new community providers onboarded into the DPP program
  - Providing one-on-one training for all new community providers to explain how the online portal works and ensuring all new users understand its functionality.
  - Answer customer service inquiries regarding functionality, technical bugs and login challenges.
  - Provide ongoing training through pre-recorded videos and sporadic training sessions for existing online portal users.
- Ability to import and export data sets with the following systems at a minimum (due to the fluctuating nature of data systems, Vendor should also briefly describe their ability to adapt to potential data systems beyond these):
  - Denver Public Schools (who currently rely on ShareDrive and SharePoint).
  - Evaluation partners (who currently rely on Access, SAS, MPlus and SPSS).
  - Quality improvement and rating partners (who currently rely on Salesforce, SugarCRM and Bridgecare).
  - Application data that is being submitted via the online application, currently located on dpp.org, managed by Bridgecare.
  - Leads data generated by Bridgecare via the online application on dpp.org.
  - Colorado Department of Early Childhood (CDEC) Universal Preschool (UPK) application and funding data. CDEC currently uses Bridgecare for UPK family applications.

- Create and manage secure electronic document storage, accessible to authorized users in various locations.
- Create and manage a centralized family and preschool communication/contact tracking system, accessible to authorized users in various locations.
- Any change to a provider or family record in the database must be tracked and date-stamped, including the customer service staff member who made the change in a change log and a record of who requested the change. A change report must be available to DPP upon request. Historical versions of documents must be retained for reference.
- Vendor will maintain security of the system, ensure password protected log-on and authentication, password recovery functionality and data and document archiving and back-up.
- Ensure the data system can manage multiple cohorts of children each program year and manage re-enrollment into the following year:
  - Build an API integration between the platform used to send and manage renewal applications for students returning for their 4-year-old year, in order to make for easy digestion and processing of renewal applications.
  - Add a calculated field to a student's database application record to determine which age cohort they fall into, to allow for easy reporting on applications and payments by age cohort.
  - Ensuring seamless intake and digestion of leads data from the DPP application via API integration.

#### D. Tuition Credit System Development

- Annually manage the development of DPP's tuition credit system, including it's historical scale (See Appendix D):
  - DPP's tuition credit scale creates a sliding scale from which a monthly tuition credit is provided to preschools on behalf of enrolled children and is based on family size, family income, the length of weekly care provided, and the quality rating of the preschool.
  - Provide data to DPP on historical enrollment data used to forecast future enrollment.
  - Partner with DPP in the development and production of the annual tuition credit scale. This includes development of several scenarios from which DPP can make an informed recommendation to the Board of Directors.
  - Partner with DPP in the development of the DPP Scholarship program, a program created to address affordability of preschool and better support Denver's lowest-income families attending DPP community sites. This includes development of several scenarios from which DPP can make an informed recommendation to the Board of Directors.
  - Partner with DPP in the development of Preschool for 3s, an equity based program currently utilizing the tuition credit scale to support a limited number of

3-year-olds in the program (currently approximately 400 per school year). This includes development of several scenarios from which DPP can make an informed recommendation to the Board of Directors.

- Provide advisory support to DPP Program staff to run scenarios and analysis to expand and iterate on DPP's tuition credit system as the early childhood funding ecosystem changes.

E. Blending and braiding Funding

- At minimum, be able to account for the Colorado Department of Early Childhood Universal Preschool funding for each eligible child in the tuition credit calculation and processing.
- Support the Denver Preschool Program in understanding the other public funding available to Denver families.
- Describe abilities to efficiently collect data from all providers listing what public funds are being received on behalf of each of their DPP children (possible public funding sources currently include DPP, UPK, Head Start (HS) and Colorado Child Care Assistance Program (CCAP)) to support DPP in optimizing its Cost of Care and Blending/Braiding policies to best support families and preschool providers.
- Consider options for Presumed Child Care Eligibility framework for parent-centric blending and braiding of public funds.

**Request for Response to Potential New Program Components**

*NOTE: These items are outside of the budget for this RFP and anticipate future program modifications; please provide your best estimate of cost through a budget proposal.*

Please describe how your organization would add the following functionality to the enrollment and eligibility data management system and into your organizations workload, including staffing requirements.

Colorado Universal Preschool – Lead Coordinating Organization Customer Service

The Denver Preschool Program (DPP) is the designated UPK Colorado Local Coordinating Organization (LCO) for Denver County. As the LCO, DPP is the local resource for Denver families and providers and must advance strategies put forth in the community plan to strengthen the local early childhood education system. DPP is seeking a customer service vendor to support provider and family onboarding in alignment with the Colorado Department of Early Childhood's (CDEC) implementation policies and procedures. This project will require technical support and help desk operations for the CDEC contract.

Multilingual Customer Service Team

DPP champions and prioritizes equity in all that we do. Having a customer service team that can interact with the population we serve, beyond English and Spanish, would be ideal. Please include a plan to communicate with families and providers in additional languages, either directly or by partnering with other organization(s).

### DPP Preschool Enrollment Specialist

DPP is contemplating adding a preschool enrollment specialist or navigator to this contract. This person would be a direct contact for families and preschools seeking assistance enrolling students in DPP and when seeking guidance or assistance with finding the right preschool and enrolling in that location. This may include assistance with DPP enrollment applications, helping to identify DPP preschools to meet a family's needs, and providing clarity on supporting materials required to complete an application. A Preschool Specialist or Navigator would coordinate presentations and work with partners to organize meetings or other gatherings to help support families with their enrollment. This role would assist families directly, keeping track of their progress and communicating updates regularly. They train new navigators as needed and collaborate with partners to promote the service. Additionally, they ensure the service is accessible to partner families and encourage teamwork between navigators and partners' staff to better help families with their enrollment journey.

### Adding Younger Cohorts to DPP

DPP currently serves 4-year-olds and a small pilot for 3-year-olds. It is possible that DPP will expand its programming to serve a portion of Denver's infant and toddler population for either a partial or full year. Please explain your process for management of the addition of an infant/toddler cohort and how your organization would manage this significant increase in DPP programming. Please include any necessary enhancements to the SugarCRM, or other applicable content management system, that might be needed as well as staffing requirements.

### Provider Onboarding and Annual Renewal

Describe the possibility of expanding the provider portal to also include collection of the annual provider agreement renewal data collected from each provider (contact info, classroom numbers, etc.) and the possibility to send/receive electronically-signed Provider Agreements and renewal data for each DPP Provider, and the possibility to efficiently collect/track the following documents submitted annually: child care license copy, business license copy, W9, published tuition rates, sample preschool classroom daily schedule.

## **SECTION V: Technical Security and Implementation Questionnaire**

The following questions are intended to explore the security and ‘openness’ of the proposed technology. Any additional information that helps the Denver Preschool Program understand your approach to meeting related issues is encouraged:

1. What parts of the technology are developed in-house? If development is being done to meet the Denver Preschool Program’s needs, what software development methodology/SDLC is used?
2. Where is the proposed solution hosted?
3. Provide an overview description of the end-to-end application data flow of your product or service. Include details on the data type (i.e. customer, internal, etc.), processing performed against the data, the process in which the data is exchanged or collected, transmission method, storage, encryption used (in storage and transmission), and logical or physical separation of the data.
4. What audit trails does the system generate? Describe what events and data are logged for application and system access and updates. Describe storage location, length of storage and security controls for audit trail logs in online and offline storage. Describe any separation of audit functionality from debug/trace logging if it exists.
5. Describe the controls in place to prevent unauthorized changes to the application source. Is there a source control system implemented?
6. Do you conduct periodic security reviews (audits), vulnerability scanning, and/or penetration testing on your network and server infrastructure? Include details regarding scope, methodology and frequency of reviews and use of external service providers, if applicable.
7. Describe your problem management procedures including escalation procedures, client notification, problem tracking, documentation, root cause analysis, integration with change management procedures, etc. Are these procedures formally documented?
8. Describe your security incident management, responses to different types of events, contingency plans, evidence gathering, etc. Are the incident response procedures documented and periodically tested and validated?
9. Describe your archiving policies and procedures including how system and database backups are performed. In particular, describe what is backed up and how often, and how the backups are tested (i.e., can you successfully recover using these files?).

## **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 vendor and for any subcontracting organization/partner) and organizational qualifications and experience (previous and/or existing clients and similar project examples with contact information).
- Methodology/Work Plan: Include a detailed plan for developing and managing the scope of work including:
  - A clear and concise response describing in detail offerors response to items outlined in section IV: Scope of Work / Requirements
  - 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.

- **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 customer service work for.
- **Value of Budget/Proposed Cost:**
  - Line-item budget per outlined response requirement.
  - 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.
- **Technical Security and Implementation Questionnaire Response:** vendor should clearly and consisly respond to all questions outlined in Section V

## **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	Pass/Fail rating
Qualifications/Experience	15
Data Management	15
Methodology/Work Plan	30
Staffing Plan	15
Value of Budget/Proposed Cost/Budget Narrative	20
Technical Security and Implementation Questionnaire	5
<b>TOTAL</b>	<b>100</b>

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 – Oral Presentations**

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:

- Allow the Offeror an opportunity to present its proposal to the evaluation committee;
- Allow the Offeror an opportunity to demonstrate its background and capabilities in providing the requested services;
- Allow 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.

***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 entity and to bind the Offeror to the statements made in their response to this RFP.
- Documents submitted pursuant to this RFP will be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et. Seq. Information clearly marked as confidential and proprietary will be kept confidential by Denver Preschool Program, unless otherwise provided by law. The Colorado Open Records Act provides that “Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data furnished by any person” to a state agency will not be produced in response to an open records request. The Submitter shall be the entity responsible for defending against Colorado Open Records Act disclosures for any records claimed by the Submitter to be confidential and proprietary.

## **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/Proprietary Information.** The 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. For these reasons, the DPP requests that Offerors DO NOT submit in their proposals information that they consider trade secrets, or otherwise confidential or sensitive commercial, financial, personal, or security-related ("Confidential Information") except as absolutely necessary to respond to the RFP. In the event of a CORA request or other legal process compelling disclosure, the DPP will comply with its legal obligations. The DPP will determine, in its sole discretion, what its legal obligations are.
10. **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.
11. **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.
12. **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.

13. 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.
14. 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.
15. 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.
16. 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.
17. RFP Cancellation. The DPP reserves the right to cancel this RFP at any time, without penalty.
18. DPP Ownership of Proposals. Proposals will become the property of the DPP after the Proposal Deadline.
19. 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.
20. 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.
21. 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.
22. 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 Enrollment and Eligibility Customer Service and Data Management

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 (15<sup>th</sup>) 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 Agreement<sup>10</sup>.

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 or 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 Arbiter 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
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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: \_\_\_\_\_



# 2023 2025 STRATEGIC PLAN





2023  
2025

## **DENVER PRESCHOOL PROGRAM (DPP)** IS PLEASED TO SHARE ITS 2023-2025 STRATEGIC PLAN.

This plan represents an extensive planning effort by the board, staff, providers, partners, and community members to center in equity and best to serve Denver's youngest learners and their families. Our previous plan guided our work from 2017 through 2022, with strategic adjustments along the way to navigate through the COVID-19 pandemic and the shifting landscape as Colorado implements universal preschool.



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## DEAR COMMUNITY MEMBERS,

We are excited to share the Denver Preschool Program (DPP) 2023-2025 strategic plan with you. This plan represents months of hard work by our Board, Staff, and Contractors, with feedback and input from community partners, DPP-participating families, and early childhood education (ECE) providers.

Now in our 16th year of operations, we continue to make preschool possible for Denver's young children. We are fully committed to creating a more equitable and just early childhood landscape for Denver's children, helping to remove long-standing barriers for our families of color and families living in areas of concentrated disadvantage within Denver. Much like our community, our organization is entering a time of unprecedented growth, with increased opportunities and responsibilities to serve Denver's children in ways that create greater equity.

In developing this plan, our charge was to meet the current moment – a time when the importance of investing in early childhood is better understood and gaining greater priority at a state and national level. We also know and see the effects that unequal investment, structural racism, and changing demographic patterns are impacting our ability to serve all of Denver's youngest learners universally and equitably. To do so, we had to take a step back and ask ourselves some tough questions: Where are we going as an organization? What do we need to be successful? What are we doing to remove barriers that impact our most vulnerable children? What are our providers and families telling us they want and need, and are we responding?

The period of time this plan covers promises to be one of significant change for DPP and the early childhood education landscape within Denver, the state of Colorado, and the United States. As universal preschool rolls out across Colorado and in DPP's new role as the lead coordinating organization (LCO) for Denver, we will serve more of Denver's children and provide greater support to our families of the highest need.

DPP will operationalize our strategic goals through plans and strategies that help us keep our north star while being responsible and flexible via feedback loops with our families, providers, and community partners. These three years promise to be some of the most dynamic DPP has encountered. We are prepared for this moment. We are ready to meet the opportunities and challenges that arise with clarity, focus, resilience, and determination.

In this new plan, you will find our updated organizational vision, mission, values, strategic goals, and pathways to success for achieving those goals. Those visions are specific, measurable, and achievable. Together, these provide a roadmap forward. Most importantly, it is an invitation to our community to be a part of making Denver's early childhood system one of the strongest, most equitable, and highest impact in the country. Exciting work is ahead of us, and we sincerely look forward to partnering with you to deliver on the investment the residents of Denver and now the State of Colorado have made in service of families.

Sincerely,

**Michael Baker**  
Outgoing Board Chair

**Elsa Holguin**  
President & CEO

**Anne Rowe,**  
Board Member & Strategic  
Planning Steering Committee Lead



# ACKNOWLEDGEMENTS

Denver Preschool Program would like to express gratitude for the commitment and expertise of our strategic planning committee in guiding the development of this plan. We would like to thank Co-Chairs Anne Rowe (DPP board member) and Michael Baker (outgoing DPP Board Chair) for their leadership and service, as well as all committee members and staff. We also acknowledge the support of strategy and equity partners, including Mission Spark, Accountability for Greatness, and Prosono.

## STRATEGIC PLANNING COMMITTEE BOARD MEMBERS

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# EXECUTIVE SUMMARY

**DPP IS GUIDED BY OUR VISION** that every Denver child has equitable access to a strong foundation to thrive in kindergarten and beyond.

**WE WORK TOWARDS THIS VISION THROUGH OUR MISSION** to transform the futures of young children and their families by strengthening and funding the early childhood experience.

In service of creating a more equitable early childhood landscape and a more just world, we commit to:

- 1 | Grow our knowledge and awareness of inequities and their root cause.**
- 2 | Drive access, choice, and quality in early childhood education.**
- 3 | Advocate for systems-level policy changes that address harm.**
- 4 | Lead in action and words with courage, tenacity, and accountability.**

DPP is entering an unprecedented period of change and growth. As such, our strategic orientation over the next three years is one of growth in funding, programming, and infrastructure to serve Denver's families and young children better. We seek to grow in ways that create equity, are sustainable, and model the way forward for early childhood supports that transform the lives of families. DPP commits to bold action to help eliminate differences in educational, well-being, and health outcomes as a result of systemic racism, generational poverty, and discrimination through our role in early childhood education.





THROUGH OUR PLANNING PROCESS,  
WE IDENTIFIED AND COMMITTED TO FIVE  
STRATEGIC GOALS:

- 1 | Increase Enrollment For 3- and 4-Year-Olds in Denver, Prioritizing Around Need.**
- 2 | Enhance the Early Childhood Workforce.**
- 3 | Activate Early Childhood Policies, Programs, and Models Outside of Licensed Care.**
- 4 | Address Unmet Needs in the Early Childhood System.**
- 5 | Ensure DPP has the Infrastructure, Staffing, and Governance to Thrive.**

TO IMPLEMENT EACH OF THOSE GOALS,  
DPP IS EMPLOYING THE FOLLOWING  
CROSS-CUTTING STRATEGIES:

- **Equity and Inclusion**
- **Operations and Infrastructure**
- **Strategic Communications**
- **Intentional Impact**
- **Advocacy and Community Engagement**
- **Visionary Leadership and Governance**
- **Funding and Financial Management**
- **Quality**
- **Iterative Innovation**

This plan has laid out DPP's priorities for the next three years, beginning with our guiding principles, our unwavering and living commitment to creating a more equitable early childhood system, and to lead in a dynamic state and national early childhood environment. Work is already well underway to fully realize the scope of our new strategic plan –a living, breathing roadmap that we will continue to revisit over the months and years ahead. We look forward to involving those we serve and partner with in this process and working to accomplish our vision, mission, and goals together.

## INTRODUCTION

The Denver Preschool Program is pleased to share our strategic plan for 2023-2025. This plan represents an extensive planning effort by the board, staff, providers, partners, and community members to center in equity and to best serve Denver's youngest learners and their families. Within this narrative, we share our newly-revised guiding principles and equity commitments and our strategic direction and priorities. Also included are highlights of the stakeholder feedback supporting analysis and insight that helped inform our next steps for the coming years.

## PURPOSE

Strategic planning is a process through which an organization agrees upon and builds commitment to a set of priorities and strategies essential to fulfilling its mission. These priorities are fulfilled by actions that make measurable and meaningful progress on the mission over a defined period of time. DPP has long been committed to being guided by a strategic plan to focus our efforts and resources in mission-aligned ways that are responsive to the needs and changes within the early childhood system, the Denver community, and the larger context of the environment in which we operate. Our previous plan guided our work from 2017 through 2022, with strategic adjustments along the way to navigate through the COVID-19 pandemic and the shifting landscape that included the passage of Proposition EE, set to fund universal preschool for the state of Colorado. We look forward to implementing our plan for 2023-2025, a period of time that promises significant change and growth in early childhood education.

## HOW DPP USES ITS STRATEGIC PLAN

This document is used for internal and external purposes—to guide work planning, financial and human capital investments, strategic decision-making, and community and partner engagement and communication. The document is designed to be a polished presentation of strategic planning process results, as well as a living, breathing, changeable document that reflects the organization's needs over time and in changing conditions.

# ABOUT DPP

## OVERVIEW

DPP makes quality preschool possible for Denver families with 4-year-old children through a dedicated sales tax, first approved by voters in 2006 and renewed and extended in 2014. DPP has provided nearly \$150 million in tuition support to help more than 65,000 Denver children attend the preschool of their family's choice, establishing each child's foundation for lifelong learning and success through the 2021-2022 program year. Children who attend an early childhood education program are more prepared for kindergarten, leading to stronger early language, literacy, math, and social and emotional skills, and a higher likelihood of graduating high school, attending college, and succeeding in their careers.

To ensure every Denver child can experience the power of preschool, DPP offers tuition credits to every Denver family with a 4-year-old. But that is not enough. DPP also empowers early childhood educators (through professional development, coaching, scholarships, and additional quality improvement resources), engages in extensive community outreach, and advocates at the city, state, and national levels to reimagine the early childhood education ecosystem as a whole. To better support those families with the greatest financial need, we supplement our tuition credit system with scholarships and offer tuition support for 3-year-olds.

In addition, in 2022, DPP was selected as the Local Coordinating Organization (LCO) for Universal Preschool (UPK) Colorado. With both funding streams, Denver families will have more money to offset the cost of care and DPP can think strategically about how we utilize our funding to deepen and expand services.



## DPP HISTORY

DPP is entering its 17th year of funding and is currently in its 16th year of program operations. During these years, DPP has continued to evolve, innovating its programming and delivery of services, maturing as an organization, and emerging as a model for funding, access, quality, and choice in early childhood education for Colorado and the nation. The timeline below details significant milestones in DPP's history.

- 2004**  
Mayor Hickenlooper's Leadership Team on Early Childhood Education convenes summit on early childhood education
- 2006**  
Denver City Council places preschool proposal on November ballot
- 2007**  
First preschool enrolls  
DPP tuition supports helps first child attend preschool
- 2008**  
Online "Find a Preschool" tool helps first Denver family find the right preschool for their child
- 2009**  
In first full year of operation, enrollment leaps from just 7% to over 60% of Denver's 4-year-olds
- 2010**  
As DPP helps its 10,000th child attend preschool, enrollment grows to exceed 70% of Denver's 4-year-olds
- 2011**  
CLASS™ integration begins, adding a critical focus on quality instruction to DPP's overall rating and improvement system
- 2012**  
For the third straight year, independent evaluation confirms that the vast majority of DPP graduates leave preschool ready for kindergarten
- 2013**  
DPP launches inaugural Preschool Showcase for Denver's families
- 2014**  
Successful reauthorization and expansion of DPP, increasing the sales tax from .12 to .15 and expanding our reach to support all Denver preschoolers
- 2015**  
Brought back summer funding to support children year-round
- 2016**  
DPP celebrated 10 years of programming and supporting the Denver community
- 2017**  
82-88% of sampled preschoolers received a score that indicated they were prepared to succeed in kindergarten
- 2018**  
DPP expanded our QI program to 3-year-old classrooms beginning with the 2018-2019 school year
- 2019**  
DPP welcomes Elsa Holguin as the next President and CEO
- 2020**  
DPP provided more than \$785,000 in DPP Strengthening Grants funding directly to providers to mitigate the negative financial impacts of the pandemic
- 2021**  
DPP launched Preschool for 3s, funding our first pilot cohort of 3-year-olds in 2021-2022
- 2022**  
DPP selected by the Colorado Department of Early Childhood to be Denver's Local Coordinating Organization for Universal Preschool Colorado

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For an expanded list of  
DPP milestones, see [page 28](#).



# CENTERING IN EQUITY



## OUR COMMITMENT TO BOLD ACTION

Our work is human-centered, inclusive, and intentionally threads equity, diversity, inclusion, and justice in our work. Our journey intends to move beyond statements of commitment to action, accountability, and measurable outcomes. We recognize the remnants of the intentionally designed systems that have oppressed historically marginalized communities, causing historical harm, and we are committed to doing our part to dismantle these systems of oppression.

## OUR COMMITMENT TO SHARED DEFINITIONS

We recognize that equity work is a continuous cycle of reflection and action to address power and privilege that harms historically marginalized communities. Our first focus was to create shared language, defining the following terms while acknowledging the historical and present-day harms that contribute to the inequities we seek to remedy.

### Equity

We define equity as the condition that allows all children and families to thrive by receiving all necessary support to achieve their personal well-being, regardless of social or cultural characteristics.

We recognize the past and present impacts of structural and institutional racism, and we know that these oppressive systems continue to harm and disadvantage historically marginalized groups. Inequities exist based on race, ethnicity, language, sexual orientation, age, gender identity and expression, social and economic status, household structure, religion, disability, and country of origin.



## **Inclusion**

We define inclusion as policies and practices that welcome every child, recognize their strengths and fulfill their families' desire to participate in early childhood education.

Understanding the ongoing inequities in access and opportunity and how these create disadvantages for historically marginalized students and families is crucial for DPP's work toward equity.

## **Diversity**

We define diversity as variation among individuals regarding their backgrounds and lived experiences. These may be experiences related to social identities, including but not limited to race, ethnicity, language, sexual orientation, age, gender identity and expression, social and economic status, household structure, religion, disability, and country of origin.

We acknowledge that dominant white spaces have been initially designed to be exclusive and not inclusive of diverse identities and often are not representative of the communities we serve, both socially and economically.

We recognize that the exclusionary practices in school settings throughout history have ramifications on the current experiences of historically marginalized students. Racism is still prevalent in our educational institutions and the institutional barriers that impede access and opportunity for historically marginalized students. Understanding these exclusive policies and practices will support DPP's work toward inclusion, where students and families feel a sense of belonging and respect to help them reach their full potential while acknowledging the diversity of choice and need.

## **Justice**

We define justice as the full and equal participation of all children and families in a society intentionally created to meet their needs.

Social justice includes a vision of society in which the distribution of resources is "equitable," and all members of a space, community, institution, or society are "physically and psychologically safe and secure."

Educational justice is collectively reimagining what education can look and feel like when we center the voices of the most marginalized. It engages in dialogue with the community about how all students, especially Black, Indigenous, and students of color, can enter school as their most authentic selves and feel supported and safe.

We recognize how power, privilege, and oppression impact our experience of our social identities. Schools across the nation make it clear that fair distribution of resources and equitable treatment don't always happen. Achieving educational justice is when students don't have to conform to the status quo to feel successful and when educators become adept at responding to student needs.



## OUR PILLARS TO CONTINUE OUR COMMITMENT

Access, Quality, and Choice, while a part of our defined terms, have been steady pillars by which we live and we continue to honor them in the world we do. We acknowledge that we cannot move in good faith towards our vision and mission if access, quality, and choice are not in alignment or a part of our pursuits to achieving equity.

### Access

We define access as the ways in which educational institutions and policies ensure families have equal and equitable opportunities to take full advantage of early education programs that best meet their needs.

We recognize that factors such as race, gender, sexual orientation, disability, English-language ability, and socioeconomic status, in addition to factors such as relative community affluence, geographical location, or school facilities may contribute to marginalized or underprivileged students having less “access” to educational opportunities than other students.

### Quality

We define quality education as one that focuses on the whole child and the social, emotional, mental, physical, and cognitive development of all students regardless of gender, race, ethnicity, socioeconomic status, etc.

We recognize that quality should be based on providing excellent teaching, utilizing and providing access to developmentally appropriate and effective learning tools, and establishing a supportive learning environment. A quality education provides the outcomes needed for individuals, communities, and societies to prosper. A program should be considered of high quality if it is equitably accessible, provides positive and fair experiences for all children, especially those who have been historically marginalized, and actively works to identify and close disparities in child outcomes where they exist.

### Choice

We define choice as simply the idea that all parents, regardless of means, have the freedom to choose where and how their children are educated. School choice allows DPP funds to follow students to the schools or services that best fit their needs, whether that's to a public school, private school, charter school, home school, or any state-licensed learning environment families choose.

We recognize that the early childhood system is market-driven in that it gives more options to parents that have the ability to navigate the system and the financial resources to find high-quality care.

## OUR COMMITMENT TO AN EVIDENCE-BASED, PEOPLE-FIRST APPROACH

We utilize targeted universalism in our programming approach, recognizing the importance of universal goals with targeted strategies depending on the needs of the communities we serve. We build our approaches based on what we hear from those we serve and evidence-based practice, seeking to create positive impacts in the lives of Denver's families.

As part of our commitment to equity, and to use data as a driver for improved outcomes, in the fall of 2022, we completed an Organizational Equity Self-Assessment to establish baseline data for the agency to build metrics and accountability into our strategic plan.

### DPP's Equity Assessment Baseline Findings

The Denver Preschool Program designed and distributed an Organizational Equity Self-Assessment to all DPP Staff, Board, and Contractors (a total of 78 individuals), with additional plans in 2023 to survey providers and families to establish a baseline for the current state of equity at the Denver Preschool Program. Of those that received the assessment, over 37% responded.

The survey covered six domains: Organizational Commitment, Leadership and Management, Workforce, Community Access and Partnership, Data, Metrics and Continuous Quality Improvement, and Organizational Innovations. Within each category, respondents were asked to rate DPP on a scale from 1 (Exclusion) to 6 (Full Inclusion), as detailed below.

Overall, respondents gave DPP a rating of 3.77 out of 6, indicating changes in policies and practices are actively being made; however, we have not yet reached our full potential in operationalizing equity, as detailed below.

<b>1 Exclusion</b>	Formal policies, practices, teaching and decision-making at all levels exclude individuals based upon race, gender, ability, sexual orientation, etc.
<b>2 Passive</b>	Policies exist to diversify the workplace, but largely they are in non-use or non-compliance.
<b>3 Symbolic</b>	Policies and practices are in place to promote multiculturalism and diversity, but largely do not [yet] yield the intended results.
<b>4 Identity Change</b>	Policies and practices begin to shift focus, specifically calling out racism, sexism, ableism, homophobia, etc., and seek to eliminate racial bias.
<b>5 Structural Change</b>	The Organization has proactively changed and reprioritized its work and is creating positive reinforcing feedback to sustain structural changes that support inclusive and equitable outcomes.
<b>6 Full Inclusion</b>	Commitment to equity is reflected throughout policies and practices and reinforced at all levels of the Organization.

Below is a summary of the assessment categories and the ratings that DPP received:

Assessment Categories	Ratings
Organizational Commitment	3.5
Leadership and Management	3.77
Workforce	3.88
Community Access and Partnership	3.49
Data, Metrics, and Continuous Quality Improvement	4.17
Organizational Innovations	3.83
<b>Overall Score</b>	<b>3.77</b>

Additional rating questions were added to the survey questions to include the interests of the board and staff to better capture lived experiences as well as open-ended questions allowing for explanations, examples, and/or suggestions.

Several themes stood out from the assessment, including the need to diversify representation on the Board of Directors, the desire to have access to regular Anti-Oppression training for staff, board, contractors, and providers as well as an acknowledgement of DPP's progress, and commitment towards equity over the past few years.

While we did not collect survey responses from families this round, we received clear feedback and recommendations from families through focus group engagement:

- Include family-driven priorities in DPP's new strategic plan.
- Support preschool diversity, equity, and inclusion practices and policies.
- Expand support to families who live in under-resourced communities.
- Increase awareness of DPP tuition credits among Denver Public Schools (DPS) families.
- Collaborate with community partners to help DPP families access basic needs.

As we move this work forward, we will continue to be guided by feedback from DPP stakeholders and evidence-based practices while holding ourselves accountable to measures of progress around equity, justice, diversity, and inclusion within our sphere of action and leadership.

## OVERVIEW OF THE PLANNING PROCESS

The purpose of this section is to detail the planning process, share key results, and provide some of the supporting documentation and information which guided the staff and board in their decision-making.

### APPROACH

In the spring of 2022, the Denver Preschool Program (DPP) engaged professional contracted integrated strategic planning and equity support to collaborate with board, staff, and strategic planning committee members in the development of a three-year equity-driven strategic plan. A process that was responsive to the dynamic and changing universal preschool landscape at the state level was developed. This process included:

- research into peers and best practices;
- identifying emerging trends;
- prioritizing equity considerations;
- community engagement;
- completing an organizational assessment;
- conducting an environmental scan; and
- reviewing current programs.

### ENGAGEMENT

Mission Spark worked with DPP's Strategic Planning Committee to develop a stakeholder engagement plan, identifying both internal and external individuals and entities that have a vested interest in the strategies DPP takes to fulfill its purpose of making high-quality preschool possible for all Denver families, regardless of income. Stakeholders engaged through this process brought value, insight, and perspective to DPP's resulting strategy and services.



## SHARED STRATEGIC PLANNING LANGUAGE

To help support readers of this plan, here is the shared lexicon used by DPP staff and board members to guide the development of DPP's strategic plan:

### DEFINITIONS

**Vision:** A statement that evokes our guiding image of success formed in terms of a contribution to those we represent or serve.

**Mission:** A succinct statement of DPP's reason for being that communicates who we are, what we hope to achieve for whom, and through what means.

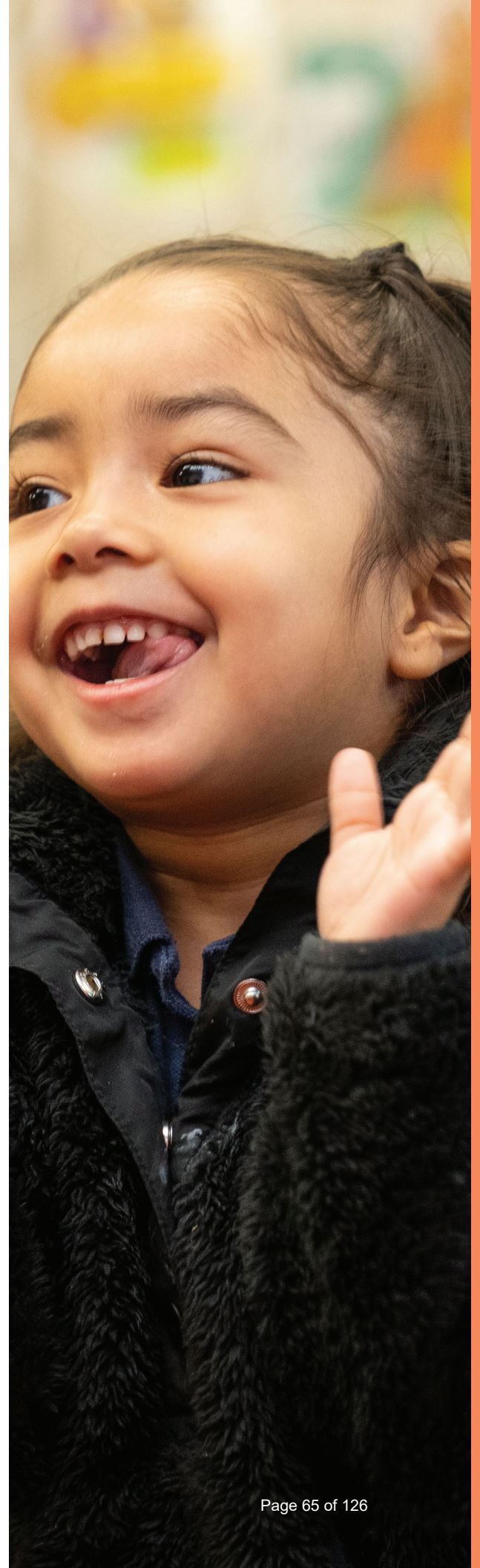
**Values:** The moral compass that drives our organizational culture and decision-making, representing what we stand for.

**Equity Commitments:** These commitments demonstrate DPP's acknowledgment of long-standing inequities within the early childhood system and society, and provide specific ways we will take action and hold ourselves accountable for promoting and operationalizing equity in all aspects of our operations and leadership.

**Strategic Orientation:** This statement guides how we approach the strategic priorities of the next three years and provides a lens from which to unify and align organizational efforts.

**Goals:** These statements describe the intended result or direction for specific organizational activities and are specific, measurable, relevant, and time-bound.

**Visions of Success:** These statements capture, with greater specificity, the intended impact of achieving a goal.



# 2023-2025 STRATEGIC PLAN

## GUIDING PRINCIPLES

DPP's guiding principles serve as a north star, leading us into the future with purpose, vision, and alignment.

### VISION

Every Denver child has equitable access to a strong foundation to thrive in kindergarten and beyond.

### MISSION

We transform the futures of young children and their families by strengthening and funding the early childhood experience.

### VALUES

At DPP, we are motivated by and accountable to our guiding values:

- **CENTER IN EQUITY**, where DPP focuses on equity internally and externally to reduce and overcome barriers to ensure equitable opportunity for all children to participate in early childhood education, and contributes to an equitably compensated ECE workforce and workplace.
- **INCREASE ACCESS**, where DPP combats systemic barriers so every young learner in Denver, especially those who encounter the most obstacles, has access to the benefits of quality early childhood education.
- **PROMOTE CHOICE**, where parents and caregivers are well informed about early childhood education options and can make the best choice for their child regardless of factors that typically restrict choice, such as income or neighborhood.
- **LEAD COLLABORATIVELY**, where DPP works alongside others to champion, innovate and strengthen early childhood education.
- **DELIVER QUALITY**, where DPP listens to our community of families and providers to inform how we define and promote quality early childhood education and bring excellence in all aspects of DPP's work to increase positive outcomes for Denver's children.

## EQUITY COMMITMENTS

Denver Preschool Program commits to taking bold action to help eliminate differences in educational, well-being, and health outcomes due to systemic racism, generational poverty, and discrimination through our role in early childhood education.

In service of the creation of a more equitable early childhood landscape and a more just world, we will:

- 1 | Grow our knowledge and awareness of inequities and their root cause.
- 2 | Drive access, choice, and quality in early childhood education.
- 3 | Advocate for systems-level policy changes that address harm.
- 4 | Lead in action and words with courage, tenacity, and accountability.

## DPP STRATEGIC ORIENTATION

Our strategic orientation over the next three years is one of growth in funding, programming, and infrastructure to serve Denver's families and young children better. We seek to grow in ways that create equity, are sustainable, and help model the way forward for early childhood supports that transform the lives of families.

## DPP STRATEGIC GOALS & PATHWAYS TO SUCCESS

The following five goals will lead DPP forward. Each is accompanied by a detailed pathway to success for its achievement.

### 1 | **Increase Enrollment For Three and Four-Year-Olds in Denver, Prioritizing Around Need.**

**Increase enrollment in early childhood education opportunities for Denver three- and four-year-olds, specifically among children of color and children with significant barriers to attending preschool.**

#### PATHWAY TO SUCCESS

- From the baseline of DPP's 2022-2023 demographics, increase enrollment to 70% of all Denver 4-year-olds per cohort year by 2027.
- Use DPS student enrollment demographic data as a baseline, and increase the percentage of Black, Indigenous, and people of color (BIPOC) children enrolled in DPP.
- Increase enrollment in DPP in city-defined areas of concentrated disadvantage (by income tier).
- Report on progress, using disaggregated data to track and mitigate disparities to adjust our approaches quickly to address unmet needs and promote equity.
- Maximize blending and braiding of funding to ensure more families with preschoolers can afford and enroll their child in licensed care.

### 2 | **Enhance the Early Childhood Workforce.**

**Strengthen the early childhood education workforce through innovative practices, funding models, and partnerships that help hire, support, and retain directors, family child care home providers, classroom teachers, and support staff.**

#### PATHWAY TO SUCCESS

- **Aligning with the development of the Colorado ECE workforce plan, establish a Denver workforce plan and desired outcomes with a strong equity focus. Outcomes might include:**
  - DPP providers run at their desired capacity;
  - Retention rates improve;
  - Strong job candidates are available;
  - Better compensation and benefits are available for workforce members;

- Boldly and continuously seek funding opportunities and partnerships to achieve salary and benefits parity for community site teachers with DPS teachers; and
- An increase in staff and teachers of color.
- Using disaggregated data to understand the current state of Denver’s ECE workforce, establish a baseline from 2022, and develop strategies and metrics year-over-year that promote equity and are responsive to emergent needs.
- Pilot and evaluate innovative models that advance equitable workforce outcomes.
- Continue to fund and strengthen professional development opportunities for ECE staff.
- Ensure DPP can sustain the innovations that work through funding, partnerships, policy, or other mechanisms.

### **3 | Activate Early Childhood Policies, Programs, and Models Outside of Licensed Care.**

Advance early childhood choice, access, and quality for Denver families through bold approaches to policies and programs that help our youngest learners succeed, paying particular attention to Denver’s children who may not otherwise attend licensed care.

#### **PATHWAY TO SUCCESS**

- Establish a landscape assessment of early childhood support, including academic, social, and emotional supports, availability and affordability of childcare, friends, family, and neighbor (FFN) care, and other factors that influence equitable access to families’ desired care paths.
- Within the scope of DPP, including in its role as the Lead Coordinating Organization for state UPK, ensure every Denver family has increased access to the early childhood support they desire and at an earlier age.
- Inform quality based on DPP assessment data, child outcomes, evidence-based practice, and family/provider feedback.

### **4 | Address Unmet Needs in the Early Childhood System.**

Grow resources to strengthen the early childhood system and meet Denver’s early childhood education needs and opportunities.

#### **PATHWAY TO SUCCESS**

- Effectively manage the Denver Lead Coordinating Organization (LCO) from the state-funded UPK.
- Lead, advocate, and model best practices for supporting the early childhood system through a lens of equity as we inform and are informed by local, state, and national developments.
- Achieve reauthorization by Denver voters to continue sustained funding for DPP’s mission.
- Increase and diversify funding that helps DPP meet existing and emergent needs in early childhood.



- Identify priorities from incorporating community-based feedback, participation, and evidence-based research and best practices.
- Make meaningful progress around identified priorities, which may include serving infants and toddlers.
- Utilize a targeted universal approach, ensuring every child who enrolls is funded but that those who need it most get more funding as we expand or create new DPP programs.
- DPP operates within a system of early childhood and will prioritize making decisions with regional, state, and national considerations, aligning and leading for the best outcomes and advocating for the needs of families.

## 5 | **Ensure DPP has the Infrastructure, Staffing, and Governance to Thrive.**

Achieve sustainable, equitable, and effective growth in systems, structure, staffing, and governance to meet the dynamic and growing needs of the early childhood system.

### PATHWAY TO SUCCESS

- Secure appropriate staff capacity representative of the populations we strive to serve.
- Create systemic, strategic, and sustainable organizational infrastructure to deliver quality, responsive programs, and services.
- Develop and diversify DPP's Board of Directors to include a strong representation of who we serve, including providers and families.
- Lead a community of practice, and through community-based partnership, strengthen the early childhood system through solid relationships, effective policy, and collaborative leadership.

## CROSS-CUTTING STRATEGIES

Cross-cutting strategies are essential to carrying out the work of each goal.

- **Equity and Inclusion:** DPP is a universal program available to all of Denver's four-year-old children. We uphold the principles of equity and inclusion through targeted approaches to ensure we provide equitable access to support through our tuition credit scale, scholarship approach, and other means. We promote equity and inclusion in how we operate, communicate, and engage the community we serve. We lead with a culture of equity and inclusiveness and create a sense of belonging among all people and organizations working on behalf of DPP.
- **Operations and Infrastructure:** Significant change is underway in the early childhood landscape, including the addition of state universal preschool funding. DPP will proactively ensure that the organization operates with the appropriate staffing, policies, procedures, and supportive culture to be effective stewards of funding and the equitable distribution of funds to meet our mission.
- **Strategic Communications:** DPP assesses our brand, identifies how we are perceived and understood by the community, and develops and operates from an annual strategic communications plan that considers our biases and stereotypes. We identify internal and external strategies which help us engage families through accessible means and in their language of choice, communicate our impact to the public, and align with our partners.

- **Intentional Impact:** DPP uses both process and outcomes evaluation to continually improve the effectiveness of our work. We intentionally seek out and design evaluation tools and processes that address inherent biases present in many methods and tools, to ensure we are achieving results for Denver's children that prepare them for success.
- **Advocacy and Community Engagement:** DPP cares deeply about the community we serve, and the views of families and early childhood education providers are essential to the effectiveness of our programs and services. We listen to their ideas and what they think is important, so we can advocate for those approaches, policies, and procedures that will serve them best.
- **Visionary Leadership and Governance:** DPP is a leader locally, state-wide, and nationally in funding and promoting early childhood education. Our board and the strength of our governance practices reflect that leadership and being a role model for others. DPP serves as a leader and model for other UPK LCOs and guides best practices to providers.
- **Funding and Financial Management:** DPP stewards its resources responsibly and strategically to implement our mission in an equitable and high-impact manner. We continue to pursue avenues that will bring additional funding to strengthen our work.
- **Quality:** We define quality based on family and provider feedback, best practices and achieving equitable child outcomes, and being a trustworthy and accountable partner that serves as an exemplar in supporting and promoting early childhood education.
- **Iterative Innovation:** We begin with evidence-based practice and continually improve our impact by testing new approaches and ideas. We do this through pilots and modeling and assessing results before investing further.

## STRATEGIC CONSIDERATIONS

DPP board and staff developed the core direction of this strategic plan informed by stakeholder feedback, exploration of the current early childhood education landscape, assessment of internal operations and analysis of future organizational structure needs, and review of other factors shaping the environment in which DPP operates.

## STAKEHOLDER ENGAGEMENT

Community members provided input and feedback to help inform DPP's future through partnerships with several DPP third-party contractors using the following approaches:

- Facilitation of a focus group, hosting of a panel discussion, and provision of direct feedback opportunities on DPP's strategic plan drafts with DPP early childhood education providers.
- Completion of 13 interviews with community partners and contractors to gather input around the implementation of UPK as Denver's LCO, as well as strategy and equity considerations for DPP.

- Engagement of members of Denver’s UPK implementation steering committee in a strategic plan review and feedback session.
- Facilitation of a focus group with DPP-participating families that included input on strategic and equity areas of focus for DPP.
- Administration and summary of findings of a DPP Racial Equity assessment of DPP Staff, Board Members, and Contractors.
- Review and incorporation of stakeholder feedback through DPP partners that inform program and process evaluation, as collected via annual surveys.

## CURRENT LANDSCAPE

DPP has a strong foundation to build from for the future. DPP has a track record of success with a strong staff and board and is well-regarded by parents, providers, policymakers, and the business community. Founded in 2006, DPP has served nearly 65,000 students and has awarded \$150 million in tuition credits. DPP provides over \$15 million in funding each year and serves roughly 4,800 students. DPP is a national leader in the field, and many look to DPP to provide financial relief to families and improve the quality of ECE in their states. DPP has helped inform Colorado policymakers and Governor Jared Polis to ensure ECE is affordable and accessible to all Colorado families. Mirroring the work of DPP, Colorado will provide four-year-olds an average of 15 hours per week of free preschool beginning in fall 2023 through state UPK.

### Local Denver Landscape

The dynamics shaping the local landscape in which DPP operates include the following:

#### RAPIDLY INCREASING NEIGHBORHOOD GENTRIFICATION

According to the National Community Reinvestment Coalition, more than 27% of Denver neighborhoods experienced gentrification by 2019. The coalition, along with multiple other sources, concluded that Denver has the second-highest gentrification rates in the country. Of Denver neighborhoods, the Urban Displacement Project found that over 61% experienced a significant increase in housing costs at levels above the regional median between 2000-2017. The project also noted that gentrification was projected to impact more than 50,000 low-income households in the area in 2021 alone.

#### DECREASING POPULATION OF FOUR-YEAR-OLDS IN DENVER

Denver has faced severe drops in education enrollment as a result of the COVID-19 pandemic, with preschool-kindergarten facing the highest rates of decline. In 2021 alone, ECE-kindergarten in Denver Public Schools enrolled 1,044 fewer students than in 2020. This decrease can be attributed to the rising cost of living, decrease in birth rates, or families opting into school choice outside of the Denver area. DPP data from the last five years also reflects the declining number of low-income families participating in DPP. The 2022-2023 average student breakdown reported a decrease in 339 students, although a 205-student increase from 2018-2019. From 2019-2020 to 2022-2023, DPP showed a reduction of 1,945 students participating in the DPP tuition scale’s lowest income tier, which represents those whose family income is under 100% of the Federal Poverty Line.

## **DENVER IS THE FIFTH LEAST-AFFORDABLE REAL ESTATE MARKET IN THE COUNTRY, TOP 4% OF MOST EXPENSIVE CITIES TO LIVE IN THE WORLD**

World Nation News reported that Denver went from being the eighth least affordable market to the fifth in less than one month in 2022. The average housing price is 6.6 times higher than the average household income in the Denver metro area and has risen 23% in the past year. The affordability index fell to a year low of 59 points in March of 2022; despite this, housing prices continued to rise more than 11% in February 2022 alone. For a median-income family to be able to afford an average home in Denver, a working individual would need to supplement their income by 40%.

## **COST OF CARE IS UP AND OUTPACING INCREASES TO DPP'S TUITION CREDIT SCALE**

Childcare costs have risen by nearly 40% since 1990. The lack of early childhood providers has rapidly increased childcare costs, disproportionately impacting BIPOC and lower socioeconomic families. For child care to be considered affordable, it is suggested that costs amount to 7% of a family's revenue; however, Colorado families are spending nearly 16%-27% of their income on childcare each year. DPP's current cost of care is \$1,425 per month, much higher than the national average and more than 7% of many families' incomes. For families of lower income, even giving 7% of their income to child care is unaffordable, as payment needs to first go to housing, food, and other essentials. Even with DPP's current tuition credit scale, many Denver families still have to find more than 7% of their income to attend preschool.

## **WORKFORCE SHORTAGE IN AN INDUSTRY ALREADY FACING WORKFORCE CRISIS**

The low salaries offered for ECE providers, along with the pandemic, has made it increasingly difficult to find qualified providers that are able to build careers in this field. The average salary of an early childhood educator in Denver is only \$42,000, which is on track with the United States average. Despite this, Denver is now the fifth most expensive city in the country. Educators can not afford to live in Denver on the salaries available, making it challenging for community-based providers to staff their education programs. In Denver, Community Lead ECE Teachers, on average, just meet the threshold of what a single adult in Denver needs to make to earn a liveable wage (\$20), while Community Assistants and Denver Public Schools Paraprofessionals, do not meet that threshold, falling significantly below. In a 2021 DPP survey, nearly 40% of workforce members reported they intended to leave the ECE field. Of those that responded, 64% noted feeling some to extreme financial strain. To help combat this, lawmakers passed Bill SB22-213. This bill aims to provide some level of financial relief and support to early childhood education and care in Colorado.

## **INCREASED INFLATION AND INTEREST RATES IMPACT PROVIDERS' AND FAMILIES' BUYING AND BORROWING POWER.**

Cber.co, a research site that tracks and reports on the health of Colorado's economy, reported that Denver's inflation is 7.7%, despite the Federal Reserve's target inflation rate being 2.0%. In March 2022, Denver experienced an all-time high inflation rate of 9.1%. These high inflation rates have caused the average family in Colorado to spend, on average, an extra \$1,685 in August and September 2022, the Common Sense Institute

reported. Increases in inflation give consumers less buying power, and despite this, housing prices continued to climb in 2022.

The Federal Reserve has continued to raise the target federal funds rate range to combat inflation. In December 2022, the rate was raised to 4.25% – 4.50%. The 50 basis point increase pushed the rate to its highest since December 2007. It also marked the seventh consecutive rate hike for 2022. The increase in interest rates has made loans more expensive and reduced consumer and commercial borrowing.

## **ADDITIONAL FACTORS INFLUENCING PRESCHOOL ATTENDANCE IN DENVER**

The following additional barriers exist in the Denver community that impact the ability of young children to attend preschool. Many of these barriers impact children of color and low-income families most:

- **Affordability of preschool, as a percentage of household income, takes away from other basic needs or makes preschool participation out of reach.**
- **Existing funding sources through Colorado Child Care Assistance Program and Headstart are limited and can only serve a limited number of families who are income eligible.**
- **Lack of affordable, accessible, and trusted transportation to attend preschool programs.**
- **Lack of availability of sufficient preschool slots for young children**
- **Lack of access to a DPP preschool near a family's home or work.**
- **Friend, Family, and Neighbor (FFN) service providers do not meet DPP's ordinance requirements and therefore have not historically been eligible for DPP funding but are the choice for many families for convenience, comfort, cultural alignment, and affordability.**
- **Limited hours of care at DPP preschools to meet the needs of families.**
- **The existence of complicated logistics in care coordination for multi-child families.**

## **Colorado ECE Landscape**

Some of the dynamics shaping the state landscape in which DPP operates include the following:

### **THE CREATION OF A SYSTEM OF UNIVERSAL PRESCHOOL FUNDING**

In 2020, Proposition EE was passed by Colorado voters that created additional funding for a 4-year-old universal preschool program for a minimum of 10 hours per week, regardless of family income, set to be launched in July 2023. In January 2022, the state of Colorado put out a "Colorado Universal Preschool Recommendations" report, developed by stakeholders throughout Colorado, outlining the vision for a state-wide UPK system. The report indicated, "The magnitude of this vision, and the importance of ensuring not just access, but the quality of care provided, requires the state work urgently toward achieving the goal of building a birth to 5+ system that is accessible, affordable, and valuable for children and families over the next several years." Universal preschool implementation will be facilitated through local leads selected by the newly created Department of Early Childhood (DEC). The Colorado DEC aims to develop a universal application for families, determine the rates and incentives to attend, develop evaluation standards, and support a qualified workforce for the program.

DEC announced Local Coordinating Organizations (LCOs) in July 2022, and DPP was selected as the LCO for Denver County. According to the report, “Through universal preschool, Colorado also has an unprecedented opportunity to leverage DEC and new local infrastructure to improve the quality and availability of early childhood programs and services for all young children, including infants and toddlers.” Please see the full **Colorado Universal Preschool Recommendations** report for more information.

## **RECOVERY FROM THE COVID-19 PANDEMIC IS STILL AN ISSUE FOR ECE PROVIDERS AND PARENTS**

The COVID-19 pandemic was an unprecedented time for our youth and highlighted a dire need for developmental and mental health support in ECE. Children were particularly vulnerable to the repercussions of COVID-19. Many were expected to continue to learn in a remote setting where they lacked direct and social support from peers and licensed educators during critical stages of learning and development. The extensive brain development in the first five years of life makes it essential for children in early childhood to have not only proper nutrition but care, stimulation, and learning and development opportunities—something many youth children were deprived of during the pandemic. Young children were also at the highest risk for neglect and abuse during the pandemic. Additionally, by June 2021, over 140,000 children in the United States alone were affected during the pandemic by losing a parent or primary caregiver. An estimated 65% of children that lost a parent or caregiver were a minority or marginalized youth.

The Center for American Progress found that before the COVID-19 pandemic, Colorado had enough licensed childcare providers to care for only 19% of infants and toddlers, and this has not improved since the start of the pandemic. The lack of funding has not provided a space for licensed workers to be paid a liveable wage, forcing some into other professions during and after the pandemic. Early Milestones Colorado reported that during the pandemic, enrollment in Colorado ECE dropped 53.2%, noting that for providers to reopen or stay open, grants, loan forgiveness, or outside funding was required. Rising costs and lack of funding have made it difficult for ECE providers to recover from the pandemic.

## **THE NUMBER OF COMMUNITY-BASED PROVIDERS IS DOWN**

Collective Colorado reported that throughout the pandemic, nearly 10% of community-based providers shut down permanently. The decrease in providers gave families less choice and convenience in choosing their childcare providers, leading them to cobble together care outside of licensed facilities. Specifically, in Denver, there were 385 licensed providers in February 2020 and approximately 353 licensed providers in January 2023.

## **National ECE Landscape**

### **BEST PRACTICES AND TRENDS AMONG NATIONWIDE PEER ORGANIZATIONS**

Utilizing research conducted by Mission Spark on nationwide peer organizations in June 2022, strategic considerations for DPP include:



- Some peers, including DPP, are piloting new programs for three-year-olds, usually based on financial need, established after the start of the COVID-19 pandemic due to enhanced funding from stimulus bills and to combat the pandemic's "learning loss."
- Funding sources include local tax revenue (nearly all peers), and stimulus funding and private philanthropy (most peers). Local tax revenue sources include corporate and business taxes, estate and inheritance taxes, personal income taxes, property taxes, sales taxes, sin taxes (such as tobacco, alcohol, sugary beverages, legalized marijuana, etc.), and special district governments. DPP revenue, prior to Colorado UPK funds, is 99% funded by a sales tax.
- Like DPP, some peer websites have user-friendly tools to support families, such as a provider map and a tuition calculator.
- Like DPP, some peer organizations, but not all, are doing explicit DEI work. The majority had a few strategies rather than a standalone equity plan, and few had fully developed racial equity tools and staff positions dedicated to DEI.
- Examples of bright ideas from peer organizations include:
  - Boston Public Schools Early Education's Racial Equity Planning Toolkit
  - New York City Preschool for All – Every four-year-old is guaranteed a seat in a free, full-day Pre-K for All program, regardless of income. A 3-K pilot offers free, full-day preschool to three-year-olds, dependent on financial need.
  - Preschool for All, San Francisco – The funding proposal includes "raising wages for the professionals working in this vital sector"
  - PRE4CLE, Cleveland – Community engagement is strengthened through key partnerships with family support services, Invest in Children and Starting Point.
  - New Mexico Early Childhood Education and Care Department – NMECECD aims to create a more cohesive early childhood system by coordinating a continuum of programs from prenatal to five years old. It established a permanent fund for childcare, the Early Childhood Trust Fund, to distribute funds annually to ECECD. NMECECD has developed innovative ECE workforce programs, including raising the minimum wage to \$15/ hour for entry-level workers and \$20/ hour for lead teachers, as well as PreK salary parity for private sector teachers, a bilingual endorsement incentive, supporting women from Pueblos earning early childhood degrees, a wage supplement program, and scholarship programs for ECE degrees.

Please see the **summary of the research findings**, as well as the research **matrix details** of peer organizations, for more information.

## ANTICIPATED FUTURE OF ECE

### EXPANSION OF LOCAL, STATE, AND FEDERAL ECE FUNDING OPPORTUNITIES

The anticipated expansion of funding opportunities available in the early childhood education (ECE) space, at the federal, state, and local levels, creates opportunities for DPP. Though ECE is historically underfunded in the United States relative to K-12 funding, trends point to increased local and national funding opportunities, while still not fully meeting the need for universal preschool. In addition to DPP, current public ECE funding sources include the Early Head Start federal funding, Head Start federal funding, Child Care and Development

Fund (CCDF) federal funding (which funds Colorado's Child Care Assistance Program (CCCAP)), and the Colorado Preschool Program state funding sources. However, these funding sources fall short of the need for Denver's families.

In November 2020, Colorado voters approved a nicotine tax to fund UPK that will provide ten hours/week of preschool for all Colorado 4-year-olds starting in fall 2023. Additional federal investments seemed promising during the Build Back Better bill negotiations, however, these ultimately did not come to fruition.

## PLAN IMPLEMENTATION

DPP is entering an unprecedented period of growth and change. There will be many things about the next three years that we cannot predict or change, and so we will need to remain nimble and responsive to feedback, while also being accountable to Denver's children, families, and providers to create a more equitable and just system of early childhood that ensures choice, access, and quality for all of Denver's children.

DPP's Board of Directors and staff are committing to a thorough and regular process for review on the progress of this strategic plan, including quarterly data-driven reviews of plan progress, adjustments made to emerging conditions on an annual basis, and feedback loops with families DPP serves, community partners, and DPP providers to inform our focus and approach to implementing.

In addition to implementing our strategic priorities through our annual operations plan, we are also activating our strategic plan through the use of the following methods and tools:

- Strategy Screen to review emergent opportunities
- Strategic Plan Implementation Dashboard
- Family and provider feedback loops
- Equity Scorecard and Dashboard
- Evaluation and Assessment
- Expert support in human resource and organizational development

## SUMMARY

This plan has laid out DPP's priorities for the next three years, beginning with our guiding principles, our unwavering and living commitment to creating a more equitable early childhood system, and to lead in a dynamic state and national early childhood environment. Work is already well underway to fully realize the scope of our new strategic plan. This is a living, breathing roadmap that we will continue to revisit over the months and years ahead. We look forward to involving those we serve and partner with in this process and working to accomplish our vision, mission, and goals together, as we work to ensure every child in Denver has the opportunity to benefit from quality early childhood education that is responsive to their needs and to gain a strong foundation for a successful future.



## APPENDIX

# FULL DPP TIMELINE

### 2004

Mayor Hickenlooper's Leadership Team on Early Childhood Education convenes summit on early childhood education

### 2006

Denver City Council places preschool proposal on November ballot

Mayor Hickenlooper launches "Preschool Matters" campaign

### 2007

Major appoints first members of DPP's Board of Directors and Board of Advisors

DPP's first CEO, James Mejia, is hired to lead the organization

First preschool enrolls

DPP funds first preschool quality rating

DPP tuition supports helps first child attend preschool

### 2008

Online "Find a Preschool" tool helps first Denver family find the right preschool for their child

200th preschool enrolls

### 2009

In first full year of operation, enrollment leaps from just 7% to over 60% of Denver's 4-year-olds

"A Chair For My Mother" recognized as DPP's first Preschool One Book, One Denver selection

250th preschool enrolls

Release of first independent evaluation reveals DPP investment is starting to pay off

### 2010

As DPP helps its 10,000th child attend preschool, enrollment grows to exceed 70% of Denver's 4-year-olds

CEO transition - Eileen Piper steps in as DPP's next CEO

### 2011

DPP helps launch first-ever Rocky Mountain Early Childhood Conference at the Colorado Convention Center

CLASS™ integration begins, adding a critical focus on quality instruction to DPP's overall rating and improvement system

### 2012

Mayor Hancock welcomes 25,000th child into the Denver Preschool Program

The Denver Preschool Program celebrates its 5th anniversary with the support of Mayor Hancock and Governor Hickenlooper

For the third straight year, independent evaluation confirms that the vast majority of DPP graduates leave preschool ready for kindergarten

### 2013

DPP launches inaugural Preschool Showcase for Denver's families

5,020 4-year-olds received tuition support from DPP in 2012-2013 program year

252 preschool rated for quality participated in DPP

89% of 4-year-olds attended a high quality preschool

President and CEO Transition, Jennifer Landrum joins DPP

Launched the DPP preschool rating to fully integrate CLASS™ into DPP's rating process

The Power of Preschool, an exhibit which offered a glimpse into the life of a preschool child through the lens of five local, award-winning photographers, traveled the City

Preschool One Book, One Denver transformed into One Book 4 Colorado through a partnership with the Lt. Governor's Office, Reach Out and Read Colorado and the State Library

### 2014

Provided nearly \$9 million in tuition support to 4,815 4-year-olds in the 2013-2014 program year

Average full-day tuition credit \$236-\$617

Successful reauthorization and expansion of DPP, increasing the sales tax from .12 to .15 and expanding our reach to support all Denver preschoolers

Enhanced the find a preschool tool and created the "How to Choose a Preschool" guide

DPP actively begins sharing its lessons learned and successes to other states, cities and communities, contributing to the spread of DPP's model.

## 2015

Provided \$10.9 million in tuition support to 4,370 4-year-olds in the 2014-2015 program year

Average full-day support \$319/month

Following the successful reauthorization, DPP's Governance structure updated to remove advisory board and expand the Board of Directors from 7 to a minimum of 11

DPP mourns the passing of David Cole, a staunch advocate and champion for DPP

Created data to highlight dollars expended, providers and children served by Denver Council district

Brought back summer funding to support children year-round

Partnered with OMNI institute to hear and listen to families needs

Revamped the QI Framework with the core values of intentional teaching, highly-effective teachers and positive teacher-child interactions

DPP launched Achievement Awards to recognize preschool educators. DPP teachers, directors and programs can earn financial awards by completing various quality improvement activities

Colorado Shines Launch and DPP successfully helped advocate for improvements to the initial Colorado Shines scoring process

## 2016

DPP celebrated 10 years of programming and supporting the Denver community

DPP served 41,280 of children served, \$80,863,360 in tuition credits distributed and \$11,766,418 invested in preschool quality improvement from 2006-2016

With the creation of the 2017-2021 5-year strategic plan, DPP revised its Mission, Vision and Values

DPP T.E.A.C.H. Early Childhood Scholarship launch to fund college coursework for DPP educators wanting to earn an ECE credential, Associates degree or Bachelor's degree

DPP hosted its first Forum training series to provide an enriching, in-depth professional development experience on a relevant topic for a large number of DPP educators

## 2017

In the 2016-2017 program year, DPP served 4,709 children at 251 programs with \$13,493,058 in tuition credits

82-88% of sampled preschoolers received a score that indicated they were prepared to succeed in kindergarten

The DPP Tuition Credit Taskforce launched and conceptualized the Tuition Credit System to include supplemental supports and flexible dollars that can help solve dynamic challenges related to access and parent choice

DPP Child Development Associate Credential Scholarship launched to support assistant teachers to become Early Childhood Teacher qualified

DPP begins funding business support services as part of its QI investments to provide preschools with guidance on topics such as accounting principles, budgeting and blending/braiding multiple ECE funding sources

## 2018

DPP expanded our QI program to 3-year-old classrooms beginning with the 2018-2019 school year

83-92% of DPP children were ready for kindergarten and 82.4% of children met or exceeded at least one language (English or Spanish)

The average tuition credit \$617/month in 2018-2019

The Gap Scholarship Taskforce launched to create DPP's first ever supplemental supports in the Tuition Credit System

DPP renovates our office space focused around a centrally located community gathering space

In partnership with CU-Denver, organized innovative Forum training series that provided the opportunity for attendees to also earn undergraduate or graduate college credit

Through our partnership with the Road to Reading collective, DPP supported the Mile High United Way mobile preschool unit and launched our partnership with Denver Public Libraries to provide financial support to their Little Universities program

## 2019

In 2018-2019 4,417 children were served at 245 programs, DPP invested \$15.1 million in tuition credits

Nearly 500 different teachers & directors collectively earned \$245,500 in individual achievement awards

Participating preschools collectively earned more than \$170,000 in program achievement awards

DPP finalized the succession planning work as part

of the strategic plan recommendations

DPP welcomes Elsa Holguin as the next President and CEO

DPP completes a successful City Audit

DPP reorganizes the staffing structure and welcomes its first Chief Operating Officer, Ellen Braun

## 2020

Launched the DPP Scholarship, originally known as the Gap Scholarship in 2019-2020 program year

2019-2020 DPP served 4,877 children and 249 programs with \$15,309,758 in tuition credits and \$2,782,758 in Quality Improvement dollars directly to schools

Through a deep commitment to responding and supporting our schools during the COVID-19 pandemic

- DPP provided more than \$785,000 in DPP Strengthening Grants funding directly to providers to mitigate the negative financial impacts of the pandemic
- Enacted an attendance waiver to ensure continuity in funding during the pandemic, this meant DPP provided over \$1 million in additional tuition credit funding
- DPP became the fiscal administrator to support essential workers' families
- Increased the availability of quality distance learning opportunities

The passing of Proposition EE, a voter-approved nicotine tax measure that was approved in November 2020 for implementation starting in the fall of 2023 to support at least 10 hours of education a week to all Colorado 4-year-olds

DPP's first tuition credit recipient, Jaylah, graduates high school

DPP launched the Rising 4's pilot program, a part of the tuition credit system, to support children in the summer before their final preschool year

DPP published its first-ever journal article in Early Childhood Research Quarterly: Examining the Denver Preschool Program Tuition Credit in Relation to Children's Academic and Attendance Outcomes at Kindergarten

## 2021

DPP served 4,019 4-year-olds and delivered over \$15.1 million in tuition credits to Denver families

Funded nearly \$380,000 in Quality Improvement Grants

Total DPP Scholarships distributed \$953,456 and Beginning in the 2020-2021 school year the DPP Scholarship began fully funding children's tuition and adjusted our policies to support the cost of care

DPP launched a partnership with Parent Possible to fund Home Instruction for Parents of Preschool Youngers (HIPPY)

Key partner in the state's implementation of the Department of Early Childhood and the creation of Universal Preschool through the passage of Proposition EE

Funded ASPIRE to Teach Early Childhood scholarships for DPP educators at CU-Denver in partnership with Constellation Philanthropy

DPP launched Preschool for 3s, funding our first pilot cohort of 3-year-olds in 2021-2022

Following the pandemic, DPP piloted a Bonus Year tuition support program to allow families the opportunity to continue preschool for an additional year

## 2022

DPP Partnered with the Office of Children's Affairs to provide workforce stipends to more than 1,000 early care professionals, total funding exceeded \$400,000

DPP submitted an application to the Colorado Department of Early Childhood to be the Local Coordinating Organization for the City and County of Denver

Expanded the Preschool for 3s pilot to serve up to 660 children in the 2022-2023 program year

Developed DPP's Equity Statement, Commitments and Action Plans

Launched mental health pilot projects aimed at supporting our early childhood professionals

Received a modest grant for a pilot scholarships to a small number of 2-year-old scholarships

2023  
2025  
**STRATEGIC PLAN**

**Denver Preschool Program**  
**Monthly Tuition Credit Scale 2023-2024**  
**(Approved)**

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	\$26,621	1	\$713	\$356	\$820
	3	\$33,560	2	\$794	\$397	\$913
	4	\$40,499	3	\$916	\$458	\$1,054
	5	\$47,438	4	\$967	\$484	\$1,113
	6	\$54,377	5	\$1,067	\$534	\$1,227
	7	\$61,316				
	8	\$68,254				

<=== More than 8 family members - add \$6,939/for each additional member

TIER 2	Household Size	Income	Quality Rating	Full-Day Tuition Credit	Half-Day Tuition Credit	Extended-Day Tuition Credit
		Equal to or Greater Than				
		Equal to or Less Than				
	2	\$26,622	1	\$642	\$321	\$738
	3	\$33,561	2	\$715	\$357	\$822
	4	\$40,500	3	\$825	\$412	\$949
	5	\$47,439	4	\$871	\$435	\$1,001
	6	\$54,378	5	\$960	\$480	\$1,104
	7	\$61,317				
	8	\$68,255				

<=== More than 8 family members - add \$13,878 for each additional member

TIER 3	Household Size	Income	Quality Rating	Full-Day Tuition Credit	Half-Day Tuition Credit	Extended-Day Tuition Credit
		Equal to or Greater Than				
		Equal to or Less Than				
	2	\$53,245	1	\$606	\$303	\$697
	3	\$67,123	2	\$675	\$338	\$776
	4	\$81,001	3	\$779	\$390	\$896
	5	\$94,879	4	\$822	\$411	\$946
	6	\$108,757	5	\$907	\$453	\$1,043
	7	\$122,635				
	8	\$136,513				

<=== More than 8 family members - add \$17,990 for each additional member

TIER 4	Household Size	Income	Quality Rating	Full-Day Tuition Credit	Half-Day Tuition Credit	Extended-Day Tuition Credit
		Equal to or Greater Than				
		Equal to or Less Than				
	2	\$69,021	1	\$499	\$249	\$574
	3	\$87,011	2	\$556	\$278	\$639
	4	\$105,001	3	\$642	\$321	\$738
	5	\$122,991	4	\$677	\$339	\$779
	6	\$140,981	5	\$747	\$373	\$859
	7	\$158,971				
	8	\$176,961				

<=== More than 8 family members - add \$20,560 for each additional member

TIER 5	Household Size	Income	Quality Rating	Full-Day Tuition Credit	Half-Day Tuition Credit	Extended-Day Tuition Credit
		More Than				
	2	\$78,880	1	\$143	\$71	\$164
	3	\$99,440	2	\$159	\$79	\$183
	4	\$120,000	3	\$183	\$92	\$211
	5	\$140,560	4	\$193	\$97	\$223
	6	\$161,120	5	\$213	\$107	\$245
	7	\$181,680				
	8	\$202,240				

<=== More than 8 family members - add \$20,560 for each additional member

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	\$71	\$36	\$82
	n/a	n/a	2	\$79	\$40	\$91
	n/a	n/a	3	\$92	\$46	\$105
	n/a	n/a	4	\$97	\$48	\$111
	n/a	n/a	5	\$107	\$53	\$123
	n/a	n/a				
	n/a	n/a				

\* Minimum tuition credit offered by Denver Preschool Program. Assumes no income documentation submitted

SCHOOL YEAR –



## DENVER PRESCHOOL PROGRAM TUITION CREDIT APPLICATION

Child's name \_\_\_\_\_

### TOMORROW **STARTS NOW**

Approved by voters in 2006 and renewed in 2014, the Denver Preschool Program (DPP) makes high quality preschool possible for all Denver 4-year-olds regardless of income or neighborhood. To ensure preschool programs are high quality, DPP invests more than \$2 million annually in nearly 250 individual preschools across the city, providing them the support they need to deliver high quality education.

**To qualify for DPP Tuition Credits you must live in the City and County of Denver and your child must turn 4 on or before October 1 of the school year and be in their last year of preschool before kindergarten at a participating DPP program.** The amount of support a family receives depends on family size and income, the quality of the preschool chosen, and the length of day and number of days per week a child attends preschool. Only children attending one of DPP's contracted preschools can receive DPP Tuition Credits. If your preschool isn't a DPP preschool partner, please encourage them to contact us to learn how to sign up. Once your preschool is a DPP preschool partner and your application is approved, you can begin to receive Tuition Credits. For an estimated Tuition Credit, please visit [dpp.org/calculator](http://dpp.org/calculator).

Upon completion, please submit application and required documents (see below) to DPP by email, fax, or mail:



**By email**  
[application@dpp.org](mailto:application@dpp.org)



**By fax**  
(303) 295-1750



**By mail**  
Denver Preschool Program  
P.O. Box 40037  
Denver, CO 80204-0037

Upon approval, DPP will send a letter informing you and your preschool of the tuition credit for your child. The Tuition Credit will be paid directly to your child's preschool and deducted from your tuition. Let us know if your family circumstances change after you apply.

We are happy to have you join the Denver Preschool Program. If you have any questions about your application or Tuition Credit application process, please call 303.595.4DPP(4377) or visit our website at [dpp.org](http://dpp.org).

### Required Documents

**\*\*Please complete this application in its entirety and provide the following required documentation for this application. Missing documents will delay the processing of your application. Please place an "x" in the boxes next to items you're providing.**

#### **VERIFICATION OF CHILD'S AGE**

A copy of the child's Birth Certificate, baptismal record, or hospital record showing child's birth.  
In order to receive DPP funds the student must be 4-years-old on or before October 1 of the school year.

#### **VERIFICATION OF CURRENT ADDRESS IN THE CITY AND COUNTY OF DENVER**

A copy of current lease, proof of home ownership, or utility bill (with service or premise address listed) such as your bill for gas, electric, water or cable.

#### **VERIFICATION OF ONE MONTH'S INCOME**

Most current check stubs (if paid more than once a month, include all stubs for month), wage statement, tax return or other work documents for each parent/guardian's income. If none of these documents are available, you may provide an income affidavit by contacting **303.595.4DPP(4377)**.

DPP does not discriminate against any person on the basis of race, color, religion, national origin, gender, age (except as to the age of the children qualifying for tuition credits), military status, sexual orientation, gender variance, marital status, or physical or mental disability.

## Section I. Family Information

### Child's Full Legal Name

Last Name \_\_\_\_\_

First Name \_\_\_\_\_

Middle Name \_\_\_\_\_

**Sex**      Male      Female

**Date of Birth**      /      /

**Household Telephone** \_\_\_\_\_

### Child's Home Address

Street Address/Apt: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

### Address Of Person Applying

(If different from child)      Parent      Guardian

Street Address/Apt \_\_\_\_\_

City, State, Zip \_\_\_\_\_

### Parent/Guardian Full Legal Name

**Parent/Guardian #1**      Parent      Guardian

Last Name \_\_\_\_\_

First Name \_\_\_\_\_

Middle Name \_\_\_\_\_

Work Phone: \_\_\_\_\_ Ext. \_\_\_\_\_

Cell \_\_\_\_\_

May DPP send you messages via Text?      Yes      No

Email \_\_\_\_\_

**Parent/Guardian #2**      Parent      Guardian

Last Name \_\_\_\_\_

First Name \_\_\_\_\_

Middle Name \_\_\_\_\_

Work Phone \_\_\_\_\_ Ext. \_\_\_\_\_

Cell \_\_\_\_\_

May DPP send you messages via Text?      Yes      No

Email \_\_\_\_\_

Please place an "x" in the box next to your selections.

### Child's Race/Ethnicity

American Indian/Alaskan Native  
Black (Not of Hispanic Origin)  
Asian or Pacific Islander  
Hispanic  
White (Not of Hispanic Origin)  
Other—please specify:

### Child's Primary Language

English  
Spanish  
Vietnamese  
Arabic  
Russian  
Other—please specify:

### Language Spoken at Home

English  
Spanish  
Vietnamese  
Arabic  
Russian  
Other—please specify:

## Section II. Research Study Participation

**DPP partners with evaluation consultants to conduct an annual in-depth research study of DPP to measure the difference preschool makes for children and their families.**

- Any family that participates in DPP can volunteer to be a part of the research study.
- If you are selected for the research study, your child will be assessed by a trained early childhood professional using a 20-30 minute standardized test at preschool in the fall and spring.
- You can receive your child's assessment results.
- You will also be asked to complete a short survey in the spring.
- Analysis will be of group data, and no one will be identified individually.
- You will be compensated for your participation.

### Are you willing to have someone contact you about the research study?

**Yes**      **No**      Please place an "x" in the box next to your selection.





# Section III. Preschool Information

The DPP preschool you have chosen for your child for the school year

Name of Preschool Program Where Your Child is Enrolled \_\_\_\_\_  
Street Address/Apt \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

**CHOOSE ONE** Please place an "x" in the box next to your selection.

<b>Part-Day</b> (at least 5 hours per week AND at least 2.5 hours per day on the days of attendance)	<b>Full-Day</b> (at least 25 hours per week AND at least 5 hours per day on the days of attendance)	<b>Extended-Day</b> (at least 33 hours per week AND at least 8 hours per day on the days of attendance)
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# Section IV. Income Information

If you do not wish to disclose your income please check here and skip to next page.  
(By doing this you are choosing the minimum level of financial assistance.)

I would like to provide my household gross monthly income and have included verification documents.  
(Information below required.)

## Household Gross Monthly Income

Please fill in the chart below with work and non-work income information **for all parents/guardians in your household** and attach documentation for all income. Accepted documents are listed on the front of this application. Information needs to be in monthly totals.

- Work income includes wages/earnings/tips or income from self employment.
- If self-employed or do not have proof of income, you may complete an income affidavit by contacting 303.595.4DPP(4377).
- Non-work income includes TANF, child support/alimony, trust income, etc.  
(List all non-work income below)

Name of Parent/Guardian Last Name, First Name	Monthly Work Income Most Recent Gross Monthly Income/Salary/Wages/Tips	Monthly Non-Work Income TANF, Child Support, Trust Income, etc.	Monthly Total Income All Work and Non-Work Income
	<b>TOTAL (Before Taxes):</b>	<b>TOTAL:</b>	<b>TOTAL:</b>

Please place an "x" next to the total number of people in household (including yourself and your child)

2      3      4      5      6      7      8      9

## Are you applying for or participating in any of the following programs?

Please place an "x" in the box next to your selections.

Colorado Child Care Assistance Program (CCAP) ☐

Head Start ☐

Colorado Preschool Program (CPP) ☐





## Section V. Tell Us How You Heard About Us

**How did you first hear about DPP? (required)** Please place an "x" in the box next to your selections.

Community fair or festival

DPP brochure

DPP postcard

DPP Preschool Showcase

DPP community presentation

From a friend or family member

From staff at your child's preschool

Online ad

Online search

Print ad

Radio

Sign or billboard

Social Media

TV

Other: \_\_\_\_\_

Did you use DPP resources (Preschool Showcase, DPP's online Find a Preschool tool or Tuition Calculator, DPP call center) in helping to find and choose your child's preschool?

Yes

No

## Section VI. Parent Agreement & Release of Information

**All parents/guardians must read and sign below:**

**I declare that the information reported is true, correct, and complete. I agree to provide, if requested, any necessary documentation to support the information reported.**

I authorize the Denver Preschool Program (DPP) to release any information in the Application to DPP partner agencies including the Colorado Child Care Assistance Program, Denver Department of Human Services, Colorado Preschool Program (CPP), Head Start, and Denver Public Schools for the purpose of record keeping and audits. I release DPP from any and all liability arising from the release, review or copying of such information. DPP may require other information in the event of an audit.

This Agreement is entered into by the DPP and the following-named parent or guardian ("Parent") in accordance with the application filled out by the parent/guardian on \_\_\_\_/\_\_\_\_/\_\_\_\_ (Date). The following are the basic terms of the Agreement:

- Parent agrees to participate and to allow their DPP-approved child to participate in DPP evaluation. The program evaluation will provide information on how the program is working through interviews, observations and small groups. The information will only be shared with DPP consultants unless DPP and the Parent give approval for sharing information with others.
- We will never sell or rent your personal information to third parties for their use without your consent. We may however use your personal information for Denver Preschool Program purposes.
- Parent understands the importance of the child being in attendance in preschool whenever the preschool is in session and agrees to notify the provider if the child is going to be absent and the reason for the absence when appropriate.
- It is the responsibility of the Parent to comply with the rules and regulations of the provider and DPP, including those relating to absences.
- Parent understands that the DPP can terminate the Tuition Credit if the Parent or child fails to comply with these rules and regulations.
- Parent understands that the Tuition Credit is determined in accordance with a DPP-approved formula that takes into account parental/guardian income, family size, and the quality rating of the provider - and is dependent upon the annual funding to DPP by the City and County of Denver.

If Parent has questions about the Tuition Credit or other issues related to this agreement, Parent should contact DPP at **303.595.4DPP(4377)** or visit **dpp.org**.

Parent/Guardian's Printed Name	Preparer's Printed Name (If different than parent or guardian)
Signature of Parent/Guardian (*Required)	Preparer's Signature (If different than parent or guardian)
Date (mm/dd/yyyy)	Date (mm/dd/yyyy)

### To Submit:



Complete  
This Form



Gather All  
Required  
Documents



Email, Fax, or Mail  
Form & Documents  
to DPP

**FUNDING  
QUALITY  
PRESCHOOL  
FOR DENVER**

# Denver Preschool Program Scholarship



## History of the Scholarship Program

The DPP Scholarship Pilot (formerly called Gap Scholarship) was approved in March 2019 to address affordability of preschool and better support Denver's lowest-income families attending DPP community sites. Scholarships are designed for families:

- Living at or below 185 percent of the federal poverty line
- Attending 25 hours per week, or more, at scholarship approved community preschool
- Not receiving other public funding sources (Head Start, CPP, CCCAP, ECARE, or Mill Levy)

The DPP Scholarship Pilot was approved for 3 years, allowing for iterations and updates along the way:

- The DPP Scholarship became available to every community provider.
- Provided full scholarships to cover preschool tuition so that scholarship families did not have to pay anything to attend the preschool of their choice.
- Tested a cost of care model instead of relying solely on published tuition rates to calculate scholarships.
- Increased the enrollment cap and approved an additional allocation of \$1.567 million to the last year of the Scholarship Pilot to support the identified need within the 2021-2022 preschool cohort.
- Allowed access to scholarships for Preschool for 3s and Bonus Preschool Year participants.
- Overall, the DPP Scholarship pilot was a success in that it deeply impacted a small population of Denver families. The Scholarship pilot also allowed DPP to begin the pilot process and use this opportunity to implement policies and practice in new and innovative ways.

For the 2022-2023 program year DPP transitioned the DPP Scholarship from a Pilot to Annual Reauthorization

### Implementation of Universal Preschool

- Beginning in the fall 2023, Colorado's UPK program will offer families across the state up to 15 hours of funded preschool each week for the school year between August 2023 – May 2024.
- As the Local Coordinating Organization (LCO), DPP is awaiting the state policy regarding layering of funding.

The following DPP Scholarship guidelines are approved for the 2023-2024 program year:

- Scholarship Program Capacity – 345 students
- Primary Eligibility
  - Attending a DPP community site
  - Living at or below 270 percent of the federal poverty line to align with approved 2023-2024 tuition credit scale
  - Attending 25 or more hours a week at a DPP participating preschool
  - Not receiving other public funding sources (CCCAP, Head Start, CPP, ECARE, or Mill Levy), with the exception of UPK
- Cover tuition for all approved scholarship recipients based on the 2023-2024 cost of care policy
- Priority given to children in their upcoming year who are currently approved for one of our younger funding models as long as they remain eligible.
- DPP will adopt the 2023-2024 Cost of Care Policy to set the maximum scholarship award to \$1,810 and minimum scholarship award to \$1,520. This range is inclusive of the combined tuition credit and scholarship funding for scholarship recipients.
- DPP would like to pilot a summer scholarship process to serve children who continue preschool in the summer and lose UPK funding if additional funding is available from the 2023-2024 in-year revenue budget. The summer scholarship process will be released at a later date.

**FUNDING  
QUALITY  
PRESCHOOL  
FOR DENVER**



## 2023-2024 DPP Provider Renewal Questions/Information

**Welcome, Denver Preschool Program (DPP) Providers, and thank you for your interest in renewing your DPP participation for the 2023-2024 school year!**

For 16 years, the Denver Preschool Program has been helping ensure every child in Denver enters Kindergarten ready to reach their full potential. We are the 501(c)(3) administrator of the City's dedicated .15 percent sales tax which champions, funds and expands access to high-quality preschool for ALL Denver families, regardless of income or neighborhood. We could not do this work without our providers. We greatly appreciate everything you've done for children and families over the past year, and we look forward to partnering with you again next school year!

If you have questions before you start your renewal process or your preschool program is not currently enrolled in the Denver Preschool Program, please contact Nayely Avila, Program Specialist at [nayely@dpp.org](mailto:nayely@dpp.org) or 720-287-5055 ext. 130.

**Thank you for your dedication and commitment to Denver's children and families.**

In Partnership,

The DPP Team

Thank you for completing the information below for the upcoming 2023-2024 school year:

1. Preschool name: \_\_\_\_\_
2. Your preschool's child care licensing number: \_\_\_\_\_
3. Name of person completing this form: \_\_\_\_\_
4. Your job title: \_\_\_\_\_
5. Your email address: \_\_\_\_\_
6. Your program's primary phone number: \_\_\_\_\_
7. Preschool for 4-year-olds is our primary program. Does your program expect to have at least one DPP-eligible 4-year-old child enrolled during the 2023-2024 school year (children who live in the City and County of Denver in their last year of preschool before kindergarten)
  - ☐ Yes
  - ☐ No
  - ☐ Unsure
8. Approximately, how many DPP-eligible 4-year-old children do you expect to have enrolled at your school during the 2023-2024 school year (children who live in the City and County of Denver and will be 4 years-old by October 1, 2023)? \_\_\_\_\_
9. Preschool for 3s Pilot: This Pilot serves a limited number of families with the highest financial need that have a 3-year-old in the 2023-2024 school year. How many potentially eligible 3-year-olds in DPP's Income Tiers 1 and 2 (at or below 270% of the federal poverty line) who live in the City and County of Denver do you expect to have enrolled during the 2023-2024 school year? \_\_\_\_\_
10. How many 4-year-old enrollment openings do you currently have for the 2023-2024 school year? \_\_\_\_\_
11. How many total 4-year-olds do you expect to enroll for 2023-2024  
\_\_\_\_\_

12. How many 3- year-old enrollment openings do you currently have for the 2023-2024 school year? \_\_\_\_\_
13. How many total 3-year-olds do you expect to enroll in 2023-2024?  
\_\_\_\_\_
14. Is your program open year-round, or does it typically close for a portion of the summer?
- ☐ Year-round
  - ☐ Closes for a portion of the summer
15. Is your child care/preschool license current and in good standing?
- ☐ Yes
  - ☐ No
  - ☐ Unsure
16. Does your program offer religious instruction in your DPP classroom(s)?  
This includes prayers at meal times no matter how brief.
- ☐ Yes (if they select this, it goes to Section 2)
  - ☐ No (if they select this, it skips to Section 3)

Section 2: Religious Instruction Details - As a taxpayer-funded organization, DPP cannot fund any portion of the day with religious instruction. Please provide the amount of time per day of religious instruction below. Additionally, you must submit a daily schedule of activities that marks any times of the day when religious instruction occurs for your DPP classroom(s). Please email it to [nayely@dpp.org](mailto:nayely@dpp.org) or fax it to 303-496-1114.

17. Approximately how many minutes per day of religious instruction occurs in your DPP classroom(s) (input 0 if your program does not have any religious instruction time)? \_\_\_\_\_

Section 3: Classroom Information - For all classroom numbers below, please input the number of physical classrooms expected at your program for the upcoming 2023-2024 school year. Please input 0 if you will not have any classrooms for a particular age.

18. How many physical infant classrooms will you have during the 2023-2024 school year? Please input 0 if you will not have any infant classrooms.  
\_\_\_\_\_

19. How many physical toddler classrooms will you have during the 2023-2024 school year? Please input 0 if you will not have any toddler classrooms.

\_\_\_\_\_

20. How many physical preschool classrooms will you have during the 2023-2024 school year? \_\_\_\_\_

21. Daily operating hours: Please list your preschool's daily operation hours for the 2023-2024 school year (please include any extended hours before/after school time that preschoolers may attend):

\_\_\_\_\_

22. Preschool physical address (please include address number, street name, city and zip code):

\_\_\_\_\_

23. Preschool website (if applicable):

\_\_\_\_\_

24. Please list your preschool's early childhood philosophy (e.g. Montessori, Reggio, Waldorf, etc.):

\_\_\_\_\_

25. Does your school's web profile page description at dpp.org need to be updated, or is the current information listed valid?:

- ☐ Yes, please contact me to update our program's information
- ☐ No, all current information is valid
- ☐ Unsure

26. Please list your director's full name:

\_\_\_\_\_

27. Please list your director's email address:

\_\_\_\_\_

28. Please list the name and email address for any other staff that should receive information related to DPP tuition credit payments or other financial information related to your program:

- ☐ Same as director info above
- ☐ Other (input here if applicable):

\_\_\_\_\_  
\_\_\_\_\_

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29. DPP is expanding the languages our materials are offered in. Please list any languages other than English that are supported during your school's enrollment process (if applicable):

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Recommendations on How DPP Can Best Support Your Preschool - DPP greatly values your feedback to ensure our Quality Improvement (QI) offerings are helpful to programs. As we finalize our 2023-2024 school year QI resources, we will consider any information you provide below. If you run out of room, please email [Chris@dpp.org](mailto:Chris@dpp.org) with any additional QI resource recommendations.

30. What are the best ways that DPP can support your director/assistant director(s) team? What types of coaching/training topics or other resources would be most helpful?

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31. What are the best ways that DPP can support your preschool classroom teaching team(s)? What types of coaching/training topics or other resources would be most helpful?

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32. If applicable, briefly describe how your program currently promotes diversity, equity and inclusion principles:

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33. If applicable, briefly describe any supports that would support your program to integrate diversity, equity and inclusion principles:

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34. Open-ended feedback: Do you have any other questions or comments for the DPP team at this time?

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35. Are you a participating provider for the State's UPK program?

- ☐ Yes
- ☐ No

36. Are you a HeadStart provider?

- ☐ Yes
- ☐ No

37. Are you a Colorado Child Care Assistance Program (CCCAP) Provider?

- ☐ Yes
- ☐ No



**The following pages include the 2023-2024 DPP Provider Agreement for your review, initials and signatures.**



## **2023-2024 Provider Agreement**

[www.dpp.org](http://www.dpp.org)

## **Provider Agreement Introduction**

Dear Denver Preschool Program Provider,

Thank you in advance for renewing your participation with the Denver Preschool Program (DPP). We appreciate your continued efforts to champion our vision to ensure that all Denver's children enter kindergarten ready to reach their full potential.

While we expect providers to read the entire Provider Agreement, we ask you to pay special attention to the key areas of focus below:

- Extended-day tuition credit definition (page 6): A student can only be billed at the extended-day level if they attend school at least 33 hours per week. We continue to find that some sites inaccurately classify students as extended-day when they only attend full-day;
- Please double check your program's sign-in/sign-out records to ensure the days scheduled/days attended listed on your program's monthly DPP Attendance form matches the actual days scheduled/days attended for each DPP Student;
- Policy II.1: Tuition Credits and Attendance: Regarding the need to provide DPP with a published tuition rate schedule annually;
- Policy II.2: Tuition Credits and Attendance: Regarding the need to immediately provide DPP with an updated published tuition rate schedule should it change during the program year, including any potential changes during the summer;
- Policy II.5: Tuition Credits and Attendance: Regarding the need to immediately notify DPP if Provider learns that a DPP-approved Student has changed their address of residence. DPP students must live in the City and County of Denver  
\_\_\_\_\_ **(initial)**
- Policy II.11 and the DPP Scholarship Appendix: Regarding the clarification of DPP students funded by multiple funding streams and acknowledgment that providers cannot receive more funding than what is outlined in these sections
- If a provider has any questions about correctly applying DPP traditional tuition credits, Preschool for 3s tuition credits or DPP Scholarship funds, they will contact DPP's enrollment team at [info@dpp.org](mailto:info@dpp.org) or 303-595-4377  
\_\_\_\_\_ **(initial)**

DPP also asks providers to initial key clauses throughout this agreement to ensure awareness of new or existing policies that we found needed more clarity. Please reach out to DPP if you have any questions about any policy in the agreement.

\_\_\_\_\_ **(initial)**

Thank you for reviewing the entire 2023-2024 Provider Agreement in detail. We look forward to a great year!

In Partnership,  
Chris Miller, Senior Director of Quality Initiatives  
[Chris@dpp.org](mailto:Chris@dpp.org) or 720-287-5055, ext. 140

Nayely Avila, Program Specialist  
[Nayely@dpp.org](mailto:Nayely@dpp.org) or 720-287-5055, ext. 130

## **Background**

DPP helps make preschool possible for all Denver families—regardless of income—through tuition support and access to information. Approved by Denver voters in 2006 and reauthorized in 2014 to extend to 2026, DPP is funded by a .15 percent sales tax. Through the 2021-2022 program year, DPP provided more than \$170 million in tuition support to help nearly 65,000 children attend the preschool of their family’s choice, establishing each child’s foundation for lifelong learning and success.

DPP IS GUIDED BY OUR VISION that every Denver child has equitable access to a strong foundation to thrive in kindergarten and beyond.

WE WORK TOWARDS THIS VISION THROUGH OUR MISSION to transform the futures of young children and their families by strengthening and funding the early childhood experience.

In service of creating a more equitable early childhood landscape and a more just world, we commit to:

- 1 | Grow our knowledge and awareness of inequities and their root cause.
- 2 | Drive access, choice, and quality in early childhood education.
- 3 | Advocate for systems-level policy changes that address harm.
- 4 | Lead in action and words with courage, tenacity, and accountability.

Additionally, DPP is continuing the below pilot program during 2023-2024:

- The Preschool for 3s Pilot Program to support a limited number of children who live in the City and County of Denver who turn 3 years old by October 1, 2023 as we look to further increase access to high-quality preschool.

Provider acknowledges this Pilot Program will not be available to all families, will review more information below related to this Pilot and will contact [info@dpp.org](mailto:info@dpp.org) or 303-595-4377 with any questions. \_\_\_\_\_ **(initial)**

## **Provider Participation and Benefits**

Providers offering part-day, full-day and/or extended-day programs who have at least one DPP-eligible child enrolled qualify to participate. Parents who reside in the City and County of Denver can use their tuition credit at providers located outside the City and County of Denver; however, only providers within the City and County of Denver are eligible for DPP quality rating and improvement grants and professional development resources.

DPP will invest \$3.764 million of its annual budget in quality rating and improvement opportunities for participating providers in the 2023-2024 program year. By participating in DPP, providers gain access to numerous benefits, many of which are aligned with and incentivize further quality improvement. Below is a list of the benefits available to eligible, participating providers:

*All DPP providers (including those located outside of Denver):*

1. Tuition credits for eligible students enrolled in your program;
2. Access to DPP professional development trainings and webinars;
3. Free marketing via the DPP website;
4. Access to a variety of DPP marketing materials.
5. Access to Preschool for 3s Pilot Program (pending funding capacity and eligible students enrolled)
6. Depending on resources available, possible access to DPP Strengthening Grants and the DPP Scholarship

*DPP providers located in Denver*

1. Payment for any potential Classroom Assessment Scoring System® (“CLASS®”) observations required by DPP in all DPP classrooms.
2. Quality improvement grants for a wide range of early childhood education resources and conferences, coaching, and classroom materials.
3. Eligibility to apply for:
  - Professional development scholarship opportunities (potential college scholarships and Child Development Associate Credential™ scholarships);
  - Financial achievement awards and workforce stipends; and
  - Potential additional quality improvement funding opportunities.

## **Resources**

Below is a list of resources and related contact information should you have any questions or concerns at any point during your participation in DPP. You can also visit the DPP website at [www.dpp.org](http://www.dpp.org) for more information.

**For provider questions, please contact:** Chris Miller, DPP Director of Quality Initiatives – 720.287.5055, ext. 140 or [Chris@dpp.org](mailto:Chris@dpp.org)

**For family application/enrollment questions, please contact:** DPP’s Enrollment Team from MetrixIQ - 303.595.4DPP (4377) or [info@dpp.org](mailto:info@dpp.org)

**To request DPP marketing items such as family applications, window decals, posters or brochures, please contact:** Nayely Avila, DPP Program Specialist – 720.287.5055, ext. 130 or [Nayely@dpp.org](mailto:Nayely@dpp.org)

**DPP Provider Handbook:** <https://dpp.org/for-preschools/provider-handbook>

Access the handbook for important documents related to DPP including, but not limited to, the Provider Agreement, family applications, attendance form templates, the DPP tuition credit scale, information on how to access quality improvement resources and DPP evaluation results.

DPP will issue tuition credits on behalf of eligible Denver parents or guardians to pay a portion of their child's (a "student") tuition in the year before he or she is eligible to attend kindergarten. Provision of tuition credits is contingent upon the annual funding from the City and County of Denver to the DPP. The tuition credit amount is determined by the family's household size and income, number of days the child attends a preschool program (see absence policy below), hours per week the child attends preschool (part-day, full-day, extended-day), and the quality rating level of the provider where the child is attending. **The tuition credit amount will be adjusted up or down DURING THE PROGRAM YEAR if any of the following occur:**

- **The provider's Colorado Shines quality rating level changes**
- **A student's participation level changes based on their actual hours of preschool attendance**
- **A student has more than ten absences in a month**
- **A student has a late start or early end date**
- **A student becomes either eligible or ineligible for the DPP Scholarship**
- **A student needs to have their DPP tuition credit lowered so that total funds received by the provider on behalf of the student do not exceed their published tuition rate (see section II.11 for more details).**

**The tuition credit amount will be discontinued DURING THE PROGRAM YEAR if any of the following occur:**

- **The provider becomes inactive in DPP for any reason (e.g. voluntarily withdraws from DPP; expired insurance; etc.)**
- **The student moves out of the City and County of Denver**
- **The student disenrolls from the DPP-participating provider**

### **Definitions**

- ***DPP-eligible child:*** A child that lives in the City and County of Denver and meets at least one of the following:
  - a. **Traditional (4-year-old) tuition credit DPP-eligible child:** A child that lives in the City and County of Denver and is in their final year of preschool before kindergarten. A child must not have received DPP tuition credit funding during any previous school

year unless the previous school year's participation was in the Preschool for 3s Pilot.

- b. Preschool for 3s Pilot Program tuition credit DPP-eligible child: A child that lives in the City and County of Denver, is in their second to last year of preschool before kindergarten and is determined by DPP to qualify for DPP's Preschool for 3s Pilot Program, which will prioritize a limited number of families at or below 270% FPL during the 2023-2024 school year
- Important note: While DPP has funding for all eligible children who are attending DPP-participating providers for DPP's Traditional (4-year-old) tuition credits, funds are limited for the Preschool for 3s Pilot Program and DPP may not be able to fund all eligible families for this Pilot Program.
- 2023-2024 DPP-Scholarship eligible child: A child approved for DPP tuition credits at DPP Income Tiers 1 or 2 at full- or extended-day participation levels, and who do not receive other public preschool funds (i.e. Head Start, Colorado Child Care Assistant Program (CCCAP), Colorado Preschool Program (CPP) or Early Childhood At-Risk Enhancement (ECARE), with the exception of UPK, or a child approved to receive a Scholarship through DPP's pilot scholarship-nomination process, who is attending a DPP Community Provider. Please note DPP Scholarship funds are limited and might not be available to all Scholarship-eligible children.
- Tuition credit(s): The amount of tuition assistance a family receives on their behalf on a monthly basis to help pay the tuition for their DPP-eligible child.
- Participation levels:
  - a. Part-day tuition credit: available to DPP-eligible children attending a DPP provider for at least 5 hours per week of non-religious activities
  - b. Full-day tuition credit: available to DPP-eligible children attending a DPP provider for at least 25 hours per week of non-religious activities
  - c. Extended-day tuition credit: available to DPP-eligible children attending a DPP provider for at least 33 hours per week of non-religious activities
- \_\_\_\_\_ (initial)
- Provider: A licensed child care center, family child care home or preschool that participates in the Denver Preschool Program and is duly licensed under the Colorado Child Care Licensing Act, C.R.S. § 26-6-101 *et. seq.* as amended and the provision of Denver Municipal Code Chapter 11, as amended, or shall be an early childhood education program administered by Denver Public Schools pursuant to the Colorado Preschool Program Act, C.R.S. § 22-28-101 *et seq.*, as amended.
- DPP tuition-eligible classroom: A classroom at a participating DPP provider that has at least one DPP-eligible child enrolled.

- DPP quality improvement-eligible classroom: A classroom at a participating DPP provider located in the City and County of Denver that is licensed as a preschool classroom.
- Introduction to Quality: The period before a site receives its first quality rating.
- Student: A DPP-eligible child who receives tuition credit.
- Agreement: This 2023-2024 Provider Agreement.
- Program year: September 1, 2023 through August 31, 2024
- Community provider: Independently operated DPP-participating program that coordinates student enrollment, preschool tuition rates and family billing separately than the local school district.
- Active provider: DPP-participating program currently eligible to receive tuition credits and other DPP resources
- Inactive provider: A formerly active DPP provider that is not currently eligible to receive tuition credits and other DPP resources
- Categorical Eligibility: Categorical eligibility is a criteria factor that allows anyone who fulfills the set forth criteria to be automatically eligible for all or a portion of a specified service or program. DPP's current categorically eligibility is as follows:
  - a. Child in Foster Care Categorical Eligibility: A child that is placed away from their parent or guardian and are receiving services from the Colorado Department of Human Services and/or Department of Early Childhood pursuant to article 5 of title 26, C.R.S. including kinship family foster care and non-certified kinship care will be classified as DPP Income Tier 1 if approved for DPP tuition credits.
    - i. The categorical eligibility referenced for Foster Care families would only pertain to eligibility for the income tier designation for tuition credits. Other tuition credit determinations, such as participation level and preschool quality rating level, shall continue to be determined in accordance with existing DPP Policies.

In consideration of providing such tuition credits, the provider agrees to the following:

## **I. Program**

1. Provide a preschool program for DPP-eligible children in substantially the same form as advertised to parents and provided to DPP, including but not limited to curriculum, physical location and facilities, staff and hours. Any substantial change needs to be approved in writing by DPP. The Provider must have an eligible child enrolled in their preschool program to qualify as a DPP Provider.

2. Promptly notify DPP of a change in the Provider's director.
3. Promptly notify DPP of any changes to the Provider's contact person regarding DPP family applications, attendance, Tuition Credit payments and/or quality improvement activities.
4. If requested by DPP, Provider's director or representative agrees to participate in an annual meeting to review DPP's policies and procedures, and to provide DPP with feedback on how DPP can better support its preschool program. Please note DPP reserves the right to determine when attendance at an annual meeting will be required.
5. As requested, share information about evaluation and feedback opportunities with staff. (For example, forward survey invitations to educators.) **DPP strongly encourages participation in evaluation activities** during the school year, which may include focus groups, surveys, and/or interviews, to help DPP deliver the best possible support to families and providers.

## **II. Tuition Credits and Attendance**

1. In no event shall the charge for a Student participating in DPP be more for comparable hours than the charge for a child who is not participating in DPP. The Provider's published tuition rate schedule for all DPP-eligible children must be provided to DPP by September 1, 2023.
2. Provider shall notify DPP promptly of any changes to their published tuition rates and must provide DPP with an updated copy of the published tuition rate schedule within 15 days of the change by emailing it to [info@dpp.org](mailto:info@dpp.org) and sending it to [nayely@dpp.org](mailto:nayely@dpp.org).
3. Provider shall notify DPP promptly when a Student has terminated enrollment from the preschool program. In no event will DPP pay future tuition until notified by the Provider that the Student has been reinstated according to its policy. The Provider's policy shall be uniformly applied for all DPP Students.
4. **As required by Colorado's Child Care Facility Licensing Rules, "a sign-in/sign-out sheet or other mechanism for parents and guardians must be maintained daily by the center. It must include, for each child in care, the date, the child's name, the time when the child arrived and left the center, and the parent or guardian's signature or other identifier."** DPP requires the signature or other identifier at both arrival and departure.



- a. If requested, the Provider shall give DPP access to these records for any DPP Student as part of DPP's Quality Assurance Program (QAP), described in "Section VI. Record Keeping/Report of this Agreement." \_\_\_\_\_ **(initial)**
5. Family Applications and Change of Address
  - a. If a family chooses to submit their DPP application to the Provider instead of directly to DPP, Provider agrees to scan and email, fax or mail the application to DPP within two business days of receipt.
  - b. For DPP-eligible Students receiving Head Start funding, Provider agrees to use DPP's streamlined family application and spreadsheet for Head Start families. Provider agrees to ensure all documents used to verify residency, age and income for Head Start also meet DPP's verification requirements as outlined in the Provider Handbook.
  - c. If Provider learns that a DPP-approved Student has changed their address of residence, **Provider agrees to immediately notify DPP** at [info@dpp.org](mailto:info@dpp.org) or 303-595-4377 so DPP can verify continued DPP eligibility and obtain updated address verification documents.  
\_\_\_\_\_ **(initial)**
6. Attendance Submission and Processing
 

Process and submit all required attendance information to ensure accurate Tuition Credit payments by no later than the 20<sup>th</sup> of the month following the month during which the services were provided (e.g. September 2023 attendance is due no later than October 20, 2023). Failure to submit all the required information by the deadline may constitute a forfeiture of payment. DPP encourages Providers to use DPP's attendance template to streamline the Tuition Credit payment process. Providers are encouraged to submit attendance online through the DPP Enroll portal. Required monthly attendance information for each DPP-approved Student is as follows:

  - a. First and last name.
  - b. Student's number of days scheduled to attend ("Days Scheduled"), and number of days actually attended ("Days Attended").
  - c. (if applicable) Date of Student's schedule change during the month (i.e. if a Student increased or decreased his or her hours of DPP participation level between Part-day, Full-day or Extended-day tuition credits during the month, as defined in the Definitions on page 4 of this Agreement, Provider is required to write the date of the schedule change and the new DPP participation level for the Student on the monthly attendance form.
  - d. (if applicable) Student's start date (first date of attendance if the Student enrolled in Provider's program during that month).
  - e. (if applicable) Student's end date (final date of attendance if the Student left Provider's program during that month).

- f. Provider agrees to confirm its total number of current preschool enrollment vacancies, DPP-Eligible Children enrolled, total number of DPP classrooms and total number of all children enrolled in DPP classrooms at regular intervals as requested.
- g. Provider agrees to verify the DPP Part-day, Full-day or Extended-day tuition credit participation levels for all Students after receiving the emailed copy of each Student's DPP approval letter and immediately email [info@dpp.org](mailto:info@dpp.org) or call 303-595-4377, or update the participation level in DPP Enroll, if the approval letter reflects the wrong participation level for the Student. Additionally, Provider agrees to verify the DPP participation level for any DPP Student based on their actual level of attendance if requested throughout the year.
- h. Provider agrees to list the name of the person who completed the DPP monthly attendance information on their attendance submittal.
- i. For any DPP Scholarship Students, Provider agrees to verify whether or not they are receiving any other public funding for enrolled DPP Scholarship Students each month on the attendance form.

#### 7. Tuition Credit Payment and Absence Policy

- a. Full Month Tuition Credit
  - i. When the Days Attended are equal to the Days Scheduled, the full monthly tuition credit amount is paid if the Student was enrolled in the program for the entire month and the Student is approved at the correct Participation Level based on that month's attendance.
  - ii. Grace Period: Until further notice, absences equal to or less than ten days each attendance month are considered within the "Grace Period" and do not decrease the monthly tuition credit amount.
- b. Tuition Credit Adjustments
  - i. A prorated tuition credit amount will occur when absences exceed the Grace Period (are equal or are greater than eleven days each attendance month).
  - ii. Mid-Month Adjustments. DPP will make prorated tuition credit adjustments to reflect the number of Days Attended if the following occurs during the month:
    - 1. When the Days Attended are less than the Days Scheduled because the Student started attending the school after the first school day of the month and/or the DPP approval date is after the first school day of the month, or when the Student leaves the school before the end of the month, the tuition credit payment is prorated.

2. When the Student's DPP participation level in the program changes during the month, the tuition credit amount will adjust corresponding to the date of the change.
  3. When the family's DPP income tier changes due to a change in annual household income or household size, the updated tuition credit amount will be effective on the first day of the following month.
8. The Provider shall not use Tuition Credits, DPP grants, professional development resources or any other DPP-funded resource derived from the DPP sales tax to engage in inherently religious activities, such as worship, religious education or instruction, or proselytization. If the Provider engages in such inherently religious activities, the inherently religious activities must be offered separately, in time and location, from the programs, activities, or services supported by the DPP sales tax, unless offering such inherently religious activities in a separate place would not be practicable due to the physical limitations of the facility in which the DPP activities are held. Any religious activity does not count as billable for tuition credits and must be subtracted when determining a Student's Participation Level (see Definitions on page 5). It is the Provider's responsibility to accurately update each Student's Participation Level by notifying DPP as needed using only non-religious attendance time. Nothing in this Agreement shall be construed to affect the Provider's right to engage in privately funded, inherently religious activity or affect the independence of Providers, including any rights protected by the Colorado and U.S. Constitutions and applicable law. \_\_\_\_\_ **(initial)**
9. The Provider shall not use Tuition Credits, DPP grants, professional development resources or any other DPP-funded resource derived from the DPP sales tax to fund lobbying or for the support of any candidate running for office or other political campaigns. \_\_\_\_\_ **(initial)**
10. If the Provider accepts funds from other sources for any DPP Student, the DPP Tuition Credits should supplement funds from those other sources, including but not limited to the Colorado Child Care Assistance Program ("CCCAP"), Head Start, Colorado Preschool Program ("CPP"), Colorado Universap Preschool (UPK) and other Denver Public Schools funding streams. However, DPP Tuition Credits cannot pay for any parent co-payments (i.e. parent fee) assessed as part of the Colorado Child Care Assistance Program or any other publicly funded assistance programs. In the event the Provider, parent or guardian is disqualified from participating in CCCAP, Head Start, CPP, UPK or other identified funding source because of some inappropriate conduct or misrepresentation, the DPP

Tuition Credits that would otherwise be paid during the period of such disqualification shall be forfeited. \_\_\_\_ **(initial)**

11. Tuition Credit Policy:

DPP Scholarship Students

For Students awarded a DPP Scholarship, the total amount a Provider receives on behalf of a Denver Preschool Program (DPP) Student from DPP, combining DPP Tuition Credits and DPP Scholarship support, shall not exceed DPP's monthly cost of care rate applicable to such child (\$1,520 per month for the 2023-2024 school year) or the Provider's published tuition rate applicable to such child (up to DPP's Monthly Maximum Published Rate (\$1,810 per month for the 2023-2024 school year), whichever is higher.

While DPP Scholarship Students can also qualify for Colorado's Universal Preschool Program (UPK), Providers confirm that DPP Scholarship Students do not receive any non-UPK public funding and that families have \$0 in monthly out-of-pocket tuition expenses.

DPP Students not receiving the DPP Scholarship

For DPP Students who are not receiving the DPP Scholarship, the total funding amount a Provider receives on behalf of a DPP Student from all funding sources each month, including DPP Tuition Credits, tuition paid by families or other private contributions, and/or other public funding sources and parent fees, shall not exceed the monthly cost of care rate applicable to such child (\$1,520 per month for the 2023-2024 school year) or the Provider's published tuition rate applicable to such child, **whichever is higher.**

In the event the total amount would otherwise exceed such rate, the Provider shall promptly notify DPP, and shall advise DPP as to which funding has been reduced to bring the total amount received into compliance with this current requirement.

- Beginning in 2023-2024, if the Provider's published tuition rate exceeds DPP's Monthly Maximum Published Rate of \$1,810, DPP will require the Provider to participate in a cost of care review pilot by submitting additional budget and expense documentation prior to potentially being approved to layer funding for the higher published rate. DPP's goal of potentially approving a higher published rate would be that the provider is working to increase staff wages/benefits, though DPP recognizes higher published rates could

also be caused by increased cost of facilities or other business expenses. Provider acknowledges DPP reserves the right to approve or deny potential layering of funds beyond DPP's Monthly Maximum Published Rate on a case-by-case basis.

The publication of the Monthly Cost of Care and Monthly Maximum Published Rates will coincide with the release of the Provider Agreement. DPP has the right to update the Monthly Cost of Care or Monthly Maximum Published Rates at any time.

#### 2023-2024 DPP's Monthly Cost of Care and Maximum Published Rates

##### \$1,520 – DPP's Monthly Cost of Care Rate

As defined by the Center for American Progress, cost of care specific to Colorado, inclusive of a 6.5% increase from the 2022-2023 cost of care rate.

##### \$1,810 – DPP's Monthly Maximum Published Rate

As defined by the Bell Policy Center Cost of Care Model created by Andrew Brodsky, cost of care specific to Denver and averaging all ages, inclusive of a 6.5% increase from the 2022-2023 maximum published rate. While \$1,810 is the maximum possible monthly amount DPP will pay for DPP Scholarship Students, DPP will conduct a pilot review during 2023-2024 for schools to potentially layer DPP tuition credits with non-DPP funding beyond this amount as described above.

\_\_\_\_\_ **(initial).**

12. Tuition Credits are calculated per child based on the 2023-2024 Tuition Credit Scale available in the DPP Provider Handbook and are subject to change at any point during the program year if any of the following changes: family's income, family's size, Student's hours and/or scheduled days of attendance, Student's becoming eligible or ineligible for the DPP Scholarship, and/or Provider's quality rating level. Accordingly, if any Student's Tuition Credit amount changes during the year due to any of these reasons, Provider acknowledges that the new Tuition Credit amount will be applied to the Student's tuition bill. It is the Provider's responsibility to notify the Students' families of any changes in the Tuition Credits. Tuition Credits will immediately discontinue for any Student that moves outside of the City and County of Denver. Tuition Credits also are subject to change, including being revoked or suspended, if Provider violates any of the terms of this Agreement as set forth herein.

13. The amount and payment of Tuition Credits are contingent upon the annual funding from the City and County of Denver to the Denver Preschool Program and could change during the terms of this Agreement.
14. The payment of Tuition Credits is also contingent on the Provider following the guidelines of this Agreement, including, but not limited to, remaining in good standing with child care licensing, maintaining the minimum insurance requirements as defined in Section V. of this Agreement and participating and achieving appropriate quality levels in DPP's quality rating and improvement system, as outlined in Section IV. of this Agreement. \_\_\_\_\_ **(initial)**

### **III. Quality**

1. During any time the Provider is receiving Tuition Credits on behalf of any Student, the Provider either (i) shall maintain its license under the Colorado Child Care Licensing Act, §§ 26-6-101, et seq., C.R.S., as amended, and Chapter 11 of the Denver Municipal Code, or (ii) shall be an early childhood education program administered by Denver Public Schools pursuant to the Colorado Preschool Program Act, §§ 22-28-101, et seq., C.R.S., as amended. If Provider voluntarily closes/surrenders its license, involuntarily loses its license, enters adverse or negative licensing action, or is issued a probationary license, Provider agrees to immediately notify DPP by emailing [chris@dpp.org](mailto:chris@dpp.org). \_\_\_\_\_ **(initial)**
2. The Provider shall address any observed licensing violations within the period of time set by the Colorado Department of Human Services and/or Department of Early Childhood, Division of Early Care and Learning, Office of Early Childhood. The Denver Preschool Program has an agreement with the Colorado Department of Human Services and/or Department of Early Childhood, Division of Early Care and Learning, Office of Early Childhood to report licensing violations observed by any of the DPP representatives that rise to complaint Level 0-3, according to the State Department of Human Services and/or Department of Early Childhood, Division of Early Care and Learning, Office of Early Childhood Complaint Investigation Guidelines. Those DPP representatives observing such a violation will notify the appropriate staff if such a report needs to be made and, if needed, will work with the Provider on a plan to remedy the problem. The Denver Preschool Program reserves the right to suspend or terminate this Agreement if serious licensing violations are not addressed as required by the Division of Early Care and Learning, Office of Early Childhood Complaint Investigation Guidelines. As of the writing of this Agreement, Colorado's Child Care Facility Licensing Rules could be accessed here: [http://coloradoofficeofearlychildhood.force.com/oec/OEC\\_Providers?p=providers&s=Rules-and-Regulations&lang=en](http://coloradoofficeofearlychildhood.force.com/oec/OEC_Providers?p=providers&s=Rules-and-Regulations&lang=en)

3. The Provider shall participate in a quality rating and improvement system required by DPP, including training and a three-part quality improvement system that includes an introduction to quality, establishment of an objective quality rating for the Provider, and development and implementation of a quality improvement plan for the Provider. The Provider agrees to share its quality ratings and rating reports with DPP, local, state and national organizations involved with the creation of public policy and research aimed at improving early childhood education and care funding and programming. Provider also agrees to allow the appropriate quality rating organization to share their quality rating reports with DPP so DPP can support the Provider's quality improvement and process DPP Tuition Credits. The Provider further agrees to allow DPP to publish the Provider's most current quality rating reports on its website and acknowledges that DPP may notify the Students' parent or guardian directly of any change in the quality rating. Notwithstanding the foregoing, Provider shall promptly notify Students' parent or guardian of any change in the quality rating.
4. Providers located outside of the City and County of Denver acknowledge that DPP cannot provide any funding for them to participate in DPP's quality rating and improvement system and that they will be responsible for either obtaining outside funding or self-funding needed quality ratings. If contacted by the Provider, DPP staff members agree to support non-Denver providers in researching ideas for other potential sources of funding to participate in the quality rating and improvement system.
5. The Provider agrees to participate in a consultation after receiving its Colorado Shines Assessment or CLASS® observation.
6. Distribution of quality improvement funding is dependent upon the annual funding from the City and County of Denver to DPP and could change during the terms of this Agreement.
7. Notify DPP promptly when the Provider no longer has a DPP-Eligible Child enrolled in the preschool program. If after 180 days the Provider does not have a DPP-Eligible Child enrolled in the preschool program, the Provider will no longer be an active DPP Provider.

#### **IV. Eligibility**

DPP is committed to supporting DPP Providers in achieving and sustaining high levels of quality. In order for DPP Providers to maintain active status in DPP and to remain eligible for DPP funding, they agree to engage in continuous quality improvement as measured by CLASS® observations and the Colorado Shines

Rating on a timeline determined by DPP. The quality improvement requirements for each Provider between ratings will be specific to the Provider based on their previous rating reports. The Eligibility Site Operational Procedures that explain the process of how DPP will collaboratively work with the Provider to support their quality improvement will be posted in the online DPP Provider Handbook available at <https://dpp.org/for-preschools/provider-handbook>. DPP Providers not yet meeting the below requirements agree to meet with DPP staff and/or DPP's quality improvement team members as requested to collaborate on its quality improvement plan.

1. CLASS® and Colorado Shines Rating Level Score Requirements
  - a. Providers that have received a CLASS® observation score in any DPP classroom below 5.5 in the Emotional Support (“ES”) domain, below 5.0 in the Classroom Organization (“CO”) domain and/or below 2.0 in the Instructional Support (“IS”) domain agree to work toward achieving at least these minimum scores by their next observation. Quality Improvement Plan (“QIP”) goals and timelines to achieve these scores will be completed in collaboration between DPP and the Provider.
  - b. Providers that are currently Colorado Shines Level One (1) agree to achieve Colorado Shines Level Two (2) within six months of becoming Level One (1). DPP will not fund Level One (1) providers after six months except when extenuating circumstances prevented Level Two (2) completion (e.g. high staff turnover).
  - c. Providers that are currently Colorado Shines Level Two (2) and have never before received a Colorado Shines Level 3-5 Assessment agree to receive their first Colorado Shines Level 3-5 Assessment within six months of achieving Level Two (2).
  - d. Providers that are currently Colorado Shines Level Two (2) based on results of their first Colorado Shines Level 3-5 Assessment agree to work toward achieving at least Level Three (3) by their next rating. QIP goals and timelines to earn Level Three (3) will be completed in collaboration between DPP and the Provider. Providers are expected to achieve at least Level Three (3) by their second Colorado Shines Level 3-5 Assessment to guarantee continued eligibility in DPP.
  - e. Providers with Colorado Shines Rating Level Three (3), Level Four (4) or Level Five (5) are expected to maintain a minimum of a Level Three (3) rating. If the Provider falls below a Level Three (3) rating, the Provider becomes subject to the same guidelines outlined above for Level One (1) and Level Two (2) Providers.
  - f. If a Provider fails to meet the growth criteria outlined in A - E above and does not show a commitment to quality improvement, that Provider may, at DPP's discretion, lose its active status in the Denver Preschool Program and may no longer be eligible for DPP funding.



- g. If a Provider loses its active DPP status and wishes to regain it, the Provider must obtain its own Colorado Shines Rating, Colorado Shines Alternative Pathway and/or CLASS® observations and must attain the same benchmark toward which they were previously accountable. If and when this benchmark is achieved, the Provider can return to active status and once again become eligible for DPP funding.

## 2. Rating Timeline Requirements

- a. CLASS® Observation
  - i. All new DPP Providers will receive a DPP CLASS® observation in all DPP classrooms within one year of joining DPP.
  - ii. Subsequent CLASS® observations will occur at minimum once every two years per DPP classroom.
- b. Providers pursuing a Colorado Shines Alternative Pathway Accreditation
  - i. DPP Providers choosing a DPP-recognized Colorado Shines Alternative Pathway Accreditation instead of the Colorado Shines Level 3-5 Assessment will be given up to six months past their current Colorado Shines rating expiration date to receive the new accreditation while maintaining their current rating level for Tuition Credit reimbursement purposes.
  - ii. If accreditation has not been earned during this six-month window, DPP Tuition Credit amounts will be adjusted to reflect the program's current Colorado Shines rating level. Provider must also earn the accreditation within the next three months or receive the Colorado Shines Level 3-5 Assessment.
- c. Providers choosing the Colorado Shines Level 3-5 Assessment
  - i. Postponing Rating Due to Pending Location Change
    - 1. DPP Providers that will be moving locations will be given a six-month grace period beyond their current rating expiration date when they can keep their current rating level.
    - 2. If the Colorado Department of Human Services and/or Department of Early Childhood does not approve their prior rating to transfer to the new location, Provider must receive the Colorado Shines Level 3-5 Assessment within three months of starting operations at the new address.
- d. Extenuating Circumstances
  - i. DPP reserves the right to make exceptions to the above stated policies related to rating/accreditation timelines in extenuating circumstances (e.g. accrediting body causes delay

in onsite assessment; lack of availability on the Colorado Shines Level 3-5 Assessment schedule, etc.)

## V. Insurance

1. Subject to any variations which DPP may approve at its discretion, **Providers must obtain and maintain insurance policies with a responsible carrier.** At a minimum, a provider must carry (i) comprehensive general liability insurance with limits of \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate, \$100,000 sexual misconduct combined single limit per occurrence/\$100,000 aggregate, or any greater amounts as your lessor may require; (ii) the general liability policy shall name DPP and the City and County of Denver as additional insureds; (iii) automobile insurance in the amount of \$1,000,000 for all hired, non-owned and/or owned vehicles; (iv) workers compensation 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 injury caused by disease claims; (v) for all general liability, the policies must not contain an exclusion for sexual abuse, molestation, discrimination or similar offenses. (Please send insurance certificates to 305 Park Avenue West, Suite B, Denver, CO 80205 or by fax to 303-496-1114)
  - a. If you do not provide transportation as part of your preschool program, you may receive assistance with a vehicle insurance waiver by contacting the Director of Quality Initiatives at 720.287.5055 ext. 140.
  - b. The items above are minimums and the Provider may elect to carry broader or higher limits.
  - c. DPP reserves the right to make accommodations at its sole discretion.
2. Include in all insurance policies endorsements providing that the policy shall not be canceled prior to ten (10) days' notice to DPP for non-payment, and thirty (30) days' notice to DPP for all other cancellations or changes in the terms or conditions of coverage.
3. INDEMNIFY AND HOLD DPP AND THE CITY AND COUNTY OF DENVER HARMLESS FROM AND AGAINST ALL CLAIMS ARISING FROM PRESCHOOL PROGRAM PROVIDER'S ACTIONS IN PROVIDING SERVICES TO STUDENTS FOR WHOM TUITION CREDITS ARE PROVIDED PURSUANT TO THIS AGREEMENT.
  - a. In the event the Provider is deemed a governmental entity or is a non-profit corporation, DPP understands and agrees that liability for claims for injuries to persons or property arising out of the acts or omissions of such Provider is controlled and limited by a) the

Colorado Constitution, the Colorado Governmental Immunity Act (CRS 24-10-101 et seq.), and the Risk Management Act (CRS 24-30-1501 et seq.), or b) the Colorado Revised Nonprofit Corporation Act, (CRS. 7-121-101 et seq.), as the case may be. Any provision (indemnification, hold harmless, insurance or otherwise) of this Agreement, whether or not incorporated herein by reference, shall be modified so as to limit any liability of the State, its departments, institutions, agencies, boards, officials and employees to the above-cited laws.

- b. Nothing in this Agreement is intended by either party to waive any rights under such laws.
4. In the event the Provider fails to maintain the insurance requirements described in this Agreement, or fails to comply with any of the other terms and conditions set forth in this Agreement, DPP shall have the option, in its sole discretion to terminate this Agreement and/or not pay Tuition Credits for any DPP Student during the time period when the Provider was out of compliance. \_\_\_\_\_ **(initial)**
5. In the event Provider chooses to obtain any required insurance policy through a different company, Provider agrees to immediately notify DPP so that adequate coverage can be verified.

## **VI. Record Keeping/Reporting**

1. Subject to the Provider's being satisfied that proper releases have been obtained by DPP as required by law, including the Family Educational Rights and Privacy Act (FERPA):
  - a. **Maintain for three years, daily attendance records, payment records and any other records reasonably designated by DPP for each Student, and provide DPP access to all such records.** \_\_\_\_\_ **(initial)**

## **VII. Quality Assurance Program**

1. If selected by DPP or its quality assurance contractor, the Provider agrees to participate in DPP's required Quality Assurance Program (QAP). Because DPP is funded by a portion of the City and County of Denver's sales tax, DPP will conduct a QAP with randomly selected Providers throughout the year to ensure DPP and DPP's Contractors and Providers are adhering to DPP's policies and procedures. If selected to participate in the QAP, the Provider agrees to submit the following documents pertaining to the month identified within four weeks of receiving the QAP notification letter: \_\_\_\_\_ **(initial)**

- i. DPP classroom daily schedule**
- ii. DPP attendance sheets**
- iii. Copy of families' tuition bill(s) for the month**
- iv. Current address on record for specified DPP-approved children**
- v. Copy of daily sign-in sheet(s) for the month**
- vi. Copy of DPP approval letter for specified DPP-approved children**
- vii. Separate table for sources of income for this Student's tuition, including, but not limited to, CCAP, CPP/ECARE/Mill Levy, Head Start, UPK, etc.**
- viii. If applicable, supporting documentation for other public funding received by Student (CCAP, CPP/ECARE/Mill Levy, Head Start, UPK, etc.)**
- ix. Any other documents requested reasonably related to the QAP process \_\_\_\_\_ (initial)**

- a. The Provider acknowledges that failure to provide the required QAP documents described above by the corresponding deadline could result in DPP penalties which could include terminating this Agreement with the Provider.
- b. The Provider acknowledges that the QAP process may result in a Quality Improvement Plan (QIP), the possibility of retroactive repayments to the Denver Preschool Program if the QAP discovers inaccurate business practices, etc. \_\_\_\_\_ **(initial)**
- c. In the event the QAP report recommends a QIP, Provider agrees to cooperate in creating and implementing the plan.
- d. Provide DPP or designated contractors, as requested, information and data regarding your preschool program and the Student(s) to assist DPP in evaluating the Provider and the progress of the Student(s) enrolled in the Provider.
- e. Permit DPP to share with parties, reasonably designated by DPP, information about the Provider and its Students, including technology and methodology, evaluation, rating and quality improvement. Permit any DPP quality improvement contractor and the Colorado Shines rating vendor to provide information obtained through the rating process to parties reasonably designated by DPP as needing this information for purposes of tuition credit reimbursement, quality reimbursement, quality improvement, and evaluation. Permit DPP to post the Provider's Colorado Shines Rating Report, CLASS® Observation Reports, or Environmental Rating Scale (ERS) results and Provider demographic information on the DPP website.
- f. Provide DPP with access during reasonable business hours to the records of the Provider and the children enrolled in DPP at the

g. The Provider acknowledges the requirement to meet or otherwise confer with DPP staff after conclusion of the QAP process to review the results and discuss any needed next steps. \_\_\_\_\_ **(initial)**

- ## VIII. Branding and Marketing

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- c. If Provider has a website, Provider agrees to post a link to DPP's website on an appropriate page that discusses tuition or quality improvement.
- d. Additional, suggested areas for DPP promotion:
  - i. Promote DPP to all families with DPP-eligible children through any family information meetings conducted by Provider. DPP is happy to attend and speak directly with families at these meetings depending on staff availability.
  - ii. Display the DPP banner on the building exterior and post the DPP decal in all DPP classrooms.
  - iii. Distribute other DPP resources to the families of DPP-eligible children.
  - iv. Provider is encouraged to include DPP's logo on any billing information being sent to DPP-approved families.
  - v. Subscribe to DPP's monthly provider e-newsletter.

## IX. Legal

1. Unless otherwise disclosed to DPP in writing, no member of the Board of Directors or staff of DPP shall have any personal, financial or beneficial interest whatsoever in the Provider or its preschool program.
2. Provider shall not knowingly employ or contract with a person unlawfully present in the United States in accordance with State and Federal law.
3. Provider shall not discriminate against any person on the basis of race, color, religion, national origin, gender, age (except as to the age of children qualifying for Tuition Credits), military status, sexual orientation, gender variance, marital status, or physical or mental disability (except as such disability may materially and adversely impact proper administration of the preschool program).\_\_\_\_\_ **(initial)**
4. Provider shall not assign any right or obligation under this Agreement without the prior written approval of DPP, which approval shall be at DPP's sole discretion.
5. Enforcement of the obligations of Provider and all rights of action relating to such enforcement shall be strictly reserved to the City and County of Denver and DPP. The rights of Provider to any benefit under this Agreement shall be strictly reserved to the Provider. Nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person. It is the express intention of DPP and the Provider that any person other than DPP or the Provider receiving services or benefits

under this Agreement shall be deemed to be an incidental beneficiary only of this Agreement.

6. This Provider Agreement will be effective from September 1, 2023, through August 31, 2024. DPP reserves the right to amend this Provider Agreement at any time upon written notice to Providers that would be sent via an email sent to the Provider's director, included in the Provider newsletter and posted on the Provider page of DPP's website.
7. Either party may revoke, or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of their intention to take such action. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective ten (10) days after the date of mailing.
8. This Agreement shall be binding upon, and inure to the benefit of, the parties, and to the extent permitted, their successors and assigns.
9. Jurisdiction and venue for any action arising hereunder shall be in the City and County of Denver, Colorado. \_\_\_\_\_ **(initial)**
10. Signatures throughout the 2023-2024 DPP Provider Agreement:
  - a. The parties agree that electronic and/or handwritten initials and signatures are both valid throughout this Agreement.
  - b. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

## Appendix A – EXAMPLE Students Receiving Multiple Funding Sources who are not receiving the DPP Scholarship

123 Preschool			
<i>Please provide all sources and amounts of revenue applied to tuition for each Student listed for the month identified above.</i>			
Student Name	Student A	Student B	Student C
Published Tuition	\$ 1,810	\$ 1,400	\$ 1,300
DPP 2023-2024 Cost of Care/ Maximum Published Rate Policy	\$1,810	\$1,520	\$1,520
DPP Tuition Subsidy	\$ 871.00	\$ 713.00	\$ 779.00
DPP Scholarship Payment****			
Family Out-of-Pocket Payment*			
CCCAP Parent Fee**	\$ 80	\$ 100.00	\$ -
Colorado Child Care Assistance Program (CCCAP)	\$ 245	\$ 324.00	\$ -
DPS (CPP, Mill Levy, E-Care)	\$ -	\$ -	\$ -
Head Start	\$ -	\$ -	\$ -
Colorado UPK	\$610.21	\$ -	\$610.21
Scholarships and Other Sources ***	\$ -	\$ -	\$ -
<b>TOTAL PUBLIC FUNDING:</b>	<b>\$ 1,806.21</b>	<b>\$ 1,747.21</b>	<b>\$1,389.21</b>
<b>Family Payment</b>	\$ 3.79	-227.21	\$ -
* Exclude CCCAP Parent Fee (see below) ** CCCAP Parent Fee for this child only *** Describe other sources in comments column			
Article II, section 11 of the your provider agreement states: The total funding amount a Provider receives on behalf of a DPP Student from all funding sources each month, including DPP Tuition Credits, tuition paid by families or other private contributions, and/or other public funding sources and parent fees, shall not exceed the monthly cost of care rate applicable to such child (\$1,520 for the 2023-2024 school year) OR the Provider's published tuition rate applicable to such child, <b>whichever is higher up to the maximum published rate of \$1,810.</b> In the event the total amount would otherwise exceed such published rate, the Provider shall promptly notify DPP, and shall advise DPP as to what funding has been reduced to bring the total funding into compliance with this current requirement.			
****DPP Scholarship Students Only: refer to the DPP Scholarship guidelines in Appendix C.			

**Student A Example:** The total amount collected from the provider for Student A of \$1,806.21 is \$3.79 less than the provider's published tuition rate of \$1,810. This is also the maximum published rate allowable in DPP's cost of care policy, DPP will require the Provider to participate in a cost of care review pilot by submitting additional budget and expense documentation prior to potentially being approved to layer funding for the higher published rate. Provider is adhering to DPP policy for Student A.



**Student B Example:** The total amount collected from the provider for Student B of \$1,747.21 is greater than the provider's published tuition rate of \$1,400. With DPP's Cost of Care Policy we will allow layering of funding up to \$1,520. **Provider is not adhering to DPP policy for Student B and must reduce the total amount collected for Student B by \$227.21 so that they do not collect more than the published cost of care of \$1,520. \_\_\_\_\_ (initial)**

**Student C Example:** While the Provider has a published tuition rate of \$1,300 for Student C, since this is below DPP's 2023-2024 Cost of Care amount of \$1,520, the Provider can collect up to \$1,520 when combining all funding sources for the Student. The total amount collected from the provider for Student C is greater than the provider tuition rate but less than the DPP's Cost of Care amount. **Provider is adhering to DPP policy for Student C. \_\_\_\_\_ (initial)**

## **Appendix B: DPP's Preschool for 3s Pilot Program**

**Appendix B outlines a pilot DPP initiative for 2023-2024 that might not be available to all Providers. Please note, DPP only has enough funding to offer Preschool for 3s tuition credits to a limited number of eligible 3-year-olds during 2023-2024. DPP will be prioritizing low-income families to receive Preschool for 3s Pilot Program funding. \_\_\_\_\_ (initial)**

### **Preschool for 3s Pilot Program Overview**

- The Denver Preschool Program created the Preschool for 3s Pilot Program to equitably expand access to quality preschool, which means we're focusing on reaching families with the lowest incomes through this program (unlike our traditional 4-year-old funding which is for ALL Denver families). This pilot will allow DPP to:
  - Support a greater number of families through and after the pandemic
  - Increase awareness and acceptance of financial resources available to Denver families interested in early childhood education for whom cost may be an enrollment barrier
  - Create more opportunities for preschool-aged children to better prepare for kindergarten
  - Support a greater number of families with 3-year-olds experiencing challenges accessing or maintaining child care
  - Create access to a continuum of care for preschool-aged children
  - Support programmatic shifts and expansions in preparation for Colorado's adoption of Universal Pre-Kindergarten (UPK) in 2023
  - Provide access to children who may not otherwise attend preschool at 3-years-old to help us better achieve our vision that every child in Denver enters kindergarten ready to reach their full potential

### **Limited Funding Available:**

- Unlike our traditional funding for 4-year-olds, which provides tuition credits to all families regardless of income, the Preschool for 3s program prioritizes families with the lowest incomes (DPP Income Tiers 1 and 2) and is only available to families attending a DPP-participating community-site school

### **Preschool for 3s Family Application Process:**

- The application for 3-year-olds is the same application as for 4-year-olds. To apply, families can:
  - Visit [dpp.org/preschoolfor3s](https://dpp.org/preschoolfor3s) to determine eligibility and fill out an application
  - Call 303-595-4377 to determine eligibility and fill out an application

- Email [info@dpp.org](mailto:info@dpp.org) to determine eligibility and fill out an application

#### Preschool for 3s tuition credit details

- All guidelines described in Section II. Tuition Credits and Attendance above apply for Preschool for 3s tuition credits.
- As with our 4-year-old program, tuition credits will begin as of September 1, 2023, or at whatever point after September 1 that a family's application is approved.
- DPP's goal is to inform families who apply for the Preschool for 3s Pilot as soon as possible as to their eligibility.
- Providers will be notified for any Preschool for 3s Pilot family's approval through an emailed approval letter.
- An attendance form with your approved 3-year-olds, along with your approved 4-year-olds, will be sent to your school each month to submit to our enrollment team.

**I acknowledge that DPP will solely determine who is eligible to receive Preschool for 3s Pilot Program tuition credit funding and that it will not be available to all 3-year-olds.**

DPP Provider Name (organization) \_\_\_\_\_

Your Name (individual) \_\_\_\_\_

Your Position (title) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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## Appendix C: DPP Scholarship Agreement

The DPP Scholarship offers up to 100% of preschool tuition costs for a limited number of eligible families.

DPP-Scholarship eligible child: A child approved for DPP tuition credits at DPP Income Tiers 1 and 2, with the potential to fund other income levels through a unique eligibility nomination process, at full- or extended-day participation levels, and who do not receive other public preschool funds (i.e. Head Start, Colorado Child Care Assistant Program (CCCAP), Colorado Preschool Program (CPP) or Early Childhood At-Risk Enhancement (ECARE)), with the exception of Colorado's UPK, who is attending a DPP Community Provider. Please note DPP Scholarship Pilot funds are limited and might not be available to all Scholarship-eligible children. \_\_\_\_\_  
**(initial)**

### ***As a Denver Preschool Program DPP Scholarship Provider, I agree to:***

1. Remain in good standing as a DPP Community Provider for the 2023-2024 program year.
2. Make scholarship enrollment available to DPP Income Tier 1 or 2, full- or extended-day students who do not receive other public preschool funds (with the exception of Colorado's UPK, as DPP Scholarship recipients can also receive Colorado's UPK funding if they qualify). Additional eligibility criteria may be available through a unique eligibility nomination process.
3. Provide sufficient staff time and/or strong administrative systems to support monthly reporting to DPP including but not limited to student attendance and confirmation of whether Pilot participants receive other public preschool funds.
4. Provide regular communications with Scholarship participant families including additional information from the DPP Scholarship Pilot as needed.
5. Participate in the DPP Scholarship Evaluation.
6. Respond to all DPP and DPP Scholarship communications in a timely manner, within 5- 7 business days
7. For any DPP Scholarship Students, Provider agrees to verify whether or not they are receiving any other public funding for all Students each month on the monthly attendance form.
8. Acknowledge and agree that:
  - (a) participants in the DPP Scholarship must meet all requirements to receive Tuition Credit;
  - (b) Total amount a Provider receives on behalf of a Denver Preschool Program (DPP) Student from DPP, combining DPP Tuition Credits and DPP Scholarship support, shall not exceed DPP's monthly cost of care rate applicable to such child (\$1,520 per month for the 2023-2024 school year) or the Provider's published tuition rate applicable to such child (up to DPP's Monthly Maximum Published Rate (\$1,810 per month for the 2023-2024 school year)), whichever is higher.

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- While DPP Scholarship Students can also qualify for Colorado’s Universal Preschool Program (UPK), Providers confirm that DPP Scholarship Students do not receive any non-UPK public funding and that families have \$0 in monthly out-of-pocket tuition expenses. \_\_\_\_\_ **(Initials)**
- (c) participant monthly tuition bill must be considered paid in full so there is no out-of-pocket tuition responsibility for Scholarship families \_\_\_\_\_ **(Initials)**
- (d) published tuition rates and cost of care are subject to approval, and
- (e) if a published tuition rate is being used for Scholarship calculations, providers must give the same tuition documentation to the DPP Scholarship Coordinator that accompanies the DPP Provider Agreement.

## **2023-2024 DPP’s Monthly Cost of Care and Maximum Published Rates**

### **\$1,520 – DPP’s Monthly Cost of Care Rate**

As defined by the Center for American Progress, cost of care specific to Colorado, inclusive of a 6.5% increase from the 2022-2023 cost of care rate.

### **\$1,810 – DPP’s Monthly Maximum Published Rate**

As defined by the Bell Policy Center Cost of Care Model created by Andrew Brodsky, cost of care specific to Denver and averaging all ages, inclusive of a 6.5% increase from the 2022-2023 maximum published rate. While \$1,810 is the maximum possible monthly amount DPP will pay for DPP Scholarship Students, DPP will conduct a pilot review during 2023-2024 for schools to potentially layer DPP tuition credits with non-DPP funding beyond this amount as described above.

I have read the Denver Preschool Program DPP Scholarship Provider agreements presented above and fully understand all listed requirements. I agree to abide by the requirements and understand that failure to comply will lead to action, which could include suspension of my eligibility to participate in the DPP Scholarship. I will promptly notify DPP if I am no longer able to maintain this commitment.

DPP Provider Name (organization) \_\_\_\_\_

Your Name (individual) \_\_\_\_\_

Your Position (title) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**If you have any questions about the DPP Scholarship please email**  
[\*\*dppscholarship@metrixiq.com\*\*](mailto:dppscholarship@metrixiq.com)

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## 2023-2024 Provider Agreement Acknowledgements

**Provider Name (organization):** \_\_\_\_\_

You confirm you expect to have at least one DPP-eligible child enrolled in your program during the 2023-2024 school year. \_\_\_\_\_ **(initial)**

You confirm you will have at least one physical preschool classroom that will serve at least one DPP-eligible child during the 2023-2024 school year. \_\_\_\_\_ **(initial)**

By signing below, you are acknowledging that you have read and understand, and are agreeing to continue your participation in the Denver Preschool Program in accordance with terms and conditions of this 2023-2024 Provider Agreement.

**Provider Name (organization):** \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Denver Preschool Program, Inc. (DPP staff completes the four lines below)**

Printed Name of DPP Signatory: \_\_\_\_\_

DPP Staff Title: \_\_\_\_\_

DPP Staff Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## **DPP Insurance Request Form (Required for all providers)**

To Whom It May Concern:

As a participant of the Denver Preschool Program, I request that a Certificate of Insurance be issued to the Holder shown below:

Denver Preschool Program / City and County of Denver  
305 Park Avenue West  
Denver, CO 80205

The Certificate of Insurance should confirm the following insurance coverage:

- Comprehensive General Liability with limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate; and not contain and exclusion for sexual abuse, molestation, discrimination or similar offenses. sexual misconduct coverage of at least \$100,000 per occurrence/\$100,000 aggregate;
  - ***Name the Denver Preschool Program and the City and County of Denver should be included as an Additional Insured.***
- Auto Liability with a limit of \$1,000,000 per occurrence for all owned, hired or non-owned vehicles used in the transportation of children (unless a waiver has been approved by the Denver Preschool Program or its representative); and
- Workers Compensation 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 injury caused by disease claims

Please include in all insurance policies an endorsement that the policy shall not be cancelled without ten (10) days prior notice to DPP for non-payment, and thirty (30) days prior notice to DPP for cancellation or non-renewal for any other reason.

**The Certificate of Insurance should be sent to:**

**Attn: Denver Preschool Program Coordinator, Denver's Early Childhood Council, 3532 Franklin Street, Suite H, Denver, CO 80205; Fax: 1-866-802-0563, [dpp@denverearlychildhood.org](mailto:dpp@denverearlychildhood.org)**

**Provider Name (organization):** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** CO **Zip:** \_\_\_\_\_

**Printed Name of Signatory:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**This form will allow DPP to request a new certificate of insurance from your agent upon renewal of your insurance policies.**

## Vehicle Insurance Waiver



DPP providers who do not transport children and therefore do not carry vehicle insurance as outlined below and in the provider agreement:

***(iii) Automobile insurance in the amount of \$1,000,000 for all hired, non-owned and/or owned vehicles;***

may elect to complete this waiver in lieu of providing proof of vehicle insurance. By signing this waiver, you proclaim that your program does not transport children at any time during your Denver Preschool Program.

In the event you change your policy, you must immediately notify the DPP and provide proof of insurance, as outlined above and in the Provider Agreement.

In any case, subject to the limitations set out in section V.3, paragraph 2, of the Provider Agreement, if a claim arises, Provider will hold the City and County of Denver and the Denver Preschool Program harmless from Preschool Provider's actions.

**Please select one option below AND complete the info below:**

- ☐ **My program does transport children** during our Denver Preschool Program.
- ☐ **My program does not transport children** at any time during our Denver Preschool Program.

**Provider Name (organization):** \_\_\_\_\_

**Printed Name of Signatory:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

This waiver is effective for the current contract year ending August 31, 2024.

**Return to:** Attn: Nayely Avila, Denver Preschool Program, 305 Park Ave West, Suite B, Denver, CO 80205; Fax: 303-496-1114, email: [nayely@dpp.org](mailto:nayely@dpp.org)

***For DPP use only:*** \_\_\_\_\_

**Chris Miller, Director of Quality Initiatives  
Denver Preschool Program**

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# 2023-2024 DPP Grants and Quality Improvement Resources Agreement

This acknowledgment is made by

**Provider Name (organization) :** \_\_\_\_\_

for DPP grants and Quality Improvement resources funded by the Denver Preschool Program to support preschool classrooms. Please note DPP QI Grants and DPP-funded coaching are only available to DPP providers located in the City and County of Denver. Providers both inside and outside of the City and County of Denver could possibly have access to DPP Strengthening Grants depending on resources available

This Agreement shall be in effect September 1, 2023, through August 31, 2024, and is contingent upon available funding. Through this Agreement, the Provider listed above could have access to DPP quality improvement (QI) grant funding, strengthening grants, coaching and additional QI resources to support DPP classroom(s). DPP determines the amount(s) of any grants, amount(s) of funded coaching hours and the amount(s) and date(s) of payment for all DPP grants. As a reminder, Providers located outside of the City and County of Denver will not have access to QI Grants and coaching, but could possibly have access to DPP Strengthening Grants.

## Provider agrees to:

1. Acknowledge that the Denver Preschool Program reserves the right to terminate DPP grant and QI resources funding following performance review and/or evaluation if, in the sole discretion of the Denver Preschool Program, the Provider cannot meet their obligations as outlined in the 2023-2024 DPP Provider Agreement.
2. Acknowledge that the Denver Preschool Program reserves the right to adjust the amount of grant funding, types of allowable expenses and coaching hours available to the Provider at any time due to budget or programmatic considerations, or if it is found the Provider had a different number of physical DPP classrooms or different quality rating level as of September 1, 2023, than the values used to calculate the funding amount.
3. Providers must have at least one DPP-approved Student for the 2023-2024 program year to be eligible for DPP grant funding.
4. All DPP grant funds will be used for the following types of allowable expenses:
  - a. Preschool classroom materials, program technology needs, staff professional development or early childhood college coursework, curricula, child assessment tools, preschool staff wages or bonuses, preschool classroom supplies.
5. DPP grant funds **cannot** be used for the following types of expenses:
  - a. Any infant or toddler classroom/staff expenses (e.g. classroom supplies, infant or toddler staff wages or bonuses, infant or toddler staff professional development or early childhood college coursework, etc.).
  - b. Any permanent capital/building expenses.
  - c. Any religious resources,
  - d. Any lobbying or other support of any candidate running for office or other political campaigns.
6. Provider will be required to provide a brief report to inform DPP how they utilized any DPP grant funds. \_\_\_\_\_ **(Initial)**
7. Should a Provider choose to end participation in DPP, close, or if the Provider's business is sold during the current program year, the Provider acknowledges it may be required to reimburse DPP for the full grant amount(s).

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8. Cooperate with Quality Improvement Coaches and/or QI representatives associated with the Denver Preschool Program quality improvement system. This includes meeting regularly with the assigned Coach (if eligible for coaching) and attending all scheduled trainings and meetings.
9. Cooperate with the DPP CLASS® Rating Team, and allow the center or family child care home to receive a CLASS® Observation, as scheduled during the course of this acknowledgment.
10. Implement QI activities recommended in the designated Quality Improvement Plan, the NAEYC/NAFCC standards (when applicable), or by the assigned Coach and/or the Denver Preschool Program Quality Improvement Committee.
11. Maintain facilities properly licensed and in good standing by the Colorado Department of Human Services and/or Department of Early Childhood, Division of Early Care and Learning, Office of Early Childhood.
12. Address any observed licensing violations within the period of time set by the Colorado Department of Human Services and/or Department of Early Childhood, Division of Early Care and Learning, Office of Early Childhood. The Denver Preschool Program has an agreement with the Department of Human Services and/or Department of Early Childhood to report any licensing violations observed by any of the DPP representatives that rise to complaint level 0-3, according to the State Department of Human Services and/or Department of Early Childhood, Division of Early Care and Learning, Office of Early Childhood Complaint Investigation Guidelines. Those individuals will notify the appropriate staff if such a report needs to be made and, if needed, will work with the Program on a plan to remedy the problem. The Denver Preschool Program reserves the right to suspend or terminate DPP quality improvement resources if serious licensing violations are not addressed as required by the Division of Early Care and Learning, Office of Early Childhood Complaint Investigation Guidelines.
13. Cooperate with DPP and all DPP representatives such as, DPP QI partner organization staff, assigned QI Advisors/Coaches, classroom observers, and/or data collectors in the reporting of suspected child abuse or neglect.
14. Achieve specific and measurable gains related to the Pre-K CLASS® observation and Colorado Shines QRIS (or DPP-recognized Colorado Shines alternative pathway accreditation) in order to maintain funding eligibility as outlined in Section IV, Eligibility, of the DPP Provider Agreement.

### **Provider Acknowledgements**

**Provider Name (organization) :** \_\_\_\_\_

My signature certifies that I have read, understand and agree to these DPP Grants and Quality Improvement Resource Agreement policies.

Printed Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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