

**No. 24-1267**

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**IN THE UNITED STATES COURT OF APPEALS  
FOR THE TENTH CIRCUIT**

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ST. MARY CATHOLIC PARISH IN LITTLETON;  
ST. BERNADETTE CATHOLIC PARISH IN LAKEWOOD;  
DANIEL SHELEY; LISA SHELEY;  
THE ARCHDIOCESE OF DENVER,

*Plaintiffs-Appellants,*

v.

LISA ROY, in her official capacity as Executive Director  
of the Colorado Department of Early Childhood;  
DAWN ODEAN, in her official capacity as Director  
of Colorado's Universal Preschool Program,

*Defendants-Appellees.*

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On Appeal from the United States District Court  
for the District of Colorado  
Case No. 1:23-cv-2079-JLK – Hon. John L. Kane

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**APPENDIX VOLUME VIII**

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## **2022-2023** Provider Agreement

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

**Please note: Updates to complete or partial sections to the 2022-2023 Provider Agreement are highlighted.**

**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, as well as those highlighted in yellow:

- 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 2022-2023 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 2020-2021 program year, DPP provided more than \$150 million in tuition support to help nearly 64,000 children attend the preschool of their family’s choice, establishing each child’s foundation for lifelong learning and success.

Our mission is to help Denver fulfill its commitment to its youngest learners. We champion, fund and increase access to quality preschool across our community. DPP is open to and voluntary for all eligible children who live in the City and County of Denver who turn 4 years old by October 1, 2022, and licensed preschool providers that agree to participate in our quality rating and improvement system.

Additionally, DPP is continuing the below pilot program during 2022-2023:

- 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, 2022 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 invests approximately 12 percent of its annual budget in quality rating and improvement opportunities for participating providers. 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
  - 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 Pilot**
- **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 low-income families during the **2022-2023** 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.

- 2022-2023 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)), **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 Pilot 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 **2022-2023** Provider Agreement.
- Program year: September 1, **2022** through August 31, **2023**
- 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 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, 2022.
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), faxing to 303-496-1114 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. 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 2022 attendance is due no later than October 20, 2022). 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. Beginning with the 2022-2023 school year, Providers will be encouraged to submit attendance online through the DPP Enroll portal. Required monthly attendance information for each DPP-approved Student is as follows:
- First and last name.
  - Student's number of days scheduled to attend ("Days Scheduled"), and number of days actually attended ("Days Attended").
  - (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.
  - (if applicable) Student's start date (first date of attendance if the Student enrolled in Provider's program during that month).
  - (if applicable) Student's end date (final date of attendance if the Student left Provider's program during that month).
  - 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.
  - 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.
  - 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, Quality Initiative 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, Quality Initiative 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") 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 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. 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 (\$1,425 per month for the 2022-2023 school year) or the Provider's published tuition rate applicable to such child, whichever is higher. The publication of the annual cost of care will coincide with the release of the tuition credit scale. DPP has the right to update the annual cost of care at any time. The Denver Preschool Program tuition credits will be the first dollar invested in a child's tuition support. 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. Provider must review and initial to acknowledge

understanding of this clause by studying the examples in Appendix A. If needed, Provider will contact Chris Miller at 720-287-5055 ext. 140 for clarification on this clause. \_\_\_\_\_ **(initial)**. See Appendix C for differences in this clause for DPP Scholarship Students.

12. Tuition Credits are calculated per child based on the 2022-2023 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 Pilot, 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 cancelled 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, etc.
  - viii. If applicable, supporting documentation for other public funding received by Student (CCAP, CPP/ECARE/Mill Levy, Head Start, 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 Provider's preschool, and to permit representatives of DPP to observe the Provider and its Students.
  - 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)**
2. Notwithstanding the requirements contained in Section VI and paragraph 1 of this Section VII, the parties agree that certain information maintained by the Provider is confidential and cannot be disclosed without the proper authorization. Nevertheless, conditioned upon DPP obtaining the releases referred to above in Section VI, Provider shall release to DPP and its employees, agents, and assigns what may be confidential information that may be subject to nondisclosure under State and Federal law. Therefore, the Provider shall provide written notification to DPP at the time of disclosure or, if the information is given verbally, within 10 days from the date of disclosure that the information is confidential. Accordingly, DPP agrees to maintain confidential information and records provided by Provider to the extent applicable State and Federal laws require. Moreover, DPP will promptly notify the Provider of any unauthorized disclosure or use of such confidential information by any person or entity. Upon termination of this Agreement, DPP will promptly return to Provider all documents, disks or other computer media or other materials in their possession and control that is designated confidential by the Provider.

3. Conform to all applicable State and Federal regulations and local law applicable to the Provider.
  - a. Record Keeping and Reporting Section VI and paragraph 1 of this Section VII shall survive the termination of this Agreement.
  - b. Provider further agrees with DPP as follows: Unless otherwise disclosed to DPP in writing, no official, officer or employee of the City and County of Denver shall have any personal, financial or beneficial interest whatsoever in the Provider or its preschool program.

### **VIII. Branding and Marketing**

1. As a DPP preschool partner, the administration, teachers and other staff are crucial ambassadors for DPP-Eligible Children and families. Provider agrees to the following marketing and branding updates:
  - a. Provider agrees to include DPP provided poster and/or window decal near the front entrance and/or preschool classroom.
  - b. Provider agrees to include the DPP family application and DPP family letter in the Provider's general preschool enrollment packet for DPP-eligible students.
  - 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.

### **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).
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, 2022, through August 31, 2023. 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 2022-2023 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.

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

<b>123 Preschool</b>			
<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	\$ 1,500.00	\$ 1,500.00	\$ 1,200
DPP 2022-2023 Cost of Care	\$1,425.00	\$1,425	\$ 1,425
DPP Tuition Subsidy	\$ 501.00	\$ 700.00	\$ 700.00
DPP Scholarship Pilot Payment****			
Family Out-of-Pocket Payment*			
CCCAP Parent Fee**	\$ 200.00	\$ 100.00	\$ 100.00
Colorado Child Care Assistance Program (CCCAP)	\$ 424.00	\$ 524.00	\$ 250.00
DPS (CPP, Mill Levy, E-Care)	\$ 375.00	\$ 375.00	\$ 375.00
Head Start	\$ -	\$ -	\$ -
Scholarships and Other Sources ***	\$ -	\$ -	\$ -
<b>TOTAL PUBLIC FUNDING:</b>	<b>\$ 1,500.00</b>	<b>\$ 1,699.00</b>	<b>\$1,425.00</b>
<b>Family Payment</b>	\$ -	-199	\$ -
* 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 (\$1,425 for the 2022-2023 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 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 \$1,500 is equal to the provider's published tuition rate of \$1,500. Provider is adhering to DPP policy for Student A.

**Student B Example:** The total amount collected from the provider for Student B of \$1,699 is greater than the provider's published tuition rate of \$1,500. **Provider is not adhering to DPP policy for Student B and must reduce the total amount collected for Student B by \$199 so that they do not collect more than the published tuition rate of \$1,500.** \_\_\_\_ (initial)

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**Student C Example:** While the Provider has a published tuition rate of \$1,200 for Student C, since this is below DPP's 2022-2023 Cost of Care amount of \$1,425, the Provider can collect up to \$1,425 when combining all funding sources for the Student. The total amount collected from the provider for Student C equals \$1,425, which is equal to 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 **2022-2023** 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 **2022-2023**. 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

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PRESCHOOL  
FOR DENVER**

- 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, **2022**, 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)) 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 2022-2023 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. 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) The total amount a Provider receives on behalf of a Denver Preschool Program (DPP) Scholarship Student from all funding sources each month, including DPP Tuition Credits, DPP Scholarship support, 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 (\$1,425 for the 2022-2023 school year) or the Provider's published tuition rate for the child up to the defined maximum published rate (\$1,700 for the 2022-2023 school year), 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

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total amount received into compliance with this current requirement.

- (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.

### **2022-2023 Cost of Care Rate**

#### **\$1,425 – Cost of Care**

As defined by the Center for American Progress, cost of care specific to Colorado, with the maximum support to the school (2022)

#### **\$1,700 – Maximum Published Rate for DPP Scholarship Students**

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, and rounded to the nearest hundred (2022). Current implementation would approve a school at the higher published rate (up to the \$1,700 maximum) with a published rate sheet.

The publication of the annual cost of care and defined maximum published rate will coincide with the release of the tuition credit scale. DPP has the right to update the annual cost of care at any time. The Denver Preschool Program tuition credits will be the first dollar invested in a child's tuition support.

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@metrixig.com](mailto:dppscholarship@metrixig.com)**

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**2022-2023 Provider Agreement Acknowledgements****Provider Name (organization):** \_\_\_\_\_

You confirm you expect to have at least one DPP-eligible child enrolled in your program during the **2022-2023** 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 **2022-2023** 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 **2022-2023** 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: \_\_\_\_\_

**All providers:** Please continue to the pages below to complete the Insurance Request Form and designate if your program qualifies for the Vehicle Insurance Waiver.

**City and County of Denver providers:** Please also review/complete the **2022-2023** DPP Grants and Quality Improvement Resources Agreement.

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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.**

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**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, **2023**.

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

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

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

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**2022-2023 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 are only available to DPP providers located in the City and County of Denver.**

This Agreement shall be in effect September 1, **2022**, through August 31, **2023**, and is contingent upon available funding. Through this Agreement, the Provider listed above could have access to DPP quality improvement (QI) grant funding, 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.

**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 **2022-2023** 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, **2022**, than the values used to calculate the funding amount.
3. Providers must have at least one DPP-approved Student for the **2022-2023** 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.
  - b. The following **2022-2023** expenses related to the COVID-19 crisis:
    - i. Cleaning supplies, cleaning equipment, rent/utility/other operational expenses or non-permanent building items related to COVID-19 operations.
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 associated with the Denver Preschool Program quality improvement system. This includes meeting regularly with the assigned Coach 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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**Licensed Provider Child Care Services Fiscal Agreement**

Park County Department of  
Social Services  
PO Box 968  
P.O. Box 1193  
Bailey, CO 80421



Dec RegSK  
mstreetsk  
mcitysk, CO 78349

Provider ID: 202212020  
Date: 01/13/2023

**EXHIBIT**  
**36**

Provider ID: 202212020 Tax ID Number:  
This Agreement shall be in effect from 01/01/2023 to 12/31/2025.

This Agreement is entered into and between Park County Department of Social Services, herein referred to as "County Department" and Dec RegSK, herein referred to as "Provider", who will provide child care at the following address: PStreetSK, pcitySK, CO 23890.

**Provider Agrees to:**

1. Ensure that care is provided only by the authorized person or business listed above.
2. Acknowledge that reimbursement for care will only be made for care that has been authorized in writing by the County Department.
3. Report to the County Department and State Licensing any change in address no less than thirty (30) calendar-days prior to the change.
4. Report to the County Department and State Licensing any change in phone number within ten (10) calendar-days of the change.
5. Sign the child care Fiscal Agreement and all other state required forms. The Fiscal Agreement effective date shall be the date the county receives the completed and signed Fiscal Agreement from the provider. The effective date of this Fiscal Agreement may change to the date the document is received by the county if it is received after the printed effective date above. Payment shall not begin prior to the first of the month the Fiscal Agreement has been signed and received by the county.
6. Maintain a valid child care license as required by Colorado Statute and conform to all applicable State and Federal Regulations and local law.
7. Report to the County Department within three (3) calendar-days of receiving notification of the provider's license status being revoked, suspended or denied.
8. Acknowledge that the County Department will use the State system of record related to the status of the provider's license and the County Department will take appropriate action to recover any payments made as of the effective date of the closure.
9. Protect children from abuse and neglect and report any suspected child abuse and neglect to the State Department (1-844-CO-4-KIDS (1-844-264-5437)).



10. Allow parents, adult caretakers or teen parents who have legal custody or guardianship immediate access to the child(ren) in care at all times.
11. Provide children with adequate food, shelter and rest (as defined in licensing regulation 12 CCR 2509-8).
12. Accept referrals for child care without discrimination with regard to race, color, national origin, age, sex, religion, marital status, sexual orientation or physical, intellectual or mental health disability.
13. Notify the County Department if a child is no longer enrolled in your facility (for reasons other than termination by the County Department) within two (2) business days.
14. Notify the County Department of unexplained, frequent and/or consistent absences within ten (10) calendar-days of establishing a pattern.
15. Utilize the Attendance Tracking System (ATS) upon entering into a Fiscal Agreement with the County Department and shall utilize the ATS as follows:
  - To ensure that CCCAP adult caretakers or teen parents record their child's authorized and utilized daily attendance at the designated child care provider's location.
  - To ensure that in the event that the adult caretaker(s) or teen parent(s) misses one or more check-ins/outs to record daily attendance, the child care provider must record the missed check-in/out in the ATS and the adult caretaker or teen parent shall confirm, correct or deny the record in the ATS for the prior nine (9) day period for automatic payment ensuring time is accurate and is for actual time care is provided.
  - To acknowledge that non-cooperation with the use of the ATS may result in nonpayment of the child care subsidy as defined by a state approved county policy, unless non-use of the ATS is approved by the State department.
  - To not hold any parent or adult caretaker responsible for the cost of care if the transactions are not transmitted timely by the provider.
  - Review ATS Information and Resources and complete the ATS Training Video Series at [Attendance Tracking System \(ATS\) Information and Resources](#).
  - Contact the ATS Helpdesk at [cdec\\_ats\\_helpdesk@state.co.us](mailto:cdec_ats_helpdesk@state.co.us) immediately to report any issues with ATS.
16. Not request, hold, transfer or use an adult caretaker or teen parent's individual attendance credentials, also known as a personal identification number (PIN). If intentional misuse is founded by any county or state agency, the child care provider will be subject to Fiscal Agreement termination and review for potential recovery or fraudulent activity.
17. Maintain internet service or access to internet service/Wi-Fi to ensure ATS is able to transmit attendance information to the County Department for payment via the provider's computer, laptop, tablet or smartphone.
18. Maintain as strictly confidential all information concerning children and their families.
19. Maintain paper or electronic sign in/out sheets that the person authorized to drop off/pick up the children has signed with the date, names of the children and the time the children arrive and leave each day they attend. These records shall be available for county review upon request and maintained for the current year plus three years. The ATS Parent Sign in/Sign Out Report (RE753) meets this requirement.

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20. Allow county and/or licensing staff the authority to inspect the provider's facility for the presence of CCCAP individual attendance credentials or other fraudulent or suspicious billing and attendance information. Upon discovery of these materials, the provider understands that either of these entities have the right to seize these materials/evidence of materials. Violations will be reported to State licensing staff, State CCCAP staff, and County CCCAP staff and will result in the provider being subject to termination of this Fiscal Agreement.
21. Submit the State-prescribed Manual Claim form and attendance records for verification of care dates as a secondary method of payment for:
  - Certain circumstances or exceptions when providers are not reimbursed automatically based on approved ATS transactions for authorized and utilized care;
  - Any county-option reimbursable activity, registration and/or transportation fees, hold-slot days, drop-in days, slot contracts, holiday and/or absence-day payments.
22. Forfeit payment for services when the original State-prescribed Manual Claim form is submitted to the County Department more than sixty (60) days following the month of care.
23. Attach a copy of the provider's current publicly posted private pay rates, including transportation, activity, and registration fees. The rates submitted to the County Department must align with the private pay rates charged to the public. Allowable rates and other associated charges shall be in accordance with State Rules for the Colorado Child Care Assistance Program. The provider acknowledges that daily reimbursement rates for the State-Established Regular Rate Type or any County-Established alternative rate types will pay at the daily tiered reimbursement rate maximums (ceiling rates) or at the provider's publicly posted private pay rate, whichever is less. Rate Schedule Amendments based on changes in quality level will become effective in a month following the officially reported change. A Rate Schedule will be made available to providers from the County Department. The approved daily tiered reimbursement rate maximums (ceiling rates) based on the Colorado Shines Quality Tiers for each county are posted publicly at [cdec.colorado.gov](https://cdec.colorado.gov) under Colorado Child Care Assistance, For Providers, [Provider Reimbursement Rates and Payment](#). The County-Established alternative rates can be viewed at: View [County CCCAP Policies and Rate Plan](#).
24. Collect the full parent fee due within each month from the parent/adult caretaker in accordance with, and not to exceed, the amount on the most current Child Care Authorization. Report (via FAX, email or mail) non-payment of parent fee or failure to make satisfactory arrangements to pay the fee no later than sixty (60) calendar days after the end of the month the parent fees are due (unless county policy requires earlier). The County Department will not take action on reports of unpaid parent fees if it is outside the required reporting time frame.
25. Offer free age-appropriate alternatives to voluntary activities.

26. Not to charge parents rates in excess of the daily tiered reimbursement rate represented on the provider's Rate Schedule including registration, activity and transportation fees as set by County Department policy and approved by the State based on the Colorado Shines Quality Tiers. The provider daily tiered reimbursement rate maximums are posted publicly at: [cdec.colorado.gov](https://cdec.colorado.gov) under Colorado Child Care Assistance, For Providers, [Provider Reimbursement Rates and Payment](#) and are the maximum allowable rates of reimbursement (ceiling rates) for the care provided and include any portion for which the parent or adult caretaker is responsible.
27. Other than for allowable county-designated paid holidays or county-designated absence payments, if authorized by the State Department in response to a local or state declared emergency, providers may not receive payment for days in which they were not open or available for child care.
28. Acknowledge that per Federal guidance, two providers must not receive payment for the same child, on the same day and for the same time period. If a child has two providers, only one of the providers may be reimbursed for an absence or a holiday. Care should never be authorized at both providers for the same child on the same date and time.
29. Use the CCCAP daily reimbursement rate from the Fiscal Agreement Rate Schedule in place at the time of the absence if the provider chooses to charge families for agreed and utilized absences for which the County Department does not provide reimbursement.
30. Report any dates they are closed for child care services. Dates of closure must be reported to the County Department prior to the day of closure or if due to unforeseen circumstances, the day of closure or as soon as possible. Natural disasters, emergencies and/or pandemics will be addressed on an as-needed basis, depending upon the circumstances.
31. Acknowledge that all money paid or payable to child care providers shall be subject to execution, levy, attachment, garnishment or other legal processes.
32. Hold the Colorado Department of Human Services, the State of Colorado, the County and the County Department of Social/Human Services harmless for any loss or actions caused by the performance of this Agreement. This section does not apply to government entities.
33. Perform duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State or County.
  - Contractor shall not have authorization, express or implied, to bind the State or County to any agreement, liability or understanding, except as expressly set forth herein.
  - Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State or County and the State or County shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees.
  - Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract.
  - Contractor shall (i) provide and keep in force workers' compensation

- and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State or County, and (iii) be solely responsible for its acts and those of its employees and agents.
34. Acknowledge that County Departments shall determine if providers have received child care payments of fifty dollars (\$50) or more that they were not eligible for, and determine if the overpayment is recoverable; if recoverable, the County Department shall establish a recovery within twelve (12) months of discovery; and, overpayments that were not due to the fault of the provider will be reviewed and may be recovered.
35. Acknowledge that counties are responsible for ensuring compliance with the Colorado Department of Human Services' Fraud Policy and implementing controls to prevent, detect, and deter fraud. This includes recognizing and understanding the broad definition of fraud as outlined in the CDHS Fraud Policy, as well as the definition related to "Fraud/Fraudulent criminal act" in CCCAP regulations that refers to a child care provider who has secured, attempted to secure, or aided or abetted another person in securing public assistance to which the adult caretaker(s) or teen parent(s) was not eligible for, by means of willful misrepresentation/withholding of information or intentional concealment of any essential facts. For CCCAP providers, fraud is determined as a result of the following: Civil or criminal action in an appropriate state or federal court. Per CDHS Fraud Prevention, report fraud at [cdhsaudits@state.co.us](mailto:cdhsaudits@state.co.us) or 877-934-6361, and fraud may include, but is not limited to, recovering payments that were received as a result of fraud.
36. Access the most recent CCR 2503-9 CCCAP rules and information at [cdec.colorado.gov](http://cdec.colorado.gov).

**Provider Rights:**

1. When a provider contends that the County Department has not made adequate payment based on program rules for care provided, the provider has the right to an informal conference with the County Department staff pursuant to 8 CCR 1403-1.
  - Providers may request a conference in writing within fifteen (15) calendar days of the date of the action.
  - Provider requests should be addressed to the county director of the County Department of Social/Human Services responsible for the action.
  - Providers may request that State CCCAP Program staff participate in the conference. That participation may be by telephone conference.
  - The conference shall be held within two (2) weeks of the date that the written request is received by the County Department.
  - The purpose of the conference will be limited to discussion of the payments in dispute and the relevant rules regarding payment.
  - The final decision of the County Department shall be mailed to the provider within fifteen (15) business days of the conference date.
2. A provider may request an informal conference if they dispute the termination of a Fiscal Agreement pursuant to 8 CCR 1403-1.
  - Providers may request a conference in writing within fifteen (15) calendar days of the date of the action.
  - Provider requests should be addressed to the County Director of the County Department of Social/Human Services responsible for the action.
  - The conference shall be held within two weeks of the date the request for a conference is received by the County Department.
  - The purpose of the conference is limited to discussion to termination of agreement.
  - The final decision of the County Department shall be mailed to the provider within fifteen (15) business days of the conference date.

**County Department Agrees to:**

1. Compare the child care provider's private pay rates to the county's reimbursement rates set and/or approved by the state, prior to approving a Fiscal Agreement with any child care provider.
2. Reimburse licensed child care providers based on the State-Established regular rates or any County-Established alternative rates (ceiling rates) or at the provider's publicly posted private pay rate, whichever is less. The CCCAP reimbursement rate paid to the provider by the county must be the lesser of the two.
3. Reimburse the provider for authorized, attended and properly recorded and transmitted child care, as well as approved Activity, Registration and Transportation fees, hold slots, drop-in days, slot contracts, absences and holidays, in accordance with Colorado Child Care Assistance Program rules. Payment to the licensed provider is the total cost of the lesser of authorized and attended care based on rates set by this Agreement minus the parent fee (if applicable).



4. Process complete State-prescribed manual claim forms received within the required timeframe in CHATS within twenty-one (21) calendar days of receipt for payments that were not automatically processed through CHATS.
5. Enter the Fiscal Agreement into the Childcare Automated Tracking System (CHATS) within five (5) business days of receipt of the completed Fiscal Agreement and all supporting documentation.
6. Provide a copy of the fully executed Fiscal Agreement to the child care provider within seven (7) calendar days of the CHATS entry.
7. Provide Child Care Authorization notices to the provider within seven (7) business days of determined eligibility. This time limit applies to original, changed and terminated actions.
8. Provide an informal conference within two (2) weeks of the provider's written request to discuss the basis for any denial or termination of this Agreement or to discuss any payment dispute.
9. Provide the final informal conference decision of the County in writing to the provider within fifteen (15) business days of the conference date.
10. Provide Fiscal Agreement renewal paperwork via postal service, fax, hand-delivery, email or other electronic systems at least sixty (60) calendar-days prior to the end of the current Fiscal Agreement.

**This Agreement may be:**

1. Terminated by either party by giving the other party fifteen (15) calendar days' notice by postal service mail, fax, hand delivery, email or other electronic system.
2. Terminated without advance notice if:
  - A child's health or safety is endangered;
  - The provider is under a negative licensing action;
  - If fraud has been founded by the County Department.
3. Updated or revised by the State CCCAP Department.
4. In the event that any entities to this Agreement have a name change, they will notify either party and this Agreement will remain in effect.

By signing this Agreement, the provider acknowledges they have received, read and agree to the information regarding the rules, rates and policies of the Colorado Child Care Assistance Program. The provider shall receive a copy of the signed Fiscal Agreement & Rate Schedule and any subsequent amended Rate Schedules based on quality level during the term of the Agreement.



CHILD CARE PROVIDER

DEPARTMENT OF HUMAN/SOCIAL  
SERVICES

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Authorized Representative Signature

---

Authorized Representative Signature

---

Date

---

Date

---

Address

---

Address

---

City, State Zip

---

City, State Zip

---

Phone Number

---

Phone Number

---

Email Address  
(unique to license)

---

Email Address

## Licensed Provider Fiscal Agreement Amendment

Arapahoe County Department of  
Human Services  
14980 E Alameda Dr  
Aurora, CO 80012



St Mary Preschool  
6833 S Prince St  
Littleton, CO 80120

Provider ID: 1541340  
Date: 07/16/2021

Dear CCCAP Licensed Child Care Provider,

The Colorado Department Of Human Services (CDHS) will implement an increase to the Colorado Child Care Assistance Program (CCCAP) State-Established daily tiered reimbursement rate maximums (Regular Rate Type ceiling rates) effective 9/1/2021 for licensed providers, as part of the CDHS approved spending plan for Child Care and Development Fund (CCDF) grant funds from the Coronavirus Response and Relief Supplemental Act (CRRSA). The Regular Rate Type is the standard State-Established rate type which may not be increased or decreased by counties.

There are eight optional County-Established alternative rate types (Before School, After School, Before and After School, Overnight, Weekend, Evening, Disability and Out of County). Counties have the ability to choose which of the eight optional alternative rate types are offered in their county. Counties may adjust their alternative rate types effective 9/1/2021 in coordination with the State-Established daily tiered reimbursement rates (ceiling rates) increase for licensed providers.

***\*\*PLEASE NOTE\*\*: Daily tiered reimbursement rates for the State-Established (Regular Rate Type) or any County-Established alternative rate types will pay at the daily tiered reimbursement rate maximums (ceiling rates) or at the provider's publicly posted private pay rate, whichever is less. A copy of your current publicly posted private pay rates, including transportation, activity, and registration fees will need to be submitted to the county.***

All State-Established daily tiered reimbursement rate maximums and County-Established alternative rates (ceiling rates) effective 9/1/2021 can be viewed on the Office of Early Childhood Website at:

[https://www.coloradoofficeofearlychildhood.com/oec/OEC\\_Providers?p=Providers&s=Colorado-Child-Care-Assistance-Program-For-Providers&lang=en](https://www.coloradoofficeofearlychildhood.com/oec/OEC_Providers?p=Providers&s=Colorado-Child-Care-Assistance-Program-For-Providers&lang=en)

Fiscal Agreement  
Amendment # 1

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**EXHIBIT**  
**37**

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- **State-Established daily tiered reimbursement rate maximums (Regular Rate Type ceiling rates)** can be viewed by selecting "[Colorado Child Care Assistance Program State-Established Daily Licensed Provider Tiered Reimbursement Rate Maximums - Effective 9/1/2021](#)".
- **County-Established alternative rates (ceiling rates)** can be viewed by selecting "[View County CCCAP Policies and Rate Plan](#)" and then selecting the appropriate County Rate Plan effective 9/1/2021.

For more information regarding the increase to the State-Established licensed provider daily tiered reimbursement rates and how the rates were determined, please reference OM-ECL-2021-0006 CCCAP State-Established Licensed Provider Daily Tiered Reimbursement Rate Maximums Increase. The memo may be accessed on the Office of Early Childhood website link listed above under the Provider Reimbursement Rates and Payment tab and then selecting "View Memo on State-Established Rates".

***\*\*ACTION: The Fiscal Agreement Amendment included with this letter and a copy of your current publicly posted private pay rates (including transportation, activity, and registration fees) is due back to the county no later than 8/15/2021. If this information is not received by the county by 8/15/2021, it will delay the effective date of your rate increase.\*\****

Enclosed you will find the Fiscal Agreement Amendment for **Arapahoe County Department of Human Services**. All Fiscal Agreement Amendments and a copy of your current publicly posted private pay rates, including transportation, activity, and registration fees must be completed, signed and returned via fax, email or mail in order for the county to process any changes.

Your signed Fiscal Agreement Amendment will be processed upon receipt. The effective date of the new reimbursement rate changes will be for care provided as of 9/1/2021.

**DEADLINE: PLEASE RETURN BY Friday August 15, 2021**

(URGENT: payment will not be possible without a signed Fiscal Agreement Amendment)

**Return Document Checklist**

- **Fiscal Agreement Amendment:** complete signature required on last page
- **Provider Private Pay Rates:** current publicly posted private pay rates, (including transportation, activity, and registration fees)

Thank you for your work with the Colorado Child Care Assistance Program and the many families and children that you serve each day. We look forward to working with you on a continuing basis.

**Please contact the county CCCAP office if you have any questions or need support.**

Thank you,  
Colorado Child Care Assistance Program

Fiscal Agreement  
Amendment # 1

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## Licensed Provider Fiscal Agreement

Arapahoe County Department of Human  
Services  
14980 E Alameda Dr  
Aurora, CO 80012



**COLORADO**  
Office of Early Childhood  
Department of Human Services

St Mary Preschool  
6833 S Prince St  
Littleton, CO 80120

Provider ID: 1541340  
Date: 03/17/2020

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Provider ID: 1541340 Tax ID Number: 840436373  
This agreement shall be in effect from 03/17/2020 to 02/28/2023.

This Agreement is entered into and between Arapahoe County Department of Human Services, herein referred to as "Department" and St Mary Preschool, herein referred to as "Provider", who will provide child care at the following address: 6833 S Prince St, Littleton, CO 80120.

### Provider Agrees to:

1. Maintain a valid child care license as required by Colorado Statute and conform to all applicable State and Federal Regulations and local law.
2. Comply with the provisions of the Illegal-Aliens-Public-Contract for Services-Act found at C.R.S. Section 8-17.5-101 et. Seq. By execution of the agreement, provider certifies that it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that provider will participate in either the E-verify program or Department Program in order to confirm eligibility of all employees who are newly hired for employment to perform work under the agreement.
3. Acknowledge that the county will use the State system of record related to provider's license status being revoked, suspended or denied and will take appropriate action to recover any payments made as of the effective date of closure.
4. Sign the child care Fiscal Agreement and all other state required forms. The effective date of this fiscal agreement may change to the date the document is received by the county if it is received after the printed effective date above.
5. Allow parents or adult caretakers immediate access to the child(ren) in care.
6. Accept referrals for child care without discrimination with regard to race, color, national origin, age, sex, religion, or physical, intellectual or mental health disability.
7. Provide children with adequate food, shelter and rest.
8. Ensure that care is provided only by the authorized person or business listed above.  
Provide care for children under this agreement only if authorized by the Department.

9. Collect the full parent fee due within each month from the parent/adult caretaker in accordance with, and not to exceed, the amount on the most current Child Care Authorization. Report (via FAX, email or mail) non-payment of parent fee or failure to make satisfactory arrangements to pay the fee no later than sixty (60) calendar days after the end of the month the parent fees are due (unless county policy requires earlier). County will not take action on report of unpaid parent fees if it is outside the required reporting time frame.
10. Offer free age-appropriate alternatives to voluntary activities. Shall not charge parents rates in excess of the rates in this agreement (including registration, activity and transportation fees as set by Department policy). The rate in the fiscal agreement is the maximum allowable rate of reimbursement for the care provided and includes any portion for which the parent or adult caretaker is responsible. Other than for allowable Holidays, Providers may not receive payments for days in which they were not open or available for use.
11. Notify the Department if a child is no longer in your facility (for reasons other than termination by the Department) within one day; and, notify the county of unexplained, frequent and/or consistent absences within ten (10) calendar-days of establishing a pattern.
12. Maintain as strictly confidential all information concerning children and their families. Use the CDHS Attendance Tracking System as instructed and maintain principles of confidential access. Child care providers shall not hold, transfer or use an adult caretaker or teen parent's individual attendance credentials. If intentional misuse is founded by any county or state agency, the child care provider will be subject to fiscal agreement termination.
13. Protect children from abuse/neglect and report any suspected child abuse and neglect to the Department (1-844-CO-4-KIDS (1-844-264-5437)).
14. Acknowledge that the CDHS Attendance Tracking System (ATS) is the billing mechanism for care provided. Maintain internet service or access to internet service/Wi-Fi to ensure ATS is able to transmit attendance information to the Department for payment. Non-use of ATS must be approved.
15. Bill the department on the State prescribed manual claim form for authorized services provided and utilized. Manual bills are only accepted under certain rare circumstances or exceptions for providers not reimbursed automatically based on approved ATS transactions: County policy may require submission of attendance records to support requests for manual payment. Forfeit payment for services when the original manual claim form is submitted to the Department more than sixty (60) days following the month of care. Understand the automated process allows for use of system and entry of corrections within nine (9) days of care. Forfeit payment for care that could have been paid through the automated process if actions were not taken to enter corrections within nine (9) days of care. The provider shall not hold any parent or adult caretaker responsible for the cost of care if the transactions are not transmitted timely by the provider. ATS must be uploaded at least within 9 days of care for payment.
16. Maintain daily attendance records in accordance with the Division of Early Care and Learning licensing rule, payment records, and fee-collection records for a minimum of three (3) years plus current and make these records available upon request to county, state and federal officials. Allow county and/or licensing staff the authority to inspect the provider's facility for the presence of CCCAP individual-attendance-credentials or other fraudulent or suspicious billing and attendance information. Upon discovery of these materials, the provider understands either of these entities have the right to seize these materials/ evidence of materials. Violations will be reported to CDHS licensing staff and county CCCAP and will result in provider being subject to termination of this fiscal agreement.

17. Hold the Colorado Department of Human Services, the State of Colorado, the County and the County Department of Social/Human Services harmless for any loss or actions caused by the performance of this Agreement.
18. Understand that CCCAP has potential for 9 Rate Types, with Rate Type Definitions listed below; and that all counties will use the State-set Regular Rate type and may choose from 8 additional Rate Types:

**Regular State-set rate:** A daily rate used when the majority (more than 50%) of care is provided on a given weekday (Monday through Friday) between 6:00am to 6:30 pm; or Sunday through Saturday any time of day if the county does not use any other time/day specific rate types.

**Rate Types-County Options:**

**Before School:** A daily rate used when care is provided to school aged children between Monday through Friday before elementary school, such as 6:00am to 9:00am.

**After School:** A daily rate used when care is provided to school aged children between Monday through Friday after elementary school, such as 2:30pm to 6:30pm.

**Before and After School:** A daily rate used when care is provided to school aged children between Monday through Friday elementary school, such as 6:00am to 9:00 am and 2:30pm to 6:30pm.

**Overnight:** A daily rate used when care provided spans the midnight hours; a functional rate that works with ATS to manage one check in/out per care occurrence.

**Weekend:** A daily rate used when care provided between Saturday 12:00am through Sunday 11:59pm and the care does not span the midnight hour; typically has a slight differential increase in pay than the Regular Rate Type; this could cover weekend day care or weekend evening care that the provider charges a higher rate than weekday care.

**Evening:** A daily rate used when the majority (more than 50%) of care provided on a given weeknight (Monday through Friday) is between 6:31pm to 5:59am. Does not include overnight care; typically has a slight differential increase in pay than the Regular Rate Type; may also be used for any evening care Mon-Sun.

**Disability/Alternative Care Needs:** A daily rate used for children with additional care needs based on a physical and/or mental disability and/or who needs a higher level of care than peers of the same age; can be up to twice the Regular Rate; is paid to providers who document when the additional care needs are with a request for additional payment that is not more than would be charged to the general public along with professional/physician's statement from the adult caretaker verifying the needs (see rule for reference)

**Out-of-County:** A daily rate used for care at a provider facility located in a town/city with a higher private pay rate than the town/cities within the county; can be used by counties to support higher payments for Child Welfare placements outside of the county or use of providers outside the county due to low availability within a county, for example



19. Attach a copy of your current charge policies on rates, transportation, activity, registration fees, payment policies and all policies distributed to parents or adult caretakers. These rates cannot be more than rates the provider charges the public. Allowable rates and other associated charges shall be in accordance with State Rules for the Colorado Child Care Assistance Program.

**The provider acknowledges that County-set rates will be paid and amended based on the provider's Colorado Shines Quality level to pay either the county rate limit per tier or the provider's private pay rate, whichever is less.** Rate Schedule Amendments based on changes in quality level will become effective in a month following the officially reported change. A Rate Schedule will be made available to provider from the county. The Department has the following approved tiered-rate maximums based on the Colorado Shines Quality Rating:

**CENFT Ceiling Rates:**

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Regular 0-6 Months	51.00	51.00	63.00	71.50	71.50
Regular 6-12 Months	51.00	51.00	63.00	71.50	71.50
Regular 12-18 Months	51.00	51.00	63.00	71.50	71.50
Regular 18-24 Months	45.50	45.50	53.00	63.00	63.00
Regular 24-30 Months	45.50	45.50	53.00	63.00	63.00
Regular 30-36 Months	45.50	45.50	53.00	63.00	63.00
Regular 36 - School Age	31.25	31.25	46.75	53.00	53.00
Regular School Age	24.50	24.50	40.00	47.75	47.75
Before School School Age	13.55	18.02	21.76	25.66	25.66
After School School Age	13.55	18.02	21.76	25.66	25.66

B and A School School Age	13.55	18.02	21.76	25.66	25.66
Overnight 0-6 Months	51.00	51.00	63.00	71.50	71.50
Overnight 6-12 Months	51.00	51.00	63.00	71.50	71.50
Overnight 12-18 Months	51.00	51.00	63.00	71.50	71.50
Overnight 18-24 Months	45.50	45.50	53.00	63.00	63.00
Overnight 24-30 Months	45.50	45.50	53.00	63.00	63.00
Overnight 30-36 Months	45.50	45.50	53.00	63.00	63.00
Overnight 36 - School Age	31.25	31.25	46.75	53.00	53.00
Overnight School Age	24.50	24.50	40.00	47.75	47.75
Weekend 0-6 Months	51.00	51.00	63.00	71.50	71.50
Weekend 6-12 Months	51.00	51.00	63.00	71.50	71.50
Weekend 12-18 Months	51.00	51.00	63.00	71.50	71.50
Weekend 18-24 Months	45.50	45.50	53.00	63.00	63.00
Weekend 24-30 Months	45.50	45.50	53.00	63.00	63.00
Weekend 30-36 Months	45.50	45.50	53.00	63.00	63.00
Weekend 36 - School Age	31.25	31.25	46.75	53.00	53.00

Weekend School Age	24.50	24.50	40.00	47.75	47.75
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**PT Ceiling Rates:**

	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>	<b>Tier 5</b>
Regular 0-6 Months	28.05	28.05	34.65	39.32	39.32
Regular 6-12 Months	28.05	28.05	34.65	39.32	39.32
Regular 12-18 Months	28.05	28.05	34.65	39.32	39.32
Regular 18-24 Months	25.02	25.02	29.15	34.65	34.65
Regular 24-30 Months	25.02	25.02	29.15	34.65	34.65
Regular 30-36 Months	25.02	25.02	29.15	34.65	34.65
Regular 36 - School Age	17.19	17.19	25.71	29.15	29.15
Regular School Age	13.48	13.48	22.00	26.26	26.26
Before School School Age	13.55	18.02	21.76	25.66	25.66
After School School Age	13.55	18.02	21.76	25.66	25.66
B and A School School Age	13.55	18.02	21.76	25.66	25.66
Overnight 0-6 Months	28.05	28.05	34.65	39.32	39.32
Overnight 6-12 Months	28.05	28.05	34.65	39.32	39.32

Overnight 12-18 Months	28.05	28.05	34.65	39.32	39.32
Overnight 18-24 Months	25.02	25.02	29.15	34.65	34.65
Overnight 24-30 Months	25.02	25.02	29.15	34.65	34.65
Overnight 30-36 Months	25.02	25.02	29.15	34.65	34.65
Overnight 36 - School Age	17.19	17.19	25.71	29.15	29.15
Overnight School Age	13.48	13.48	22.00	26.26	26.26
Weekend 0-6 Months	28.05	28.05	34.65	39.32	39.32
Weekend 6-12 Months	28.05	28.05	34.65	39.32	39.32
Weekend 12-18 Months	28.05	28.05	34.65	39.32	39.32
Weekend 18-24 Months	25.02	25.02	29.15	34.65	34.65
Weekend 24-30 Months	25.02	25.02	29.15	34.65	34.65
Weekend 30-36 Months	25.02	25.02	29.15	34.65	34.65
Weekend 36 - School Age	17.19	17.19	25.71	29.15	29.15
Weekend School Age	13.48	13.48	22.00	26.26	26.26

**PTFT Ceiling Rates:**

	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>	<b>Tier 5</b>
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Regular 0-6 Months	79.05	79.05	97.65	110.82	110.82
Regular 6-12 Months	79.05	79.05	97.65	110.82	110.82
Regular 12-18 Months	79.05	79.05	97.65	110.82	110.82
Regular 18-24 Months	70.52	70.52	82.15	97.65	97.65
Regular 24-30 Months	70.52	70.52	82.15	97.65	97.65
Regular 30-36 Months	70.52	70.52	82.15	97.65	97.65
Regular 36 - School Age	48.44	48.44	72.46	82.15	82.15
Regular School Age	37.98	37.98	62.00	74.01	74.01
Before School School Age	13.55	18.02	21.76	25.66	25.66
After School School Age	13.55	18.02	21.76	25.66	25.66
B and A School School Age	13.55	18.02	21.76	25.66	25.66
Overnight 0-6 Months	79.05	79.05	97.65	110.82	110.82
Overnight 6-12 Months	79.05	79.05	97.65	110.82	110.82
Overnight 12-18 Months	79.05	79.05	97.65	110.82	110.82
Overnight 18-24 Months	70.52	70.52	82.15	97.65	97.65
Overnight 24-30 Months	70.52	70.52	82.15	97.65	97.65



Overnight 30-36 Months	70.52	70.52	82.15	97.65	97.65
Overnight 36 - School Age	48.44	48.44	72.46	82.15	82.15
Overnight School Age	37.98	37.98	62.00	74.01	74.01
Weekend 0-6 Months	79.05	79.05	97.65	110.82	110.82
Weekend 6-12 Months	79.05	79.05	97.65	110.82	110.82
Weekend 12-18 Months	79.05	79.05	97.65	110.82	110.82
Weekend 18-24 Months	70.52	70.52	82.15	97.65	97.65
Weekend 24-30 Months	70.52	70.52	82.15	97.65	97.65
Weekend 30-36 Months	70.52	70.52	82.15	97.65	97.65
Weekend 36 - School Age	48.44	48.44	72.46	82.15	82.15
Weekend School Age	37.98	37.98	62.00	74.01	74.01

**FTFT Ceiling Rates:**

	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>	<b>Tier 5</b>
Regular 0-6 Months	102.00	102.00	126.00	143.00	143.00
Regular 6-12 Months	102.00	102.00	126.00	143.00	143.00
Regular 12-18 Months	102.00	102.00	126.00	143.00	143.00



Regular 18-24 Months	91.00	91.00	106.00	126.00	126.00
Regular 24-30 Months	91.00	91.00	106.00	126.00	126.00
Regular 30-36 Months	91.00	91.00	106.00	126.00	126.00
Regular 36 - School Age	62.50	62.50	93.50	106.00	106.00
Regular School Age	49.00	49.00	80.00	95.50	95.50
Before School School Age	13.55	18.02	21.76	25.66	25.66
After School School Age	13.55	18.02	21.76	25.66	25.66
B and A School School Age	13.55	18.02	21.76	25.66	25.66
Overnight 0-6 Months	102.00	102.00	126.00	143.00	143.00
Overnight 6-12 Months	102.00	102.00	126.00	143.00	143.00
Overnight 12-18 Months	102.00	102.00	126.00	143.00	143.00
Overnight 18-24 Months	91.00	91.00	106.00	126.00	126.00
Overnight 24-30 Months	91.00	91.00	106.00	126.00	126.00
Overnight 30-36 Months	91.00	91.00	106.00	126.00	126.00
Overnight 36 - School Age	62.50	62.50	93.50	106.00	106.00
Overnight School Age	49.00	49.00	80.00	95.50	95.50

Weekend 0-6 Months	102.00	102.00	126.00	143.00	143.00
Weekend 6-12 Months	102.00	102.00	126.00	143.00	143.00
Weekend 12-18 Months	102.00	102.00	126.00	143.00	143.00
Weekend 18-24 Months	91.00	91.00	106.00	126.00	126.00
Weekend 24-30 Months	91.00	91.00	106.00	126.00	126.00
Weekend 30-36 Months	91.00	91.00	106.00	126.00	126.00
Weekend 36 - School Age	62.50	62.50	93.50	106.00	106.00
Weekend School Age	49.00	49.00	80.00	95.50	95.50

#### County Ceiling RAT Fees

	Amount	Frequency
Transportation Fee	0.00	Yearly
Registration Fee	0.00	Yearly
Activity Fee	0.00	Yearly

#### Provider Rights

1. When a provider contends that the county has not made adequate payment based on program rules for care provided, the provider has the right to an informal conference with county staff pursuant to 9 CCR 2503-9 at section 3.916.1 (H).
  - Providers may request a conference in writing within 15 calendar days of the date of the action.

- Provider request should be addressed to the county director of the county department of social/human services responsible for the action.
  - Provider may request that state program staff participate in the conference. That participation may be by telephone conference.
  - The conference shall be held within two (2) weeks of the date that the written request is received by county.
  - The purpose of the conference will be limited to discussion of the payments in dispute and the relevant rules regarding payment.
  - The final decision of the county shall be mailed to the provider within 15 business days of the conference date.
2. A provider may request an informal conference if s/he disputes the termination of a fiscal agreement pursuant to 9 CCR 2503-9 at Section 3.916.1 (H)
- Providers may request a conference in writing within 15 calendar days of the date of the action.
  - Provider request should be addressed to the county director of the county department of social/human services responsible for the action.
  - The conference shall be held within two weeks of the date the request for a conference is received by the county.
  - The purpose of the conference is limited to discussion to termination of agreement.
  - The final decision of the county shall be mailed to the provider within 15 business days of the conference date.

**County Department Agrees to:**

1. Reimburse the provider for authorized attended and properly recorded and transmitted child care in accordance with Colorado Child Care Assistance Program rules. Payment to the licensed provider is the total cost of the lesser of authorized and attended care based on rates set by this Agreement minus the parental fee (if applicable).
2. Enter the Fiscal Agreement into the Childcare Automated Tracking System (CHATS) within five (5) business days of receipt of the completed Fiscal Agreement and all supporting documentation.
3. Determine client's eligibility for child care services within fifteen (15) calendar days of receiving the complete application packet including verification.
4. Send Child Care Authorization notices (or make them available electronically) to the provider within seven (7) business days of the Department's initial approval or of changes in eligibility for each child such as parental fees, authorized amount of care, added or deleted children, and/or any other changes to child care arrangements.
5. Provide an informal conference within 2 weeks of the provider's written request to discuss the basis for any denial or termination of this agreement or to discuss any payment dispute.
6. Provide access to the most recent CCCAP rules and information at [www.coloradoofficeofearlychildhood.com](http://www.coloradoofficeofearlychildhood.com)

This Agreement may be terminated by either party by giving the other party fifteen (15) calendar days' notice by postal service mail, fax, hand delivery, email or other electronic system. This Agreement may be terminated without advance notice if : 1) a child's health or

safety is endangered; 2) if the provider is under a negative licensing action; 3) the Department has concerns involving the provider, an employee, or a resident in the provider's home; 4) the Department or CDHS verifies the provider possesses or uses any CCCAP Individual Attendance Credentials(s).

By signing this agreement, the provider acknowledges receipt of information regarding the rules and policies of the Colorado Child Care Assistance Program. The provider shall receive a copy of the signed Fiscal Agreement & Rate Schedule and any subsequent amended Rate Schedules based on quality level during the term of the agreement

**CHILD CARE PROVIDER**

Tracy Seul 3/28/20  
Authorized Representative Date

6833 S Prince St  
Mailing Address

Littleton CO 80120 303/7982375  
City, State Zip Phone Number

tseul@stmarylittleton.com  
Email address (unique to license)

**DEPARTMENT OF SOCIAL SERVICES**

\_\_\_\_\_  
Authorized Representative Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Phone Number

\_\_\_\_\_  
Email address

4-19

**Arapahoe COUNTY** Department of Human  
Services Child Care Assistance Program  
Payment Policies

Colorado Department of Human Services Regulations requires that the county have a copy of your current Private Rate Structure on file. You must include a copy of your Parent/Family Handbook or Contract that details your Private Rate Structure, hours of operation and ages accepted with your signed Fiscal Agreement.

**Absences and Fees: Registration, Activity and Transportation:**

**Absences** that can be reimbursed per month are based on your license and Colorado Shines Quality Level as follows: Level 1 (1) ; Level 2 (1); Level 3 (1); Level 4 (1); Level 5 (1). Reimbursement occurs automatically through the Attendance Tracking System (ATS).

**Maximum Annual Fees (via manual claim): Activity** \$0/year. Special activity fees can be charged to the family if there is an offer of a free, age appropriate alternative **and** the family chooses the paid option. **Registration** \$0/year **Transportation** \$0/year  
Registration, activity, and transportation fees are billed to the county with a manual claim form within 60 calendar-days of care month. \*If the county does not pay Registration and Transportation fees, those fees **may not** be charged to CCCAP families.

**Payment for Holidays** Arapahoe County will pay child care providers for the following holidays effective 07/01/2019: ***New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.*** Payment will be made at the rate for which each child is normally authorized.

**Payment Method** The online CCCAP Attendance Tracking System (ATS) records time and attendance information and is how the provider is paid for care provided. **Use of the ATS is mandatory for payment and should be the primary billing mechanism.** Parents are required to use their CCCAP PINS to record daily attendance. Providers are **never** to have the CCCAP PINS in their possession. Parents are only to record attendance for days of care utilized. If a parent fails to confirm or correct a missed entry within the nine calendar-day correction period, the provider will not be automatically paid for care and a manual claim will need to be submitted *on a limited basis*.

**Parent Fees** Most parents who receive CCCAP subsidies for their childcare tuition are responsible for paying part of the cost, known as the Parent Fee. Parents must pay the

fee to providers at the beginning of each month. If a parent does not pay the Parent Fee, please notify the Childcare Case Manager who authorized the child for care immediately. Parents who do not pay the required Parent Fee, or who do not make arrangements with you to pay the Parent Fee **will not be eligible** for further child care assistance effective the month following the family's case redetermination. This includes care at any CCCAP childcare program until past due Parent Fees are paid. **Termination/Withdrawal** CCCAP pays for actual care provided. No paid notice period is available under the Colorado Child Care Assistance Program. The daily subsidy payment ends when the provider or the parent discontinues the childcare, or when the parent becomes ineligible for services. You may require that parents give you two weeks notice before leaving your care as part of your Parent/Provider Contract, for which you may hold the parents responsible. CCCAP staff will continue educating parents about contract issues with providers, including parent responsibility of giving appropriate notice when care is to be discontinued and the importance of communicating regularly to schedule care.

**Payment Problems** If there is a discrepancy between your ATS attendance/billing and what you were paid, you must notify the CCCAP Case Manager who authorized the care immediately. Manual claims must be submitted within 60 calendar days from the care month. Manual claims must be submitted by the provider, to the county within 60 calendar days from care month or provider forfeits payment. Verification of attendance for days claimed should be provided with the manual claim form. The reason for the manual claim is to be documented on the form. Manual claims are to be processed by the county within 30 days of receipt. Payment occurs within 3 business days of the date the county processes the claim and is deposited in the same method as automated payments. Manual Claim forms are to be submitted to the county at: 14980 E. Alameda Dr. Aurora, Co., 80012 Email: [HSFinanceCCAP@arapahoegov.com](mailto:HSFinanceCCAP@arapahoegov.com) and/or FAX 303-636-1906

**Errors with ATS and/or PIN issues** Any errors/issues must be reported timely to support manual claim payment. Provider and client should contact the ATS help desk at [CDHS\\_ATS\\_helpdesk@state.co.us](mailto:CDHS_ATS_helpdesk@state.co.us)

For CCCAP Program rule, reference the official Colorado Code of Regulations (CCR) 2503-9 available at [www.coloradoofficeofearlychildhood.com](http://www.coloradoofficeofearlychildhood.com) (CCR2503-9 3.911.FFF, GGG; 3.913.1.D.2; 3.913.2 W.; 3.914.4.B.4)

**Please sign and return this copy of the policies to:**

Arapahoe County Human  
Services/Finance 14980 E. Alameda



Pkwy. Aurora, Co. 80012  
HSFinanceCCAP@arapahogov.com

Tracy Seul #1541340  
\_\_\_\_\_  
Child Care Provider - Print Name Provider Number

Tracy Seul 3/18/20  
\_\_\_\_\_  
Child Care Provider - SIGNATURE Date

Rev  
4-19



## Preschool Tuition Rates 2019-2020

Our child care center offers preschool education and care for students 3-16 years of age.

- We are a tuition based preschool that invoices once at the beginning of the school year for the days you are scheduled to attend, or monthly in 10 installments from July 15 to April 15.
- A \$200 non-refundable registration fee is due upon enrollment to guarantee your child's spot. If the registration fee is not paid, we cannot guarantee the spot will be available. The registration fee will be used for supplies during the school year.
- Sick days and vacation days are non-refundable.
- Credits are not given for snow day closures or other emergencies.
- Monthly invoices will be provided on the 15th day of the month. If you have not received your bill, please inform Kathy Boscia, Office Manager, immediately. Payment is due by the 15th of the month. A late payment fee of \$50 will be assessed to all accounts not paid in full by the end of month.

### Rates

We are open from 7am – 6pm Monday – Friday. We are flexible with the days and times you need each day. If you only need additional hours occasionally, the charge is \$7 per hour in addition to the preschool day rate. If you need extra hours on a consistent basis, choose the hours that best fit your day.

#### *Preschool day*

8am - 12pm	3 days a week	\$300/month (\$25/day)
8am - 3pm	3 days a week	\$450/month (\$37.50/day)
8am - 3pm	5 days a week	\$600/month

#### *Lunch Bunch (invoiced separately)*

12pm - 1pm	any day	\$5/day
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#### *Before and After Care*

7am - 8am and/or 3-6pm - \$7/hour



EXHIBIT

38



# Update on Guidance for Participation in UPK

May 26, 2023

St. John Paul II Center for the  
New Evangelization

PL\_0003712

# Opening Prayer



PL\_0003713

## Targets:

- Provide an update on the Archdiocese of Denver's guidance on participation in UPK.
- Discuss a path towards securing participation and the implications of engaging in this manner.
- Provide information and responses to questions and concerns.



PL\_0003714



## Where we have been...

**January 14, 2023:** Direction provided by Fr. Randy Dollins, VG:

*While this appears to be a great benefit for families and a great opportunity for access to funding for our Catholic preschool programs, in our review of the UPK statutes, with the help of our legal counsel, **we have found significant concerns with the following non-discrimination requirements:***

*26.5-4-205. Quality standards:*

*...b) A REQUIREMENT THAT EACH PRESCHOOL PROVIDER PROVIDE ELIGIBLE CHILDREN AN EQUAL OPPORTUNITY TO ENROLL AND RECEIVE PRESCHOOL SERVICES REGARDLESS OF RACE, ETHNICITY, RELIGIOUS AFFILIATION, SEXUAL ORIENTATION, GENDER IDENTITY, LACK OF HOUSING, INCOME LEVEL, OR DISABILITY, AS SUCH CHARACTERISTICS AND CIRCUMSTANCES APPLY TO THE CHILD OR THE CHILD'S FAMILY.*

*...*

*Therefore, due to the significant risk involved and until such a time as religious exemptions can be guaranteed by UPK, **parishes and their preschool programs are directed to not enter into any agreements with the state for UPK.***

**February 13, 2023:** Colorado Catholic Conference appealed to the Governor's Office with suggested language, citing US Supreme Court precedent.



PL\_0003715

Where we have been...

**February 17, 2023:** Appeal to Governor Polis with coalition representing various faith groups requesting an exemption from problematic regulations.



Friday, February 17, 2023

Dear Governor Polis:

We write today as a statewide coalition of Colorado private schools, policy leaders, and scholarship-granting organizations to request that your office intervene in the implementation of Colorado's Universal Preschool Program (UPK) with regard to the participation of faith-based providers.



PL\_0003716

## Where we have been...

**February 28, 2023:**  
Received response  
from Dr. Lisa Roy,  
Executive Director,  
CDEC

As Executive Director for the Colorado Department of Early Childhood (CDEC), I do not have the authority to create an exemption that excludes faith-based providers from the above statute. Additionally, an exemption would be inconsistent with statute and therefore void under the State Administrative Procedure Act. § 24-4-103(8)(a), C.R.S. Only the legislature has authority to make statutory changes.

While CDEC is aware of your concerns, faith-based providers can, and are encouraged to, participate in the UPK program. To that end, we created an interfaith working group, which meets weekly, to problem solve issues as they arise from within the faith-based community and facilitate participation.

710 S. Ash Street, Denver, CO 80246 P 1.800.799.5876 cdec.colorado.gov  
Jared Polis, Governor | Dr. Lisa Roy, Executive Director



PL\_0003717

## Current reality...

- Good faith efforts to work with the state have not yielded the exemption we have sought
- Denver Preschool Program : 9 schools currently participating in DPP receiving a total of \$587,699 (support ranging \$14 K - \$126 K)
- Preschool numbers holding steady despite current 'do-not-participate' directive. Question: *How much longer? Impact on low to middle income families?*



PL\_0003718

## Current reality...

- The Archdiocese does not desire schools to become overly dependent on state/federal money, but also holds with the Church that: *"... it becomes the duty of the State, indeed it is the easier and more reasonable method of procedure, to leave free scope to the initiative of the Church and the family, while giving them such assistance as justice demands... as is evidenced by the financial aid granted by the State to the several schools demanded by families," (Divini Illius Magistri, # 81)*
- State continues to push a platform and approach with little to no interest in providing just exemptions to respect our sincerely held religious beliefs, which we share with various faith groups in our state



PL\_0003719

Where do we go from here?

- We continue to have significant concerns with the regulations of UPK, but believe there is significant court precedent to support an exemption.
- The Bishops and the Colorado Catholic Conference are ready to support ensuring protections for our sincerely held religious beliefs.



PL\_0003720



## Where do we go from here?

- For parishes interested in pursuing the pathway:
  - 1) Register with the Local Coordinating Organizations (LCO) to be a provider
  - 2) Return the Service Agreement unsigned to the Department of Early Childhood or LCO (e.g., DPP), with the provided letter (on your letterhead) attached

Password: AODUPK2023!

- 3) Send a copy of your communication to the Office of Catholic Schools.



PL\_0003721

# Q uestions and D iscussion



PL\_0003722

**EXHIBIT**

**39**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No. 1:23-cv-02079-JLK

ST. MARY CATHOLIC PARISH IN LITTLETON; ST. BERNADETTE CATHOLIC PARISH  
IN LAKEWOOD; LISA SHELEY; DANIEL SHELEY; and THE ARCHDIOCESE OF  
DENVER,

Plaintiffs,

v.

LISA ROY, in her official capacity as Executive Director of the Colorado Department of Early  
Childhood; and DAWN ODEAN, in her official capacity as Director of Colorado's Universal  
Preschool Program,

Defendants.

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**DECLARATION OF DAWN ODEAN**

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I, Dawn Odean, pursuant to 28 U.S.C. § 1746, do depose and state as follows:

1. I am over 18 years of age. I am a citizen of the United States and resident of the  
State of Colorado. I am competent to make this declaration under oath, and make this  
declaration based on my personal knowledge.

2. I am the Director of the Universal Preschool Program (the "UPK program") for  
the Colorado Department of Early Childhood. I assumed my position as Director of the  
Program on August 15, 2022.

**Background of the UPK program**

3. Since 1988, Colorado has steadily increased its investment in high-quality  
preschool programming. In 1988, Colorado established the Colorado Preschool Program,  
which focused on serving Colorado's most in-need families. Nevertheless, in 2019-2020, the  
Colorado Preschool Program was able to serve only approximately 25 percent of Colorado's  
four-year-old children.

4. In the 2020 general election, Colorado voters overwhelmingly approved proposition EE, establishing a dedicated source of funding for statewide, voluntary, universal preschool.

5. All the prior responsibilities of the Department of Human Services for administering early childhood programs and services, including the preschool UPK program, were transferred to the Colorado Department of Early Childhood (the “Department”) on July 1, 2022. Families of children in the year before they are eligible for kindergarten, and qualifying three-year-olds, can apply for the UPK program. Every child is eligible for up to a half-day (15 hours) of state-funded, voluntary preschool each week the year before they are eligible for kindergarten. The Department was charged with identifying and recruiting preschool providers throughout the state to participate in the UPK program. The Department’s mission for the UPK program is to provide early childhood opportunities for all children in Colorado and prioritize the equitable delivery of resources. The UPK program is statutorily required to provide a “mixed delivery system” of preschools which includes public, private, and parochial schools. The UPK program allows families to choose the right setting for their child, whether it is in a licensed community-based, school-based, or home-based preschool environment.

6. The Department has actively reached out to public, private, and parochial preschools and engaged them in discussions regarding the UPK program. Colorado welcomes preschool providers of all types to participate in the UPK program—religious, secular, or otherwise.

7. The Department convened a faith-based work group which met on a bi-weekly basis from December 20, 2022, through June 13, 2023. The purpose of the group was to ensure the Department was inclusive of faith-based providers. A representative of St. Mary Catholic School in Littleton, one of the Plaintiffs here, participated regularly in the work group and frequently conveyed what she asserted were the views of the Denver Archdiocese.

8. One product of this bi-weekly dialogue with faith-based providers is the ability of faith-based providers to give a preference to members of their own congregations. Faith-based providers participating in the UPK program may give preference to members of their congregation by reserving all or a portion of their preschool seats for their congregation members, and may decline a match from a family that is not part of their congregation. Through its ongoing rulemaking process, described in more detail below, the Department is currently evaluating how broadly or narrowly to define “congregation” for this purpose.

9. After the Department had providers enrolled in the UPK program, it started the process of matching families to those providers. Before a family is matched with a provider, the family chooses up to five providers and ranks them from one to five. The Department will only match children with one of the family’s choices. If none of the family’s choices are available, the family will have the opportunity to select additional providers for their child. Ultimately, families must accept a match before their children can be enrolled with a provider. Of the children matched to providers, 94% of families received one of their top 2 choices and 82% of families received their top choice. As of September 2023, over 38,000 children and roughly 1,900 preschool providers are participating in the UPK program mixed delivery system.

10. Currently, there are 40 faith-based providers participating in the UPK program and 904 children have been matched to faith-based providers.

#### **Quality Standards Required by Law**

11. Colorado law requires the Department to develop and establish in rule the Quality Assurance Standards that each preschool provider must meet to receive program funding. Colo. Rev. Stat. § 26.5-4-205(1)(a). These standards must reflect national and community-informed best practices, and the Department must work with families, educators, and program administrators to review and revise them as necessary.

12. By statute, the Quality Assurance Standards must also include a requirement that each participating preschool provide eligible children with an equal opportunity to enroll and

receive preschool services regardless of race, ethnicity, religious affiliation, sexual orientation, gender identity, lack of housing, income level, or disability, as such characteristics and circumstances apply to the child or the child's family. Colo. Rev. Stat. § 26.5-4-205(2)(b). To implement this antidiscrimination provision, participating preschool providers must enter into a Program Service Agreements (the “Agreement”) with the Department in which they agree not to discriminate on the basis of the protected classes identified in section 26.5-4-205(2)(b).

13. The UPK program is at the early stages of its rulemaking as it relates to Quality Assurance Standards. On September 11, 2023, the Department held a public stakeholder webinar to discuss the Quality Standards. The Department accepted stakeholders’ written comments, suggested questions for inclusion in the Department’s FAQs, and suggested changes to the Quality Standards up through September 22, 2023. The Department will review and consider all submitted feedback before drafting proposed rules for the Quality Standards.

14. Anyone, including all child care providers, are welcome to participate in that process as a stakeholder. The proposed rules will be reviewed by the Department’s Rules Advisory Council<sup>1</sup> early next year. Once the Quality Assurance Standards are adopted in rule, they will not become effective until the 2024-2025 school year. The prior rules adopted by the Department of Human Services continue in effect and apply until the Department promulgates Quality Assurance Standards in rule. Colo. Rev. Stat. § 26.5-1-106(1)(c). All rules promulgated by the Department must increase equity in access to programs and services. Colo. Rev. Stat. § 26.5-1-105(1)(a)(III).

15. As indicated, through its ongoing rulemaking process, the Department is currently evaluating how broadly or narrowly to define “congregation.” As discussed, faith-based providers participating in the UPK program may give preference to members of their

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<sup>1</sup> See Colo. Rev. Stat. § 26.5-1-105(2)(a) and (j)(2023).



congregation by reserving all or a portion of their preschool seat for their congregation members.

16. The Department interprets and applies Contractual Provision 18(B) in the Agreement—which Plaintiffs call the “Catch-all” provision—to permit religious organizations to hire co-religionists in accordance with federal law and to protect religious organizations’ employment decisions about their ministerial employees in accordance with federal law. The Department disavows enforcement of Contractual Provision 18(B) against religious providers who hire co-religionists in accordance with federal law, and against religious providers’ employment decisions involving their ministerial employees as protected by federal law.

17. The Department has not sanctioned or disciplined any faith-based preschool provider in the UPK program, nor has it filed any action to enforce any terms in the Agreement against a provider. The Department is the only entity with authority over the UPK program and the only entity with the ability to enforce compliance with the Agreement.

18. The two Plaintiff schools here—St. Mary Catholic Preschool and Wellspring Catholic Academy of St. Bernadette Catholic School—are not currently participating in the UPK program and have not signed the Agreement.

19. I am aware from my work with the Department, including its convening of the faith-based work group, that other faith-based providers strongly disagree with Plaintiffs’ decisions not to participate in the UPK program based upon their desire to reserve the ability to discriminate against LGBTQ families and children.

#### **Colorado’s regulation of childcare facilities**

20. In addition to the Department’s oversight of UPK program providers, licensed child care providers, including preschools, are subject to licensing requirements that long predate the UPK program. *See* 12 C.C.R. 2509-8. The state often receives complaints regarding licensed child care facilities from concerned parents, guardians, community and family members. The complaints run the gamut, from allegations of child abuse or neglect to

child care staff not having proper certifications or qualifications. The Department has access to the records of any and all complaints made against any licensed childcare facility for as long as the facility has had a child care license.

21. Thirty-five schools affiliated with the Denver Archdiocese, including the two Plaintiff schools in this case, hold child care licenses. Some have a history of complaints, with the oldest complaint dating to 1992 involving alleged harsh treatment of a child. None of the 35 schools, however, has any history of a complaint from an LGBTQ family or other person alleging LGBTQ-based discrimination.

22. Wellspring Catholic Academy of St. Bernadette Catholic School has been licensed as child care facility since 2007. The state has no records of complaints of any kind against it during that time.

23. St. Mary Catholic Preschool has been a licensed child care facility since 2006 and has two complaints against it during that time: (i) for dispensing the wrong medication to a child in 2017, and (ii) for failing to report an injury in 2009.

24. Neither of the Plaintiff schools has any history of a complaint from an LGBTQ family or other person for LGBTQ-based discrimination.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 6<sup>th</sup> day of October 2023.

/s/ Dawn Odean

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Dawn Odean

**Expert Witness Report of Abbie E. Goldberg, Ph.D.**  
in the matter of *St. Mary Catholic Parish in Littleton v. Roy* (Federal District of Colorado)

**INTRODUCTION.**

I have been retained by the Attorney General’s Office of the State of Colorado to render opinions in this matter, including the psychological and community safety provided by laws protecting children and their families facing sexual orientation and gender identity discrimination, the value of access to free or subsidized preschool for vulnerable families, including LGBTQ+ families, and the harm that discriminatory treatment or erasure visits upon these already marginalized and underserved families. These opinions are based upon my knowledge, education, training, and experience, and the materials reviewed as described below, as well as my mutual exchange of drafts with Dr. Tishelman and counsel in this matter, which Dr. Tishelman and I believe is best expressed in these complementary reports.

I believe that this report will aid the Court in better understanding the strong empirical literature and support – and the reliability thereof – underpinning the disputed non-discrimination clause used in the state’s universal preschool program (UPK), and the critical importance of creating a preschool setting with enforceable physical and psychological safety for all children and families.

**EXPERIENCE AND QUALIFICATIONS.**

I am a clinical psychologist and professor in the Department of Psychology at Clark University in Worcester, Massachusetts, where I also serve as the Director of Women’s and Gender Studies. I am the current holder of the Jan and Larry Landry Endowed Chair (2020-2028). I am also a faculty affiliate at the Williams Institute at the UCLA School of Law. I have previously held distinguished visiting professorships at UMass Amherst and the Williams Institute. I graduated summa cum laude from Wesleyan University with a BA in psychology, and

received an MA in psychology and a Ph.D. in clinical psychology from the University of Massachusetts Amherst.

I am an internationally recognized expert on LGBTQ+ parenting. I have been the keynote or plenary lecturer for many conferences, and I have facilitated many invited workshops and talks to diverse audiences, including attorneys, judges, and social workers. During the Obama administration, I was invited to the White House to present my research on LGBTQ+ parenting. My research has been cited in numerous amicus briefs filed in cases related to marriage equality, gay adoption, trans civil rights, and other topics (e.g., *Obergefell v. Hodges*, 2015; *Fulton v. City of Philadelphia*, 2021). I have served as a consultant on several child custody cases involving same-sex couples, and have completed training in divorce mediation to deepen my understanding of the challenges that families and professionals face in such cases.

For over two decades, my research has focused on LGBTQ+ parent families, adoption and the child welfare system, and, increasingly, the intersection between psychology and the law. I have conducted research with children and young adults raised by LGBTQ+ parents; divorcing LGBTQ+ parents; bisexual mothers; and adoptive and foster parents, including those raising high-needs children. In addition, I have interviewed child welfare workers, attorneys, and teachers regarding their perspectives on and interactions with LGBTQ+ and adoptive families.

For 18 years, I have been conducting a longitudinal study of lesbian, gay, and heterosexual couples and their adopted children. Most of the children are of color, and most of the parents are white. In turn, I have published widely and consistently on transracial adoption, particularly among LGBTQ+ parents. Because I have been following this group of families for so long, a subsample of the parents have separated or divorced, enabling me to focus on the

predictors and experiences of same-sex parent relationship dissolution, a topic that I focused on in an edited book with Adam Romero, JD.

I am the author of over 150 peer-reviewed articles and over 25 book chapters. I am also the author of four books: [\*LGBTQ Family Building: A Guide for Prospective Parents\*](#) (American Psychological Association, 2022); [\*Open Adoption & Diverse Families: Complex Relationships in the Digital Age\*](#) (Oxford, 2020); [\*Gay Dads\*](#) (NYU Press, 2012), and [\*Lesbian and Gay Parents and their Children\*](#) (American Psychological Association, 2010; Winner of the APA Division 44 Book Award for 2010). I am the editor/co-editor of five books: [\*The \(Mis\)Representations of Queer Lives in True Crime\*](#) (Routledge, 2023); [\*LGBTQ-Parent Families: Innovations in Research and Implications for Practice\*](#) (Springer, 2013, 2020); [\*LGBTQ Divorce and Relationship Dissolution\*](#) (Oxford, 2019; Included on the 2019 Over the Rainbow Recommended Book List); [\*The SAGE Encyclopedia of Trans Studies\*](#) (SAGE, 2020; Starred Review in 2021 by *Library Journal*); and [\*The SAGE Encyclopedia of LGBTQ Studies\*](#) (SAGE, 2016; Winner of the APA Division 44 Book Award for 2016; Named a Best Reference Title of 2016 by *Library Journal*; Named an Editor's Pick for 2017 by *Choice*). I recently edited the 2<sup>nd</sup> edition of *The SAGE Encyclopedia of LGBTQ Studies*, which is due out in January 2024.

I currently serve as a Deputy Editor of the *Journal of Marriage and Family*, and serve as an editorial board member on seven journals. I have received research funding from the National Institutes of Health, the American Psychological Association, the Alfred P. Sloan Foundation, the Williams Institute, the Society for the Psychological Study of Social Issues, and the Spencer Foundation, among other sources.

I teach graduate and undergraduate courses in sexuality, gender, families, family diversity, and research methods, among other topics. I have also taught *Ethics in Clinical*



*Psychology* to doctoral students in Clinical Psychology for 18 years. Other popular courses that I teach regularly include *True Crime: Race, Sexuality, and Gender as Lenses*, *Psychology of Sexual Orientation*, *Contemporary Families*, and *Human Sexuality*. My more extended curriculum vitae is attached as Exhibit 1.

#### **COMPENSATION AND PRIOR TESTIMONY.**

My compensation chart is attached as Exhibit A. I have not yet issued invoices or been paid to date.

My respective prior deposition or trial testimony is listed in Exhibit B.

#### **MATERIALS REVIEWED.**

In the very short time that I have had to consider this case (I was first contacted by the AG's Office on November 21), I have focused my review on the Amended Complaint (ECF No. 31-1 I am advised), specifically the description of Colorado's universal preschool program (UPK) and its statutory and contractual non-discrimination proviso, as well as the claims made by the Plaintiffs in this action, along with their Exhibits to the original Complaint (ECF No. 1-1 through 1-12) and Amended Complaint (ECF No. 30-1 through 30-10).

I am also familiar with the scholarly work of Dr. Amy Tishelman prior to this case. In preparation for this case, I have thoroughly reviewed Dr. Tishelman's report of this date, and I am generally familiar with the references and citations therein. I support her discussion of the topics in her report. I would like to offer complementary scholarly opinions as follows:

#### **OBSERVATIONS AND OPINIONS.**

As background, we each found the following facts and issues as being particularly salient to our respective review and opinions:

1. From the materials, we understand that the citizens of Colorado passed a UPK initiative in 2020 providing a dedicated source of funding for statewide, voluntary, universal preschool.
2. The Colorado legislature then established a “mixed delivery” system that enables parents to choose preschool providers for their children from as broad a range as possible within their communities. Colo. Rev. Stat. § 26.5-4-204(2).
3. The statute and compliant contractual documents recite that participating preschools must provide eligible children with an equal opportunity to enroll and receive preschool services regardless of race, ethnicity, religious affiliation, sexual orientation, gender identity, lack of housing, income level, or disability, as such characteristics and circumstances apply to the child or the child's family. Colo. Rev. Stat. § 26.5-4-204(2)(b).
4. Under this system, licensed childcare centers operated by parochial schools, like those within the Archdiocese of Denver, are considered eligible providers. Colo. Rev. Stat. § 26.5-5-303(3).
5. We understand that there is a dispute about whether such volunteer parochial school providers can take state monies to participate in the program while at the same time screening families from joining their preschool or expelling children already enrolled in their preschools based on the school’s assessment of that family’s adherence to the sexual orientation and gender identity beliefs and moral teachings of the Archdiocese of Denver.

**Issues of Access: LGBTQ+ Parents Are a Vulnerable Group that Need Access to Affordable, Accessible Pre-K**

LGBTQ+ parents are often living in poverty and/or in rural areas, presenting challenges in accessing affordable early childhood education. In fact, lower-income LGBTQ+ parents seeking preschools for their children describe greater constraints on their choices and are more

likely to emphasize cost as a factor in their preschool decision-making than higher-income LGBTQ+ parents (Goldberg & Smith, 2014a). Those living in more rural and/or politically conservative regions also describe fewer options when selecting a preschool (e.g., fewer secular and/or accepting preschools; Goldberg, 2014). And, poverty and rurality overlap: nearly two thirds (64%) of rural counties have high rates of child poverty, compared to 47% of urban counties (Schaefer et al., 2016).

Therefore, LGBTQ+ parent families represent a group that, in the absence of accessible and cost-effective early childhood education, may be unable to access preschool education for their children—which has numerous potential social and educational costs, inasmuch as preschool is associated with enhanced socioemotional skills as children develop the building blocks for formal schooling (Child Care Services Association, 2022; Moore et al., 2015). Ideally, preschools will serve as affirming environments for LGBTQ+ parents and their children, who may encounter hostility in their broader communities—particularly rural and/or politically conservative communities (Oswald et al., 2020).

**POVERTY STATISTICS.** Certain subgroups of LGBTQ parents as a whole are particularly vulnerable to having few choices when it comes to affordable and accessible early childhood education. LGBTQ people are more likely to live below the poverty line (17% vs. 12% among cisgender heterosexual people, in 2020); and, LGBTQ parents with children are at greater risk of living below the poverty line than their heterosexual cisgender counterparts (Wilson et al., 2023). For example, in 2020, 24% of cisgender heterosexual parents with children <18 living in the household had family incomes below the poverty line, compared to 36% of LGBTQ parents with children. There were decreases in the number of families living in poverty overall in 2021, but the discrepancies held: namely 16% (cisgender heterosexual parent families) and 26% (LGBTQ parent families) were below the poverty threshold in 2021. Furthermore, the groups within the LGBTQ community who are most likely to have children—bisexual/lesbian cis women—had higher rates of poverty (approximately 29%) compared to gay/bisexual men (approximately 19%) (Wilson et al., 2023). Thus, LGBTQ parents are one group that is likely to face barriers in accessing high quality affordable child care

and preschool, and benefit directly from free preschool—as do their children, who otherwise might not be able to enjoy the benefits of early childhood education.

RURAL STATISTICS. Furthermore, LGBTQ parents are more likely to be parenting in rural areas, significantly impacting their access to high quality and affordable educational opportunities. In fact, research shows that the highest rates of parenting by both same-sex couples and LGBT individuals are in the most rural regions of the United States: 24 of the 30 states with a higher-than-nationwide rate of same-sex couples raising children are majority-rural states (Movement Advancement Project, 2019). In the Midwest, Mountain, and Southern regions—which are heavily rural and also where almost two-thirds of LGBTQ people live currently—there are particularly high rates of same-sex couples parenting. In Mississippi, for example, nearly 26% of same-sex couples who live in the state are raising children (Hasenbush et al., 2014). Families in rural areas face challenges in accessing early childhood education and preschool in general. For example, an analysis of the availability of child care across eight states found that 55% of children in rural communities live in areas without a child care center, or where the child population was greater than three times the child care capacity, whereas in urban areas, only about one-third of children live in areas with low or no availability (US Department of Health & Human Services, 2020).

**Issues of Equity: Children of LGBTQ+ Parents Have an Interest in an Equal Education, Free from Fear**

The context in which a child with LGBTQ+ parents is raised matters significantly to their mental health. In particular, community and school contexts—where the child lives and attends school—matters greatly (Goldberg & Garcia, 2020). Specifically, when school climate, and school policies are implicitly or explicitly stigmatizing of LGBTQ+ identities, both children of LGBTQ+ parents and LGBTQ+ parents themselves experience compromised well-being, less satisfaction with school, and a lower sense of ‘belonging’ at the school (Goldberg & Byard, 2020). Preschool-aged children specifically are impacted by the messages they receive about their families, at home and at school—as well as potential disconnects between those messages.

Ideally, preschool aged children receive several key messages related to family diversity (families come in all shapes and sizes), love (they are loved; love is an important part of what makes a family) and values (all families are valid; no one type of family is better than others)

(Goldberg, 2022). When school culture communicates such messages, this helps to validate for children the worth of their families. By contrast, messages (e.g., communicated by religious institutions or schools) that equate homosexuality with mental illness are, in addition to being factually inaccurate, quite harmful, and perpetuate stigmatizing ideas against LGBTQ+ people (Wilkinson & Pearson, 2009). Such messages will negatively impact children, in that they can create a sense of confusion and distress, in that they love someone whose fundamental identity is being equated with illness and deviance (Daly et al., 2015; Goldberg & Allen, 2020; Jenkins, 2013).

Research has established links between school culture and child and family outcomes in LGBTQ+ parent families. In a recent study of LGBTQ+ parents, parents who reported less positive school climates (e.g., less LGBTQ+-friendly) also reported more emotional and behavioral challenges in their children (Goldberg & Garcia, 2020). Relatedly, another study found that children with LGBTQ parents who were victimized more at school exhibited more behavioral challenges—however, this effect was buffered by the presence of LGBTQ curricula, such that victimized youth whose schools taught about LGBTQ people and events were less likely to demonstrate problem behavior than victimized youth whose schools lacked LGBTQ-inclusive curricula (Bos et al., 2008). And, in fact, both children with LGBTQ parents and LGBTQ children show compromised psychosocial adjustment when they attend schools characterized by an anti-LGBTQ+ climate (Bos & Gartrell, 2010; Kosciw et al., 2013). This is concerning, given that a hostile school climate can destabilize the learning environment for children and compromise their educational progress (Goldberg & Byard, 2020).

Significantly, there are advantages of an LGBTQ+-tolerant climate for all students. For example, multiple state, national, and international studies show that enumerated anti-bullying

policies that are inclusive of sexual orientation and gender identity (SOGI) are associated with improved education environments for both LGBTQ+ students and non-LGBTQ+ students (Berger et al., 2019; Kosciw et al., 2020; Kull et al., 2020; Meyer et al., 2019). Further, schools with clubs that are explicitly inclusive of LGBTQ+ students tend to be characterized by greater feelings of safety and belonging and less bullying/victimization among both LGBTQ+ and heterosexual students (Kosciw et al., 2020; Poteat et al., 2013, 2019; Saewyc et al., 2014).

### **Parents as Partners in Education: The Importance of Parent Involvement and the Costs of Stigmatization**

Parents' interactions with teachers and other parents in school settings can be a source of support, connection, tension, and/or alienation, and are significant to parents' overall school involvement, which in turn has implications for child academic and psychosocial adjustment. Children do better when their teachers and parents are partners in their educational experience, connecting authentically and working together for the benefit of the student (Annie E. Casey Foundation, 2022).

Yet LGBTQ+ parents are vulnerable to both explicit and implicit marginalization by teachers and other parents in schools (Goldberg, 2014; Goldberg & Smith, 2014a; Goldberg et al., 2017). In turn, when LGBTQ+ parents feel alienated from or discouraged from engaging with their children's school or daycare, this may carry costs to their children (as well as the school, which benefits from parent involvement) (Goldberg et al., 2020). For example, Goldberg and Smith (2014b) found that LGBTQ+ parents who felt more accepted by other parents reported more involvement (e.g., volunteering) and better parent-teacher relationships; socializing with other parents was also related to greater involvement. Further, parents who reported negative interactions with teachers surrounding their families' differences reported poorer mental health



in their children—at a later time point, suggesting that negative experiences in the school realm were prospectively linked to more child emotional/behavioral problems later on (Goldberg & Smith, 2014b).

Patterns of parent engagement are established early, such as in early childhood educational settings. In turn, parents’ initial experiences with teachers and other parents—whether they feel accepted, included, and validated—can have long-lasting impacts on their school engagement (Annie E. Casey Foundation, 2022; Goldberg, 2014). Research on LGBTQ+ parents’ experiences in preschool environments specifically suggests that parents appreciate inclusive language in the classroom and on school forms (e.g., Parent 1 and Parent 2) (Goldberg, 2014); in turn, such actions on the part of schools, while basic, convey basic respect and can chart the course for more productive and positive parent-school relationships. Further, such actions are crucial in creating a safe environment for all preschool children and their families.

Signed on December 8, 2023 (original on file with counsel)

/s/ Abbie E. Goldberg

ABBIE E. GOLDBERG, Ph.D.

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## **Exhibit 71: Draft UPK Colorado Program Rules and Regulations\***

\* Exhibit 71 was introduced on the second day of trial as a last-minute addition by consent of the parties. It is not reflected on the Unified Exhibit List (5.App.0976) which was filed before trial.

**COLORADO DEPARTMENT OF EARLY CHILDHOOD**

**Colorado Universal Preschool Program**

**UNIVERSAL PRESCHOOL PROGRAM RULES AND REGULATIONS**

**8 CCR 1404-1**

*[Editor's Notes follow the text of the rules at the end of this CCR Document.]*

...

**4.104 DEFINITIONS**

- A. "Additional preschool services" means hours of preschool services provided to a child in the year preceding enrollment in kindergarten that are in addition to the universal preschool services the child receives.
- B. "Administrative unit" means a school district, a board of cooperative services, a multi-district administrative unit, a charter school network, a charter school collaborative, or the state charter school institute that is providing educational services to exceptional children and that is responsible for the local administration of the education of exceptional children pursuant to article 20 of title 22.
- C. "Administrator" means an employee that oversees program operations, making pedagogical or curricular decisions, or planning for professional development of educators employed by the program, at either the eligible preschool provider or at an entity or organization that exercises control and oversight over the eligible preschool provider, including school districts and boards of cooperative services. The Administrator may or may not be responsible for direct care of children. For purposes of these rules, "administrator" shall include all primary providers of family child care homes, and may include an applicant 2, equally qualified provider, or qualified substitute as defined in rule sections 4.104(C), (FF), (R), and (JJ).
- D. "Applicant 2" means an individual that resides in a family child care home and provides care regularly, in a recurring pattern and must have the same required training as the Primary Provider as defined in the "Rules Regulating Family Child Care Homes" located in 8 CCR 1402-1, rule section 2.304(A)(5).
- E. "Child Find" means the program component of IDEA that requires states to find, identify, locate, evaluate, and serve all children with disabilities, from birth to twenty-one (21) years of age. Child Find includes: (a) Part C child find, which is the program component of IDEA that requires states to find, identify, locate, evaluate, and serve children with disabilities from birth through two (2) years of age; and (b) Part B child find, which is the program component of IDEA that requires states to find, identify, locate, evaluate, and serve children with disabilities from three (3) to twenty-one (21) years of age.
- F. "Children with disabilities" has the same meaning as provided in section 22-20-103, C.R.S.
- G. "Classroom" means the educational or instructional location used to support a preschool program by any Preschool Program provider, including schools, child care centers, family child care homes, or other approved Colorado Universal Preschool Program locations.



- H. “Colorado Academic Standards” means the comprehensive set of academic standards across all content areas adopted by the state board of education pursuant to section 22-7-1005, C.R.S.
- I. “Colorado Early Learning and Development Guidelines” means the set of guidelines across all early childhood domains endorsed by the early childhood leadership commission that includes approaches to learning, health and physical development, social and emotional development, language, literacy, numeracy, logic and reasoning, and other subject-specific learning.
- J. “Colorado Universal Preschool Program” or “Preschool Program” means the program established within the Department pursuant to section 26.5-4-204, C.R.S., and includes all participating preschool providers.
- K. “Colorado’s Competencies for Early Childhood Educators and Professionals” means the set of content areas, or domains, that describe the knowledge and skills early childhood educators need to work effectively with children, and are updated, maintained, and published by the Department.
- L. “Congregation” means a religious-based convocation, or multiple religious-based convocations, of individuals in a particular geographic area who share a common set of beliefs and who collectively engage in conduct with a direct nexus to that shared common set of beliefs.
- M. “Cooperative preschool provider” means an eligible preschool provider which requires participating families to be meaningfully involved in the operation of the cooperative and which is at least substantially operated, maintained, or administered by participating families.
- N. “Department” means Colorado Department of Early Childhood.
- O. “ECEA” means the “Exceptional Children’s Educational Act”, Article 20 of Title 22, and its implementing rules.
- P. “Early childhood mental health program” means a program which supports the mental wellness of children, or promotes the knowledge, ability, and capacity of individuals who support the mental wellness of children, in order to address and enhance the social, emotional, cognitive, or behavioral developmental needs of children, including children aged birth to six.
- Q. “Early learning and assessment approach” means the eligible preschool provider’s chosen methods for selecting, planning, and implementing activities; observing; documenting; and monitoring designed to support children’s learning and development, in alignment with the Colorado Early Learning and Development Guidelines, and includes curricula and other pedagogical methods.
- R. “Eligible child” means a child who is eligible to receive preschool services as provided in section 26.5-4-204(3), C.R.S.
- S. “Eligible preschool provider” means a preschool provider that is actively participating in the Colorado Universal Preschool Program and in good standing with the Department. As used in this context, “good standing” means that the preschool provider has either a permanent, provisional, or probationary license issued by the department, as those terms are defined and used in 8 CCR 1402-1:2.107, 2.108, and 2.109.
- T. “Equally qualified provider” means an employee of a family child care home that has the same required trainings and qualifications as the primary provider as determined in the “Rules Regulating Family Child Care Homes” located in 8 CCR 1402-1, rule section 2.304(A)(29).

- U. “Federal Poverty Level” (FPL) or “Federal Poverty Guidelines” (FPG) refers to figures set by the federal government annually. These figures, based on gross monthly income levels for the corresponding household size, are included in the table in rule section 4.106(B).
- V. “Foster care home” has the same meaning as provided in section 26-6-903(10), C.R.S.
- W. “Full-day” means thirty to forty (30 to 40) hours of preschool service per week.
- X. “Half-day” means fifteen to twenty (15 to 20) hours of preschool service per week.
- Y. “Head Start program” means a program operated by a local public or private nonprofit agency designated by the federal department of health and human services to operate a head start program pursuant to the provisions of Title V of the federal “Economic Opportunity Act of 1964”, as amended.
- Z. “IDEA” means the federal “Individuals with Disabilities Education Act”, 20 U.S.C. sections 1400 through 1491 as amended, and its implementing regulations at 34 C.F.R. Parts 300 and 303 (2023), herein incorporated by reference. No later editions or amendments are incorporated. These regulations are available at no cost from the United States Department of Education at [www.ecfr.gov](http://www.ecfr.gov). These regulations are available for public inspection and copying at the Colorado Department of Early Childhood, 710 S. Ash St. Denver, CO 80247, during normal business hours.
- AA. “Individualized Education Program” or “IEP” means a written statement for a child with a disability that is developed, reviewed, and revised in accordance with part 1 of article 20 of title 22, C.R.S., and the rules promulgated by the Colorado state board of education.
- BB. “Lead teacher” means the employee of an eligible preschool provider that is primarily assigned to a classroom and responsible for delivering instruction or leading activities. A “lead teacher” may include the primary provider, applicant 2, equally qualified provider, and qualified substitute of a family child care home provider.
- CC. “Low-income” means that the child’s parent or guardian’s gross income must not exceed 270% of the Federal Poverty Guideline (FPG).
- DD. “Multilingual” means a child who is learning two (2) or more languages at the same time, or a child who is learning a second (2nd) language while continuing to develop their first (1st) language.
- EE. “Noncertified kinship care” means a child is being cared for by a relative or kin pursuant to 19-1-103(102), C.R.S., who has a significant relationship with the child in circumstances when there is a safety concern by a county department of human or social services and where the relative or kin has not met the foster care certification requirements for a kinship foster care home or has chosen not to pursue that certification process.
- FF. “Parent” has the same meaning as provided in section 22-20-103, C.R.S.
- GG. “Part-time or slot” means ten (10) hours of preschool service per week.
- HH. “Primary provider” means the person that resides in a family child care home and provides direct care, supervision, and education to child(ren) in care for at least 60 percent of the daily hours of operation of the family child care home.
- II. “Preschool provider” means any of the following entities that are licensed pursuant to part 3 of article 5 of this title 26.5:

1. A family child care home, as defined in section 26.5-5-303, C.R.S.;
  2. A child care center, as defined in section 26.5-5-303, C.R.S.;
  3. A school district licensed to operate as a public preschool provider;
  4. A charter school licensed to operate as a public preschool provider; or
  5. A head start program.
- JJ. "Provider rate formula" means the formulas for setting the per-child rates for universal preschool services, for preschool services for children with disabilities, for preschool services for eligible children who are three (3) years of age or younger and for additional preschool services.
- KK. "Qualifying factor" means a child or family circumstance, as identified by department rule pursuant to section 26.5-4-204(4)(a)(II), C.R.S., that may negatively impact a child's cognitive, academic, social, physical, or behavioral health or development.
- LL. "Qualified substitute" means a substitute provider of a family child care home that has all required trainings and qualifications as determined in the Department's "Rules Regulating Family Child Care Homes" located in 8 CCR 1402-1 rule section 2.304(A)(71).
- MM. "Resource Bank" means the collection of preschool curricula and other approved educational approaches, toolkits, self-assessments, templates, training, and other resources for use by participating preschool providers that is created, administered, and updated by the Department pursuant to section 26.5-4-205(3), C.R.S.
- NN. "School District" means a school district organized pursuant to article 30 of title 22, C.R.S., that provides preschool services and is licensed pursuant to part 3 of article 5 of title 26.5, C.R.S., as a preschool provider; or a board of cooperative services organized pursuant to article 5 of title 22, C.R.S., that provides preschool services and is licensed pursuant to part 3 of article 5 of title 26.5, C.R.S., as a preschool provider.
- OO. "School year" means the full school year as defined by the local school board of education.
- PP. "Short term basis" means work performed in place of a regular staff member or volunteer who is unable to work their normally scheduled work hours due to a planned or unplanned event that requires the regular staff member or volunteer to be on leave for no more than two (2) calendar weeks.
- QQ. "Sibling" means one (1) or more individuals having one (1) or both parents in common.
- RR. "Staff aide" means an individual who assists the primary provider in a family child care home in the care of children at the family child care home. A staff aide must never be allowed to supervise a child(ren) alone. The primary provider, applicant 2, equally qualified provider, or qualified substitute provider must always be present at all times when the staff aide is providing care for a child(ren).
- SS. "Substitute" means a paid, volunteer, or contract individual of a family child care home responsible for caring for the children in the capacity of the employee, staff aide, or staff member. The primary provider, applicant 2, equally qualified provider, or qualified substitute must always be present at all times when a substitute is providing care for children.

- TT. “Universal preschool services” means ten hours of preschool services per week made available, at no charge, to children in the state during the school year preceding the school year in which a child is eligible to enroll in kindergarten.

#### **4.109 GENERAL REQUIREMENTS AND PROVISIONS**

- A. Beginning July 1, 2024, and continuing thereafter, all eligible preschool providers must meet the following minimum requirements as a condition of participating in the Preschool Program:
1. The minimum number of planned teacher-pupil contact hours of instructional services scheduled to be delivered by an eligible preschool provider for all students enrolled in the Preschool Program shall not be less than three-hundred and sixty (360) hours per school year.
    - a. When fulfilling this requirement, eligible preschool providers may take into consideration the number of available teacher-pupil contact hours left in the school year based on when a child enrolls in the Preschool Program, and this requirement shall not be construed as requiring three-hundred and sixty (360) planned teacher-pupil contact hours of instructional services when a child is not enrolled in the Preschool Program for the entire school year.
  2. Eligible preschool providers shall maintain staff-child ratios and maximum group sizes in accordance with the applicable maximum ratios and group sizes as determined in the “Rules Regulating Child Care Centers” located in 8 CCR 1402-1, rule section 2.217(A), except that, beginning July 1, 2025 no classroom of an eligible preschool provider shall have a staff-child ratio in excess of 1:10 or a maximum group size in excess of twenty (20); or in accordance with the primary provider’s license type for a family child care home, and the “Rules Regulating Family Child Care Homes” located in 8 CCR 1402-1, rule sections 2.305-3.310.
    - a. Notwithstanding the requirements of 4.109(A)(2), if an eligible preschool provider has applied for and received a waiver pursuant to 8 CCR 1402-1:2.115 which allows the eligible preschool provider to serve a group size which is larger than twenty (20), the eligible preschool provider is allowed to serve children in accordance with the terms of that waiver received, so long as all other requirements are met.
    - b. Nothing within this subsection (2) shall be construed as forbidding an eligible preschool provider from having multiple groups that are not separated from each other by permanent or portable dividers or walls, nor as forbidding any other conduct as allowed under 8 CCR 1402-1:2.217(A)(15)(a) - (f), so long as all other requirements are met.
  3. Eligible preschool providers must ensure that all teachers, educators, or other employees are qualified in accordance with the applicable rules and requirements as determined in the “Rules Regulating Child Care Centers” located in 8 CCR 1402-1, rule section 2.216; or in accordance with the primary provider’s license type for a Family Child Care Home, and the “Rules Regulating Family Child Care Homes” located in 8 CCR 1402-1, rule sections 2.305-3.310.
    - a. Nothing within this subsection shall be construed as requiring a preschool teacher to be licensed pursuant to article 60.5 of title 22.

- 1) This shall not be construed as preventing an eligible preschool provider from enacting additional requirements for their employees, so long as the employee meets all other qualifications as required by these rules.
- b. Eligible preschool providers must provide at least sixteen (16) hours of paid professional development time to allow employees to complete their required training, except that, a family child care home, as defined in section 26.5-5-303, C.R.S., shall not be required to meet this requirement.
- B. Eligible preschool providers must ensure that children receive an equal opportunity to enroll and receive universal preschool services regardless of race, ethnicity, religious affiliation, sexual orientation, gender identity, lack of housing, income level, or disability, as such characteristics and circumstances apply to the child or the child's family.
- C. Pursuant to section 22-33-106.1, C.R.S., all eligible preschool providers must abide by the limitations and procedures set forth regarding suspensions and expulsions for preschool through second grade.
- D. In educating children with disabilities, all eligible preschool providers shall ensure full compliance with the "Standards for Placement of Preschoolers with IEPs in Educational Programs (October 2023)", herein incorporated by reference. No later editions or amendments are incorporated. These standards are available at no cost from the Colorado Department of Education, 201 East Colfax Avenue, Denver, CO 80203; or at <https://www.cde.state.co.us/cdesped/appropriateenvironments>. These standards are also available for inspection and copying at the Colorado Department of Early Childhood, 710 S. Ash Street, Bldg. C, Denver, Colorado 80246, during regular business hours.
  1. Eligible preschool providers educating children with disabilities shall additionally ensure compliance with the applicable provisions of the "Individuals with Disabilities Education Act" (IDEA) 20 U.S.C. sections 1400 through 1491 as amended, and its implementing regulations at 34 C.F.R. Parts 300 and 303 (2023), herein incorporated by reference. No later editions or amendments are incorporated. These standards are available at <https://sites.ed.gov/idea/statuteregulations/>. These standards are also available for inspection and copying at the Colorado Department of Early Childhood, 710 S. Ash Street, Bldg. C, Denver, Colorado, 80246, during regular business hours.
  2. Eligible preschool providers educating children with disabilities shall additionally ensure compliance with the "Exceptional Children's Educational Act" (ECEA) section 22-20-101, et. seq., C.R.S., and applicable provisions of the "Rules for the Administration of the Exceptional Children's Educational Act" located in 1 CCR 301-8, herein incorporated by reference. No later editions or amendments are incorporated. These standards are available at <https://www.coloradosos.gov/>. These standards are also available for inspection and copying at the Colorado Department of Early Childhood, 710 S. Ash Street, Bldg. C, Denver, Colorado 80246, during regular business hours.
  3. This includes, but is not limited to, an eligible preschool provider's obligation to ensure children with disabilities are served in a manner which conforms to the training, certification, referral, identification, licensing, authorization, and dispute resolution requirements found in 1 CCR 301-8, rule section 3.02(3).

#### **4.110 PROVIDER MATCHING CRITERIA**

- A. Eligible preschool providers may utilize the following programmatic preferences to the deferred acceptance algorithm component of the matching process:

1. Faith-based providers granting preference to members of their congregation;
2. Cooperative preschool providers requiring participation in the cooperative;
3. School districts maintaining enrollment consistent with their established boundaries;
4. Participating preschool providers reserving placements for a student(s) with an Individualized Education Program (IEP) to ensure conformity with obligations incurred pursuant to the Individuals with Disabilities Education Act, 20 U.S.C. section 1400 (2004), or the Exceptional Children's Education Act, Article 20 of Title 22, C.R.S.;
5. Head Start programs' adhering to any applicable federal law requirements including eligibility requirements;
6. Participating preschool providers granting preference to an eligible child of one of their employees;
7. Participating preschool providers granting preference to an eligible child in order to ensure continuity-of-care for that child;
8. Participating preschool providers granting preference to an eligible child in order to keep siblings similarly located;
9. Participating preschool providers granting preference to an eligible child who is multilingual in order to ensure the proper delivery of services to that child; and
10. Participating preschool providers granting preference to an eligible child based on the child and/or family being a part of a specific community; having specific competencies or interests; having a specific relationship to the provider or to the provider's employees, students, or their families; receiving certain public assistance benefits; or participating in a specific activity. Participating preschool providers seeking to utilize this preference, must ensure:

a. That the specific community, competencies or interests, relationship, public assistance benefit, or specific activity being required of children and/or families who attend that eligible preschool provider is required of all participating children and/or families;

b. That the implementation of requiring the specific community, competencies or interests, relationship, public assistance benefit, or specific activity will not conflict with any other provision of the Colorado Universal Preschool Program statutes at sections 26.5-4-201 through 26.5-4-211, C.R.S., nor with any other applicable law or regulation; and

c. Examples include, but are not limited to, participating preschool providers who require a focus in a certain knowledge area (such as science, technology, engineering, and math ("STEM")); providers who serve families with a family member who works at a specific site(s) or location(s); providers who serve families within a specific geographical catchment area; providers who require a certain amount of volunteering or participation by the participating family; providers who require certain vaccinations for the health and safety of its staff and students; and providers who serve families who are receiving a specific public assistance benefit(s) such as housing assistance.



- B. In utilizing these programmatic preferences, eligible preschool providers must still comply with rule section 4.109(B).

#### **4.111 INSTRUCTIONAL PRACTICE REQUIREMENTS**

- A. Learning Approaches.

Beginning July 1, 2024, and continuing thereafter, all eligible preschool providers must utilize an early learning and assessment approach approved and included in the Resource Bank by the Department that:

1. Aligns with the Colorado Early Learning and Development Guidelines and the Colorado Academic Standards;
2. Uses assessment findings for instructional decision-making;
3. Is culturally, developmentally, and linguistically appropriate; and
4. Is inclusive of and appropriate for the diverse needs of each individual learner.

- B. On-Site Observations.

At least every three (3) years, eligible preschool providers will receive an independent on-site observation of environmental quality conducted by the Department. The Department will conduct these observations, in alignment with existing on-site observations performed pursuant to participation in Colorado Shines, the state quality rating and improvement system established pursuant to section 26.5-5-101, C.R.S. The Department shall conduct the observations only using staff who are trained in and familiar with assessing program environmental quality in the preschool setting. The Department shall ensure that observational methods and related resources that meet this requirement are included in the Resource Bank and will be considered and reviewed in accordance with section 26.5-4-205(3)(b) and (c), C.R.S.

1. Measurement of a preschool provider's environmental quality shall include, but not be limited to:
  - a. The quality of adult-child and child-child interactions; and
  - b. The quality of the overall learning environment, including student and staff supportive services.
2. The Department shall ensure observations are conducted in an individualized and differentiated manner so that they are specific to each provider in supporting quality improvement for educators and classrooms while incorporating that provider's level of access to resources in order to ensure these standards are supported and implemented with fidelity.

- C. Nothing in these rules shall be construed to affect an eligible preschool provider's right to engage in privately funded, inherently religious activity or affect the independence of eligible preschool providers, including any rights protected by the Colorado and U.S. Constitutions and applicable law.

#### **4.112 HEALTHY DEVELOPMENT REQUIREMENTS**

- A. Beginning July 1, 2024, and continuing thereafter, eligible preschool providers must meet the following requirements as a condition of participating in the Preschool Program:



1. Within six (6) months of participating in the Preschool Program, eligible preschool providers must create, make available publicly (either on the provider's website or in a handbook distributed to all participating families) and for the Department, and implement policies and procedures which ensure:
  - a. Beginning July 1, 2025, and continuing thereafter, the administration of developmental (including hearing, vision, and dental, as well as fine and gross motor, social-emotional, cognitive, and language) screening services, and with consent of the family, referral processes to ensure adequate access to potentially needed specialized services by participating children and families, including policies for ensuring translation services for children and families in their home language.
  - b. The Department shall ensure that the assessments, tools, and related resources that meet the requirements of rule section 4.111(A)(1)(a) are included in the Resource Bank and will be considered and reviewed in accordance with section 26.5-4-205(3)(b) and (c), C.R.S.
  - c. Eligible preschool providers will be responsible for ensuring the development of the policies and procedures as outlined in rule section 4.111(A)(1), as well as ensuring family access to the screening services, referral processes, and translation services as described in rule section 4.111(A)(1)(a). The entity or individual actually conducting the screening services, referral processes, and/or translation services, are responsible for ensuring that those services are conducted using valid and reliable methods as described in rule section 4.111(A)(2), and are included in the Resource Bank as described in rule section 4.111(A)(1)(b).
2. Any screening services, referral processes, or translation services administered pursuant to rule section 4.111(A)(1)(a), must be conducted using valid and reliable tools and other related resources that are developmentally, culturally, and linguistically appropriate, and must:
  - a. Require the screening services to be offered or coordinated within forty-five (45) calendar days of when a child first attends the eligible preschool provider;
  - b. Entail the use of research-based developmental standardized screening tools;
  - c. Meaningfully incorporate other information from family members, teachers, or other individuals with familiarity with the child's typical behavior;
  - d. Be tailored and conducted in a manner which promotes and allows for individualized usable information;
  - e. When involving a child suspected to need specialized instruction, the provider must comply with all Child Find referral procedures established by the Department of Education and refer the family to the Child Find contact in the child's administrative unit of residence; and
  - f. Ensure that participating children and families have a pathway to access early childhood mental health programs.
3. All eligible preschool providers must notify families of the opportunity to participate in an annual survey of families' experiences in regards to screening, referral, and early childhood mental health best practices to be conducted by the Department.

#### **4.113 FAMILY AND COMMUNITY ENGAGEMENT REQUIREMENTS**

- A. Beginning July 1, 2024, and continuing thereafter, eligible preschool providers must meet the following requirements as a condition of participating in the Preschool Program:
1. Within six (6) months of participating in the Preschool Program, preschool providers must create, make available publicly (either on the provider's website or in a handbook distributed to all participating families) and for the Department, and implement policies and procedures which ensure:
    - a. The usage of interpreters or other language resources to effectively communicate with families in their home language;
    - b. Seeking input from participating families on priorities, interests, home routines, and cultural and social practices;
    - c. Engaging families around goals which inform the preschool provider's interactions and instruction with children, including multilingual learners;
    - d. Engaging families and community partners in decision-making regarding the preschool provider's operations; and
    - e. Involving families in the transition of their children into and out of the Preschool Program, including between classrooms within the Preschool Program and into Kindergarten; and
    - f. The quality of program-family and program-staff interactions.
  2. All eligible preschool providers must notify families of the opportunity to participate in an annual survey of families' experiences with meaningful and culturally appropriate involvement in the program to be conducted by the Department.

#### **4.114 PROFESSIONAL DEVELOPMENT REQUIREMENTS**

- A. The Department shall ensure that professional development hours required pursuant to this rule section be in alignment with Colorado's Competencies for Early Childhood Educators and Professionals.
1. This includes alignment with the seven (7) domain areas of:
    - a. Child growth and development, and learning;
    - b. Child observation and assessment;
    - c. Family and community partnerships;
    - d. Social-emotional health and development promotion;
    - e. Health, safety and nutrition;
    - f. Professional practice; and
    - g. Teaching practices.

2. Professional development completed pursuant to the requirements located in 8 CCR 1402-1, rule section 2.216(A), to meet the licensing requirement of completing fifteen (15) clock hours of ongoing professional development each year, may be used to also fulfill the professional requirements of this rule section if it meets the applicable requirements.

B. Lead Teacher Professional Development.

Beginning July 1, 2025, within six (6) months of employment, lead teachers within Preschool Program classrooms must demonstrate completion of, at a minimum, four (4) hours of professional development in the preschool provider's selected early learning and assessment approach included in the Resource Bank and shall be aligned with the domain areas of teaching practices; child observation and assessment; or social-emotional health and development promotion.

1. Nothing within this rule section shall be construed as to prevent a preschool teacher who is licensed by the Colorado Department of Education to use the professional development required to renew their teaching license pursuant to article 60.5 of title 22, C.R.S., to also meet the requirements of this rule subsection, if it meets the applicable requirements.
2. Nothing within this rule subsection shall be construed as requiring this training for family child care home staff aides or substitutes, and shall only apply to an equally qualified provider, applicant 2, or qualified substitute as the "lead teacher".
3. Nothing within this rule subsection shall be construed as requiring this training for individuals who are employed or volunteer only on a short term basis.
4. Applicable accredited college coursework, non-expired certifications, or hours of professional development may be applied retroactively. Applicable accredited college coursework and non-expired certifications may be applied retroactively with no time limit, while hours of professional development may be applied retroactively up to a maximum of three (3) years after the date the relevant professional development is completed.
  - a. Applicable accredited college coursework which meets the requirements of this rule subsection (B) shall be credited at a rate of fifteen (15) hours of professional development for each one (1) semester credit hour.
5. Verifying documentation shall be submitted demonstrating completion of the applicable professional development in accordance with policies and procedures established by the Department and published by the Department in an easily accessible manner including, but not limited to, being posted on the Department's website.
6. Beginning July 1, 2026, and continuing thereafter, the number of hours that lead teachers within Preschool Program classrooms must demonstrate the completion of pursuant to the one-time requirement of subsection (B) of this rule section, is eight (8) hours.

C. All Staff Professional Development.

Beginning July 1, 2024, within twelve (12) months of employment at an eligible preschool provider, all staff responsible for the direct care of children (including but not limited to lead teachers, administrators, primary providers, equally qualified providers, and equally qualified substitutes) must complete, at a minimum, four (4) hours of professional development in the domain area of social-emotional health and development promotion, with at least one (1) hour of training in trauma-informed practices specific to each staff member's professional role.

1. Nothing within this rule section shall be construed as to prevent a preschool teacher who is licensed by the Colorado Department of Education to use the professional development required to renew their teaching license pursuant to article 60.5 of title 22, C.R.S., to also meet the requirements of this rule subsection, if it meets the applicable requirements.
  2. Nothing within this rule subsection shall be construed as requiring this training for family child care home staff aides or substitutes, and shall only apply to an equally qualified provider, applicant 2, or qualified substitute as the “lead teacher”.
  3. Nothing within this rule subsection shall be construed as requiring this training for individuals who are employed or volunteer only on a short term basis.
  4. Applicable accredited college coursework, non-expired certifications, or hours of professional development may be applied retroactively. Applicable accredited college coursework and non-expired certifications may be applied retroactively with no time limit, while hours of professional development may be applied retroactively up to a maximum of three (3) years after the date the relevant professional development is completed.
  5. Verifying documentation shall be submitted demonstrating completion of the applicable professional development in accordance with policies and procedures established by the Department and published by the Department in an easily accessible manner including, but not limited to, being posted on the Department’s website.
  6. Beginning July 1, 2025, and continuing thereafter, the number of hours that all staff responsible for the direct care of children must demonstrate the completion of pursuant to the one-time requirement of subsection (C) of this rule section, is eight (8) hours.
- D. Administrator and Further Lead Teacher Professional Development. Beginning July 1, 2025, within twelve (12) months of employment, all lead teachers and one (1) administrator of each preschool provider, must complete four (4) hours of professional development in the domain area of family and community partnerships.
1. Nothing within this rule section shall be construed as to prevent a preschool teacher who is licensed by the Colorado Department of Education to use the professional development required to renew their teaching license pursuant to article 60.5 of title 22, C.R.S., to also meet the requirements of this rule subsection, if it meets the applicable requirements.
  2. Nothing within this rule subsection shall be construed as requiring this training for family child care home staff aides or substitutes, and shall only apply to an equally qualified provider, applicant 2, or qualified substitute as the “lead teacher.”
  3. Nothing within this rule subsection shall be construed as requiring this training for individuals who are employed or volunteer only on a short term basis.
  4. Applicable accredited college coursework, non-expired certifications, or hours of professional development may be applied retroactively. Applicable accredited college coursework and non-expired certifications may be applied retroactively with no time limit, while hours of professional development may be applied retroactively up to a maximum of three (3) years after the date the relevant professional development is completed.
  5. Verifying documentation shall be submitted demonstrating completion of the applicable professional development in accordance with policies and procedures established by the

Department and published by the Department in an easily accessible manner including, but not limited to, being posted on the Department's website.

6. Beginning July 1, 2026, and continuing thereafter, the number of hours that all lead teachers and one (1) administrator of each preschool provider must demonstrate the completion of pursuant to the one-time requirement of subsection (D) of this rule section, is eight (8) hours.

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#### **Editor's Notes**

##### **History**

New rule emer. rule eff. 09/29/2022.

Rules 4.101, 4.104, 4.105 emer. rules eff. 11/21/2022.

Rules 4.100-4.103 eff. 01/14/2023.

Rules 4.101, 4.104, 4.105 eff. 03/17/2023.

Rule 4.105 emer. rule eff. 06/23/2023.

Rule 4.105 eff. 09/30/2023.

New Rules 4.101 – 4.103, Revised Rules 4.100-4.108 (except 4.105) eff. 01/25/24

New Rules 4.109-4.114 eff. 03/16/24.