

SUBJECT: RESOLUTION NO. 39, SERIES 2025 – A RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
THE STATE OF COLORADO CONCERNING THE COLORADO
UNIVERSAL PRESCHOOL PROGRAM

DATE: JUNE 17, 2025

PREPARED BY: KATHY MARTIN, RECREATION & SENIOR SERVICES
SUPERINTENDENT
ADAM BLACKMORE, PROS DIRECTOR

PRESENTED BY: ADAM BLACKMORE, PROS DIRECTOR

SUMMARY:

The preschool at the Louisville Recreation & Senior Center is entering its third year of participation in the Universal Preschool program (UPK). This state funded program offers 15 hours of free preschool per week for children who are 4 years old by October 1st of each school year. By participating in this program, the City of Louisville is given a “per child per month” reimbursement from the State of Colorado during the school year.

BACKGROUND / PRIOR DISCUSSIONS:

This intergovernmental agreement (IGA) has historically been seen as administrative and has not previously been approved/reviewed by City Council but has been reviewed by the City Attorney, PROS Director and City Manager each year. Continued participation in the program and approval of this IGA is supported by staff and the Recreation Advisory Board.

ANALYSIS:

Registration for the 2025-26 school has already occurred and the 4-year-old pre-school classroom is full with 18 children that will be attending the program known as Stepping Stones. UPK in Colorado provides families free, high-quality preschool for children in the year before kindergarten. The program at the Louisville Recreation & Senior Center is a half day program which offers 15 hours/week of learning.

2025 COUNCIL WORK PLAN:

UPK matches the City Council EDI lens and initiatives by offering free, high-quality preschool to any child that is eligible through the state requirements. It also touches the Safety priority by providing a safe place for youth to attend pre-school and recreate.

FISCAL IMPACT:

Budgeted?: Yes

The pre-school program is budgeted in the “Youth Activities Division” of the Recreation Fund.

ALTERNATIVE(S):

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The two alternatives to participation in this program are to not offer UPK and go back to self-pay pre-school for the 4-year-olds or eliminate pre-school offerings.

RECOMMENDATION:

Approval of Resolution No. 39, Series 2025

ATTACHMENT(S):

1. Resolution No. 39, Series 2025
2. Intergovernmental Agreement

**RESOLUTION NO. 39
SERIES 2025**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
THE STATE OF COLORADO CONCERNING THE COLORADO UNIVERSAL
PRESCHOOL PROGRAM**

WHEREAS, an Intergovernmental Agreement has been proposed between the State of Colorado and the City of Louisville for the City to be a preschool provider in the Colorado Universal Preschool Program; and

WHEREAS, by this resolution the City Council desires to approve the Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Intergovernmental Agreement by and between the State of Colorado and the City of Louisville concerning the Colorado Universal Preschool Program (the “Agreement”) in substantially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this ____ day of _____ 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Cover Page

State Agency

Colorado Department of Early Childhood

Contractor

City of Louisville, Colorado, a Colorado municipal corporation.

Contract Number

Insert CMS number or Other Contract Number

Contract Performance Beginning Date

The later of the Effective Date or July 1, 2025

Initial Contract Expiration Date

June 30, 2026

License Number(s)

Contract Authority

C.R.S. § 26.5-4-204

Maximum Amount

As determined by CRS 26.5-4-208(1),
8 CCR 1404-1 4.108.B, 1404-1 4.108.F, &
4.108.H

Contract Purpose

To become a Pre-School Provider in the Colorado Universal Preschool Program

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

1. Exhibit A – Colorado Universal Preschool Terms and Conditions
2. Exhibit B – PII Certification
3. Exhibit C – Reporting Templates

In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Contract.
2. The provisions of the other sections of the main body of this Contract.
3. Exhibit A – Colorado Universal Preschool Terms and Conditions
4. Exhibit B, PII Certification.

Principal Representatives

For the State:

Name

Department Name

Address Line 1

Address Line 2

City, State ZIP

Email

For the Contractor:

Name

City of Louisville

749 Main Street

Louisville, CO 80027

Email

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that they are duly authorized to execute this Contract and to bind the Party authorizing their signature.

CONTRACTOR

FOR REVIEW ONLY DO NOT SIGN

STATE OF COLORADO

Jared S. Polis, Governor
Colorado Department of Early Childhood

By: Dawn Odean or Glenn Robinson – Colorado Universal Preschool Program

Date: _____

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: Jeanni Stefanik or Lisa Castiglia

Effective Date: _____

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated above by the State Controller or an authorized delegate.

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1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one (1) year at the at the rates established by 8 CCR 1404-1 rule section 4.108.H and under the same terms

specified in the Contract and in Exhibit A. The total duration of this Contract, including any automatic extensions, shall not exceed three (3) years from its Effective Date with the maximum term date of June 30, 2028.

D. Reserved.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by which shall be governed by the termination clause under §12.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in which shall be governed by the termination clause under §12.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Breach of Contract"** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated their authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- D. **RESERVED.**
- E. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- F. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- H. **RESERVED.**
- I. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- J. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. **“Extension Term”** means the time period defined in §2.C.
- L. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et. seq.* C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.”
- N. **“Initial Term”** means the time period defined in §2.B.
- O. **“Party”** means the State or Contractor, and “Parties” means both the State and Contractor.
- P. **RESERVED.**
- Q. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment

information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.

R. RESERVED.

- S. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- T. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is **not** limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- U. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- X. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Y. **RESERVED.**
- Z. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- AA. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK AND COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.

i. Interest

Amounts not paid by the State within 45 days of the State's conditions set forth in Exhibit A acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing.

ii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days in accordance with the terms of this Contract and Exhibit A, following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall,

however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress reports shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within ten (10) calendar days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

C. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §14 and in a form designated by the State, within twenty (20) calendar days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date three years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is

pending, the date such audit is completed and its findings have been resolved (the “Record Retention Period”).

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor’s performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor’s performance in a manner that does not unduly interfere with Contractor’s performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor’s records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State

Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit B** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit B** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to

the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of their immediate family or their partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Acknowledgement

Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a

public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

D. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall

provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §10.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's

possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation

to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal

representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. RESERVED

ii. RESERVED

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, “State Materials”). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Contractor Property”). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. RESERVED

17. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

L. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

S. Reserved

T. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S.; then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its 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. Contractor shall not have authorization, express or implied, to bind the State 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 and the State 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, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interest

EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

Provider agrees to provide preschool services in conjunction with the Colorado Universal Preschool Program, a program financed and governed by CDEC, during the 2025-2026 school year. Provider agrees to provide these services in compliance with the Colorado Preschool Program Act, set forth at §§ 26.5-4-201 through 26.5-4-211, C.R.S., and regulations promulgated at 8 C.C.R. 1404-1 (“Colorado Preschool Program”).

Provider agrees to provide each eligible child for the Colorado Preschool Program and enrolled with the Provider’s program with a minimum of 10 hours, tuition-free, high quality preschool programming for the Term of the Contract. Provider shall comply with all requirements of the Colorado Preschool Program, including, without limitation, the following:

Definitions

- “Business Day” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- “Colorado Shines Quality Rating and Improvement System” means the system administered by CDEC pursuant to sections 26.5-5-101 through 26.5-5-103, C.R.S., to measure the level of preparedness of and quality of services provided by an early childhood education program to prepare children to enter elementary school.
- “Good cause” means emergency conditions or circumstances beyond the control of the party such as, but not limited to, impossibility for a party to meet a specified deadline; incapacity of the party or representative; or other situations which would prevent a reasonable person from meeting a deadline or complying with the process without modification. “Good cause” does not include: excessive workload of either the party or his/her representative; a party obtaining legal representation in an untimely manner; or any other circumstance which was foreseeable or preventable.
- “IEP” means individualized education program as that term is defined in section 22-20-103, C.R.S.
- “Preschool Program Application System” means the online application system administered and managed by CDEC and State that Providers will use to register with the Colorado Preschool Program and to match with potential eligible children.
- “Provider” references the Contractor referred to in the master contract.

Program Requirements

1. Provider must be licensed by CDEC to deliver preschool program services to eligible children. Provider shall adhere to the requirements of its license at all times. Provider is prohibited from entering a number of available ‘seats’ into the Colorado Preschool Program’s Application System that exceeds Provider’s licensed capacity.
2. Provider must have eligible children enrolled in its preschool program to qualify as a participating Provider. An eligible child is considered enrolled in the Colorado Preschool Program once that child has a ‘Start Date’ entered into the Colorado Preschool Program’s Application System, a fully completed and submitted ‘Enrollment Form’ in the Application System, and the Provider has verified with reasonable due diligence that the child meets the age eligibility requirements for the requisite funding stream received from CDEC, as established under § 26.5-4-201, C.R.S. May 15th of the current school year is the final date a child may be entered into the Colorado Preschool Program’s

EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

Application System to be considered enrolled.

3. Provider must agree to guarantee families at least the minimum number of hours defined in Rule for the rate that is provided.
4. Provider is encouraged to offer CDEC feedback on how CDEC and Local Coordinating Organizations (LCOs) can better support the Colorado Preschool Program.
5. Provider is required to adhere to all reporting requirements as outlined herein.
6. Provider shall utilize the CDEC-provided Colorado Preschool Program links and websites developed and administered by the State when advertising, registering, and enrolling children and families in the Colorado Preschool Program. In advertising, registering, and enrolling children and families in the Colorado Preschool Program, Provider will direct families to the CDEC-provided Colorado Preschool Program links and websites developed and administered by the State. Provider shall refrain from utilizing their own application system in lieu of or in addition to the Colorado Preschool Program's Application System when enrolling children in the Colorado Preschool Program. This requirement does not apply to the limited three-year-old component of the Colorado Preschool Program for children without an Individualized Education Plan (IEP).
7. CDEC and Provider agree that providers in the State of Colorado who serve children with disabilities are subject to related state and federal laws. Thus, provisions of the Contract that conflict with state and federal legal requirements related to children with disabilities are inapplicable and of no force and effect against Provider.
8. Provider must adhere to insurance requirements as applicable and provide proof of insurance to CDEC within seven business days from execution of the contract.

Attendance and Reimbursement

1. Provider shall ensure that accurate enrollment and attendance records are kept for each child enrolled in Provider's program.
2. Provider agrees to post preschool tuition, enrollment, and ancillary costs on the Provider's profile in the Colorado Preschool Program's Application System prior to enrollment. These costs shall include the overall out-of-pocket cost to the family inclusive of all charges and fees the Provider will or may charge for the 2025-26 school year. Provider is prohibited from charging a fee that is not posted on the Provider's profile in the Colorado Preschool Program's Application System.
3. Provider shall not charge a family participating in the Colorado Preschool Program tuition or fees for services that exceed the amount that is charged to families of preschool-aged children that do not participate in the Colorado Preschool Program for the same or similar services.
4. Provider is prohibited from placing a family on a waitlist for services.
5. Should an eligible child cease enrollment or otherwise withdraw, Provider must notify CDEC within ten (10) Business Days of such withdrawal through the Colorado Preschool Program's Application System, and must inform CDEC of the reason for the withdrawal. In addition to a family notifying a Provider that an eligible child has ceased enrollment or otherwise withdrawn, an eligible child is deemed to have ceased enrollment or otherwise withdrawn if they have been absent without explanation from Provider's program for fourteen (14) consecutive calendar days, or, the family attempts to enroll the child at a different Colorado Preschool Program provider via the Colorado Preschool Program's Application System.

EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

6. Should Provider fail to notify CDEC of a child who has ceased enrollment or otherwise withdrawn as described in (5) above, then CDEC shall have cause to terminate this Contract immediately.
7. In accordance with 8 CCR 1404-1 rule section 4.109(E), Provider must comply with the requirements of section 22-33-106.1, C.R.S., regarding the limited circumstances under which Provider may suspend or expel a child enrolled in the Colorado Preschool Program.
8. CDEC will pay Provider in accordance with the adopted provider rate and in accordance with the Payment Schedule provided below.
9. Absent written permission from CDEC, Provider is prohibited from increasing the number of available seats within a licensed location by more than twenty (20) percent (%) from the start of registration, which is defined as when Provider has entered their program information and number of available seats into the Colorado Preschool Program's Application System, and Provider's profile in the Colorado Preschool Program's Application System containing said information has been published for the first time for families applying for the 2025-2026 program year. Upon receipt of a written request from Provider, CDEC shall allow Provider to increase their number of available seats by more than twenty (20) percent (%) if the increase is reasonably related to either Provider maintaining compliance with any applicable law regarding the education of children with disabilities, or is due to an increase in the licensed capacity of Provider. Approval of a request to increase the number of available seats by more than twenty (20) percent (%) within a licensed location for any other reason shall be at CDEC's sole discretion.

Reporting Requirements

Provider agrees to adhere to all deadlines and submit documents as required or requested by CDEC in order for CDEC to effectuate the Colorado Preschool Program in compliance with state and federal law. Documents, which may include, but are not limited to, attendance records, enrollment records, suspension and expulsion records, annual calendars, bell schedules, hours of operation, tuition schedules, and detailed expense reports, must be retained for verification and payment authorization, and must be provided to CDEC upon request within 5 Business Days. Provider is responsible for ensuring that all contact information related to the program, including but not limited to the Program Director, Finance Director or CFO, CEO, President, Authorized Representative, Quality Director or other leadership positions pertinent to the operations of the program, is kept up-to-date, as necessary upon changes, with CDEC in the Colorado Preschool Program Application System and via CDEC through a google form as necessary upon changes, and provide any updated contact information monthly. No updates are required in situations where no changes have occurred. CDEC, at its sole discretion, may request other documentation if required to implement the Colorado Preschool Program, which must be provided in five business days.

1. Provider agrees to submit:
 - i. any additional and case-by-case specific documentation required to effectuate the Payment Schedule as laid out herein;
 - ii. Monthly and or quarterly reports utilizing the templates attached to this Contract as **Exhibit C** regarding registration, enrollment, verification of a child's eligibility status, staff compensation, the delivery of services and expenditures
 - iii. The quarterly reports will be submitted by the Provider by December 31st, March 31st, June 30th. The quarterly reports shall be submitted through a system designated by CDEC.

EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

Data Management

1. In addition to the Reporting Requirements listed above, Provider agrees to report data to CDEC via the Colorado Preschool Program's Application System, or in a secure method prescribed by CDEC, detailing Colorado Preschool Program enrollment and capacity as required by CDEC in order for CDEC to effectuate the Colorado Preschool Program in congruence with state and federal law.
2. Provider further understands that section 24-74-105(1), C.R.S., prohibits the use or disclosure of PII obtained through the Colorado Preschool Program Application System for the purposes of investigating for, participating in, cooperating with, or assisting in federal immigration enforcement.
3. Provider acknowledges that the Family Educational Rights and Privacy Act (FERPA) and other student data privacy laws may apply to student records in its possession and will follow any and all applicable student data privacy laws.

Provider Rights

If the Provider contends that CDEC or its payment vendor has not made adequate payment based on program rules for educational services provided, the procedures identified in §5 of the Contract. shall govern.

CDEC Responsibilities

1. CDEC shall, through a payment vendor, provide payments to Provider in accordance with 8 CCR 1404-1 and §5 of the Contract.
2. After receiving a complete application packet from a family that has been verified by CDEC, CDEC shall, through the Colorado Preschool Program's Application System, determine a family's eligibility for preschool services within 20 Business Days of receiving a verified and complete application packet.
3. CDEC will pay the Provider based on the information regarding the number of eligible children enrolled. CDEC will provide payment for an eligible child so long as that child has a 'Start Date' and 'Enrollment Form' entered and submitted into the Colorado Preschool Program's Application System.
4. Payments to providers will be made in accordance with the Payment Schedule provided below.

Education of Children with Disabilities and Accessibility

1. As outlined in 8 CCR 1404 rule section 4.109(F), any Provider educating a child with disabilities shall ensure compliance with:
 - i. The "Standards for Placement of Preschoolers with IEPs in Educational Programs (October 2023)" promulgated by the Colorado Department of Education ("CDE");
 - ii. Any applicable provisions of the "Individuals with Disabilities Education Act" (IDEA) found at 20 U.S.C. sections 1400 through 1491, as amended, and including its implementing regulations at 34 C.F.R. Parts 300 and 303; and
 - iii. the "Exceptional Children's Educational Act" (ECEA) sections 22-20-101 through 22-20-206, C.R.S., and applicable provisions of the "Rules for the Administration of the

EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

Exceptional Children's Educational Act" located in 1 CCR 301-8, including 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); and

2. Provider will also adhere to the applicable provisions set forth at section 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology pursuant to section 24-85-103(2.5), C.R.S. Provider shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines.

Payment Schedule

1. Payments for children with disabilities with an IEP will be made in arrears on a monthly basis based on enrollment. Pursuant to the obligations incurred by federal and state law related to the education of children with disabilities, CDEC will ensure that payments are made for every eligible child with an IEP. Provider will ensure that CDEC and the Administrative Unit (AU) responsible for placing a child with an IEP have timely access to any enrollment documentation necessary for the enrollment and delivery of services to any child with an IEP enrolled with Provider.

2. May 15th of the current school year is the final day that an eligible child who is not a child with disabilities with an IEP may be enrolled in and receive payment for Colorado Preschool Program services and funding;

3. For eligible children without an IEP who are in the year before kindergarten and enrolled in the universal preschool program under the Colorado Preschool Program— which provides tuition-free part-time preschool for all children—payments will be made in arrears on a monthly basis. For those children:

i. Provider will receive monthly payments, made in arrears for the previous month, from September through May with those payments consisting of the full month's rate in arrears for children enrolled and served in the previous month, and these monthly payments shall be scheduled by the 15th of each month by CDEC; unless the 15th falls on the weekend or a holiday then payments will be made on the closest business day.

ii. Provider will only receive an initial pre-payment on August 15th, if they have a demonstrated need, which is defined as a financial statement that identifies a financial balance less than the amount of Colorado Preschool Program payments estimated by CDEC for Provider to serve enrolled children in the month of August. This information must be provided to CDEC no later than July 25th to be considered for an initial pre-payment in August via a CDEC defined process. Provider will not receive an initial pre-payment in August based on the expected enrollment absent demonstrated need. If need is demonstrated, this initial pre-payment will be based on the expected enrollment, with CDEC calculating the expected enrollment based on state demographics, Colorado Preschool Program data, previous years' enrollment, and any documentation provided by the Provider; The reconciliation payment made in May will take into account any initial pre-payment made in August, with the initial pre-payment made in August acting as a credit in the reconciliation payment process.

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iii. After CDEC pays the Provider the full monthly rate in arrears for April by May 15th, CDEC will process a reconciliation payment by the end of May. This payment will cover services provided from May 1st through May 15th. CDEC will then provide a final reconciliation payment by June 15th which will be a final reconciliation to ensure Provider is paid the correct amount based on actual enrollment and delivery of services; and published rates, to ensure the Provider is paid accurately based on actual enrollment and service delivery made over the term of this Contract.

iv. In no case shall CDEC provide a payment for a child unless that child has a 'Start Date' entered into the Colorado Preschool Program's Application System, and that child has a fully completed and submitted 'Enrollment Form' in the Colorado Preschool Program's Application System;

v. The payments made in arrears will be based on those children who are in 'enrolled status' in the Colorado Preschool Program's Application System at the end of that month for which the arrears payment(s) is being made;

vii. Payment issues that arise between CDEC and Provider throughout the year will be reconciled on a periodic basis by December 31st and March 31st; and during the final reconciliation process by June 15th, with any overpayments to be returned to CDEC by June 30th.

vi. Providers may request payment for eligible children who were not timely entered into the Colorado Preschool Program's Application System only up to forty-five (45) calendar days preceding the date on which Provider enters the eligible child into the Colorado Preschool Program's Application System, and Provider shall provide proof via enrollment documentation that during that period to be eligible for payment, the eligible child did in fact receive preschool services despite not being properly enrolled with a 'start date' and fully completed and submitted 'enrollment form' in the Colorado Preschool Program's Application System. Depending on the timing of the Provider entry in the Colorado Preschool Program's Application System, CDEC may include payments through a reconciliation payment process or in a monthly payment, whichever is more timely. Any and all revisions to payment requests must be addressed through the payment vendor and approved by the Colorado Universal Preschool Program.

vii. At no time shall CDEC make payments for services rendered by the Provider, without an executed Provider agreement prior to the start of services.

4. If Provider is a recipient of funding designated for the limited three-year-old component of the Colorado Preschool Program for children without an IEP, this funding will be distributed monthly in accordance with monthly enrollment, and subject to a financial cap based on a three-year-old historical allocation from the 2022-23 Colorado Preschool Program, in the following manner:

i. The enrolling Provider, who is providing services, either directly or indirectly via contract with a directly funded by Provider, pursuant to section 26.5-4-208(3)(c), for three-year-olds without an IEP, will submit a monthly enrollment file through a system designated by CDEC by the 15th of each month for the prior month to account for the three-year-olds enrolled and provided services by the Provider

- A Provider that contracts with another Provider pursuant to section 26.5-4-208(3)(c)

EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

must remit payment to the contracted Provider within 15 calendar days of receiving payment from CDEC.

ii. Providers are subject to a maximum cap regardless of the number of payments received, on the three-year-old Historical Allocation. Should the Provider receive payments up to the cap amount, CDEC is not required to make any additional payments to the Provider. CDEC shall have the option to make additional payments at its discretion with any available unused funds.

iii. Providers will be paid for three-year-olds by the last day of each month by CDEC; unless the last falls on the weekend or a holiday then payments will be made on the closest business day and consistent with the payment schedule and reconciliation process, commencing with a payment on September 15th, for children enrolled in August. There will be no pre-payments allowable for the Historical Allocation.

iv. CDEC will then provide a final reconciliation payment by June 15th which will be conducted to ensure the Provider is paid the correct amount based on actual enrollment and delivery of services; published rates; CDEC's shall have sole discretion of the potential redistribution of funds that exceed an individual Provider cap, should there be available resources.

Automatic Renewal of Contract

1. If, by June 1 of each year, Provider has obtained a quality rating of three (3), four (4), or five (5) from CDEC's Colorado Shines Quality Rating and Improvement System (QRIS), then at the end of the Term of this Contract, this Contract shall automatically renew for an additional additional one (1) year period unless either Party provides the other Party with written notice of its intent to terminate this Contract thirty (30) days prior to expiration of the then-current Term. Providers will be notified by email to the authorized representative. Should the provider obtain a quality rating of three (3), four (4), or five (5) in the 2026-2027 year, the Contract shall automatically renew for an additional additional one (1) year period unless either Party provides the other Party with written notice of its intent to terminate this Contract thirty (30) days prior to expiration of the then-current Term, not to exceed a maximum term of June 30, 2028.

2. If, by June 1 of each year, Provider has established a quality rating of one (1) or two (2) from CDEC's Colorado Shines, this contract shall not automatically renew. Providers will be notified by email to the authorized representative.

3. If Provider has established a quality rating of one (1) or two (2) from CDEC's Colorado Shines, the Provider may submit an appeal to the Colorado Preschool Program no later than June 5th of each year, for the automatic contract renewal. All automatic contract renewal appeals will be processed and responded to by CDEC by June 15th. This appeal must be sent to: universalpreschool@state.co.us.

4. If Provider does not participate in the QRIS process, this contract shall not be eligible to automatically renew, and a new agreement will be required.

Additional Provisions

1. Payments by the State shall constitute currently appropriated expenditures of the State and may be paid solely from legally available funds. All obligations of the State shall be subject to

EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

the action of the Colorado General Assembly in annually making funds available for payments thereunder. The obligations of the State to make payments are subject to appropriation by the Colorado General Assembly, and shall not be deemed or construed as creating an indebtedness of the State within the meaning of any provision of the Colorado Constitution or the laws of the State concerning or limiting the creation of indebtedness of the State and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the State within the meaning of Section 20(4) of Article X of the Colorado Constitution.

FOR REVIEW ONLY

EXHIBIT B-PII CERTIFICATION

STATE OF COLORADO THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____
(legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury
that the Organization has not and will not use or disclose any Personal Identifying Information, as
defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating
with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration
laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§
1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-
issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the
Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT C-REPORTING TEMPLATES

Colorado Universal Preschool Program Quarterly Reporting Requirements

NOTE: Colorado Universal Preschool Program Quarterly Reporting templates may be revised at the discretion of CDEC at any time. The below templates are provided for reference. Links will be provided to each provider for reporting.

Colorado Universal Preschool Program Quarterly Reporting Template

To be completed in Q1 (by September 30th, 2025)

Background Information

1. Please select which best describes your provider type (select only one):
 - a. Family Child Care Home
 - b. District-based
 - c. Charter school
 - d. Faith-based or independent school serving preschool children and elementary-aged children
 - e. Stand-alone Head Start (e.g., all classrooms in program are considered Head Start or Early Head Start classrooms and only serve children enrolled in Head Start and/or Early Head Start)
 - f. Community-based non-profit affiliated with a larger organization
 - g. Community-based non-profit not affiliated with a larger organization
 - h. For-profit affiliated with a chain/corporation
 - i. For-profit not affiliated with a chain/corporation
2. What additional public funding sources are used to pay for tuition for three and four year olds? Consider all three and four year olds, not just those participating in Universal Preschool. Select all that apply.
 - Colorado Child Care Assistance Program (CCCAP)
 - Exceptional Children's Educational Act (ECEA)
 - Individuals with Disabilities Act (IDEA) Part B Funding
 - School Financing funding
 - Head Start
 - Summit Pre-K Program
 - Denver Preschool Program
 - Other Public Funding Source (e.g., mill levy, local tax), please specify: [Open Text]
 - None, other than family tuition

Children Enrolled in the Universal Preschool Program

4. How many four-year olds are enrolled in the Universal Preschool Program?
[Drop down menu]
5. How many three-year olds are enrolled in the Universal Preschool Program?
[Drop down menu]

EXHIBIT C-REPORTING TEMPLATES

6. [SKIP LOGIC: ASK FOR EACH FUNDING SOURCE SPECIFIED IN QUESTION 2] How many children enrolled in the Universal Preschool Program also receive [FUNDING SOURCE] funding?
[Drop down menu]

7. What are the home languages of the children enrolled in the Universal Preschool Program who are English language learners?
[Drop down menu of languages, including “not applicable” and “Other: Open Text”]

Universal Preschool Program Structure

8. (Display if Q1 is not a family child care provider.) How many classrooms enroll at least one child in the Universal Preschool Program?
[Drop down menu]

9. Are there specific days and times that all children enrolled in the Universal Preschool Program attend? (For example, are all children enrolled in classroom “A” attend in the mornings, or on specific days of the week?)

- a. Yes, this is true for all classrooms serving children in Universal Preschool
- b. Some classrooms serving children in Universal Preschool have specific days and times, but not all
- c. No, children enrolled in Universal Preschool can come to their classroom on different days and times

10. How many children enrolled in the Universal Preschool Program attend for more hours than funded by the Universal Preschool Program?
[Drop down menu]

Curriculum, Assessment & National Accreditation

11. The following “whole-child” curricula have been designed to support multiple domains of learning and development for preschool children. Do educators teaching children in the Universal Preschool Program use any of the following curricula? Please check all that apply. (If you select “other, please only include *curricula* that address multiple domains of development. In other questions we will ask you about curricula used to support one specific area of development, such as literacy or social-emotional development).

Big Day for PreK

- ☐ Connect4Learning
- ☐ Creative Curriculum
- ☐ Core Knowledge
- ☐ Experience Curriculum (formerly Mother Goose)
- ☐ Frog Street Pre-K
- ☐ Funshine Express
- ☐ High Scope

EXHIBIT C-REPORTING TEMPLATES

- ☐ Opening the World of Learning (OWL)
- ☐ PreK for ME
- ☐ Tools of the Mind
- ☐ Proprietary Curriculum developed for our corporation
- ☐ Educators plan materials and activities according to themes, children's interests, and/or ☐ the educators' choice, but they do not use a formal curriculum.
- ☐ Educators do not yet use a specific process for planning for different domains of ☐ children's learning.
- ☐ Other: [Open Text]

12. Other types of curricula have been designed to support one particular domain of development (e.g., social-emotional OR literacy OR science). Do educators teaching children in the Universal Preschool Program use a particular social-emotional learning and development curriculum?

- a. Yes, they use a specific curriculum to support social-emotional learning and development
- b. Yes, they use a “whole child curriculum” that includes a social-emotional component
- c. No, they do not use a specific social-emotional learning curriculum.

13. (Display if Q12 has a response of a). What social-emotional curriculum do educators use?
[Open Text]

14. Do educators teaching children in the Universal Preschool Program use a particular language and literacy curriculum?

- a. Yes, they use a specific language and literacy curriculum
- b. Yes, they use a “whole child curriculum” that includes a language and literacy component
- c. No, they do not use a specific language and literacy curriculum

15. (Display if Q14 has a response of a). What language and literacy curriculum do educators use?
[Open Text]

16. Do educators teaching children in the Universal Preschool Program use a particular math curriculum?

- a. Yes, they use a specific math curriculum
- b. Yes, they use a “whole child curriculum” that includes a math component
- c. No, they do not use a specific math curriculum

17. (Display if Q16 has a response of a). What math curriculum do educators use?
[Open Text]

18. Do educators teaching children in the Universal Preschool Program use a particular science curriculum?

- a. Yes, they use a specific math curriculum

EXHIBIT C-REPORTING TEMPLATES

- b. Yes, they use a “whole child curriculum” that includes a math component
- c. No, they do not use a specific math curriculum

19. (Display if Q18 has a response of a). What science curriculum do educators use?
[Open Text]

20. Do educators teaching children in the Universal Preschool Program use any of the following formative assessments to gauge how children are doing and to plan for their instruction? Select all that apply.

- ☐ Work Sampling System
- ☐ Teaching Strategies Gold
- ☐ Desired Results Developmental Profile (DRDP)
- ☐ Early Learning Inventory
- ☐ Other: [Open Text]
- ☐ Other: [Open Text]

21. Please select the national accreditations your provider has achieved (select all that apply).

- ☐ AdvancED
- ☐ American Montessori Society (AMS)
- ☐ Association of Christian Schools International (ACSI)
- ☐ Council on Accreditation (COA)
- ☐ National Association for the Education of Young Children (NAEYC)
- ☐ National Association for Family Child Care (NAFCC)
- ☐ National Early Childhood Program Accreditation (NECPA)
- ☐ Other: [Open Text]

22. (Display if Q1 is a district program.) Are preschool teachers in your school observed using an assessment of instructional quality?

- a. Yes
- b. No

23. (Display if Q22 is yes.) What classroom assessment of instructional quality is used?
[Open Text]

Educator Compensation

24. (Display if Q1 is not a Family Child Care Home.) Please consider all assistant teachers or teacher aides assigned to classrooms serving at least one child in the Universal Preschool Program. What is the highest rate of pay? (We will ask about lead teachers in a different report template.)

EXHIBIT C-REPORTING TEMPLATES

[Scroll box with \$50 max entry for dollars and cents]

25. *(Display if Q1 is not a Family Child Care Home.)* Please consider all assistant teachers or teachers' aides assignment to classrooms serving at least one child in the Universal Preschool Program. What is the lowest rate of pay?

[Scroll box with \$50 max entry for dollars and cents]

26. *(Display if Q1 is not a Family Child Care Home.)* What employer-sponsored benefits are provided to full-time teaching staff. Check all that apply.

- ☐ At least 5 paid sick days
- ☐ At least 5 days of paid time off/vacation days
- ☐ Paid bank holidays
- ☐ Paid days during unexpected school closures (e.g., snow days)
- ☐ Health insurance
- ☐ Dental insurance
- ☐ Vision insurance
- ☐ Retirement plan
- ☐ Other insurance (e.g. life insurance, disability insurance, etc.)
- ☐ Flexible Spending Account (FSA) or Health Spending Account (HSA)
- ☐ Employee wellness and mental health resources (e.g. gym memberships, counseling, or telehealth services)
- ☐ Paid professional development
- ☐ Education/tuition stipend
- ☐ Expense reimbursements (e.g. mileage, supplies, or snacks)
- ☐ Hiring or retention bonuses
- ☐ Reduced rate or free child care for staff children

27. *(Display if Q1 is family child care home.)* Approximately how much is your annual income (take-home pay) from your work as a family child care provider.

[Scroll box with \$100,000 max entry for dollars and cents]

28. *(Display if Q1 is family child care home.)* As part of your contract with families, do you include the following (select all that apply)?

- ☐ At least 5 paid sick days
- ☐ At least 10 days of paid time off/vacation days
- ☐ Paid bank holidays

EXHIBIT C-REPORTING TEMPLATES

☐ Paid days during unexpected school closures (e.g., snow days)

29. (Display if Q1 is family child care home.) Which benefits do you have and how are these benefits paid for?

[Table with below benefits, columns where they can select “Paid for by my revenue” “Paid for by outside funding (e.g., partner or spouse’s employment)” “Do not have this benefit”]

- ☐ Health insurance
- ☐ Dental insurance
- ☐ Vision insurance
- ☐ Retirement plan
- ☐ Other insurance (e.g. life insurance, disability insurance, etc.)
- ☐ Flexible Spending Account (FSA) or Health Spending Account (HSA)
- ☐ Employee wellness and mental health resources (e.g. gym memberships, counseling or telehealth services)

Staffing Challenges and Resources

30. (Display if Q1 is not family child care home.) Do you have preschool classrooms that are currently closed due to difficulty finding teachers to hire?

- a. Yes
- b. No

31. (Display if Q1 is not family child care home.) Does your program employ substitutes?

- a. Yes
- b. No

32. Does your program have access to external substitute placement agencies that can provide substitutes as needed?

- a. Yes
- b. No
- c. I don’t know

EXHIBIT C-REPORTING TEMPLATES

Reason For Expense (CDE reporting form)	Description	Total all expenses for each program to include salaries, supplies, fees, technology, and others	Category on form
Instruction	Dealing directly with the interaction between teachers and students. Staffing	teacher/aide salaries, FCCH income, instructional activity supplies	Instruction
Support Serv-Inst Staff	Anything associated with assisting the instructional staff with the content and process of providing learning experiences for students. (ie., coaching)	extra supports for staff, any classroom supplies only adults use	Support Service-Instructional Staff
Support Serv-General Admin	Anything concerned with establishing and administering policy for operating the school district.	N/A if not a district	District Section
Support Serv- School Admin/Sup Serv-business w/o grants	Expenditures of overall administrative responsibility for a school. Costs related to paying, the administration of direct services for the school.	division level support, director salaries	Administrative Costs
Oper & Maint of Plant Serv w/o grants	Anything concerned with keeping the physical locations open, comfortable and safe for use and keeping the grounds, buildings and equipment in effective working condition and state of repair. These include the activities of maintaining safety in buildings, on the grounds and in the vicinity of schools.	rent/insurance of corporate address (not personal address), buildings and grounds expenses, salaries/fees for maintenance or cleaning, vehicle maintenance	Operations & Maintenance of Location
Student Transportation Services	Anything concerned with conveying students to and from school, as provided by state and federal law. These activities include trips between home and school and trips to school activities.	mileage for program implementation/curricular activities, transportation fees	Student Transportation Services
Sup Serv Cent w/o grants-Sup Serv w/grants	Anything, other than general administration, which support each of the other instructional and support services programs. These activities include planning, research, development, evaluation, information, staff and data processing services. Support services provide administrative, technical (such as guidance and health) and logistical support to facilitate and enhance instruction. These services exist as adjuncts for fulfilling the objectives of instruction, community services and enterprise programs.	Things that support planning, research, development, evaluation, information, staff and data processing services. fees nurse to come in, contract with community liaison	Support Services-non instructional staff
Sup Serv Central: Cabinet Level w/o grants	district only	N/A if not a district	District Section
Planning/Evaluation - Support Serv-Students	Expenditures associated with conducting and managing programs of planning and research development. Costs related to designed to assess and improve support the teaching process.	planning, research, development information, staff and data processing services	Classroom Planning

EXHIBIT C-REPORTING TEMPLATES

Planning/Evaluation - Support Serv-Students	Expenditures associated with evaluation for a school system on a system-wide basis. Costs related to designed to assess and improve the well-being of students.	evaluation, assessments, of students	Child Assessment/Evaluation
Other Sup Services w/o grants	All other support services not classified elsewhere in the 20 series.	anything supporting instruction not identified, if not sure where else	Support Services-non instructional staff
Volunteer Services-Community Services-Non-Instructional Services-Enterprise Operations- Other Uses-Debt Service - Educational Library Services/Fail Acquisition & Constructions Svcs-	Anything concerned with securing and providing non-paid volunteers for a school or school district. Anything concerned with providing community services to students, staff or other community participants. Examples of this function would be the operation of a community swimming pool, a recreation program, a child care center, etc. Anything concerned with providing non-instructional services to students, staff or community. Anything that are financed and operated in a manner similar to private business enterprises – where the stated intent is that the costs are financed or recovered primarily through user charges. A number of outlays of governmental funds are not properly classified as expenditures, but still require budgetary or accounting control. These are classified under Other Uses. These include debt service payments (principal and interest) and certain transfers of moneys from one fund to another. Servicing the debt of the school district, including payments of both principal and interest and debt issuance costs. The receipt and payment of principal on short-term loans are handled as an adjustment to balance sheet account 7451. Anything concerned with the delivery of library services, including but not limited to: audiovisual services, education television services, instruction-related technology and other educational library services. Anything concerned with acquiring land and buildings; remodeling buildings; constructing buildings and additions to buildings; initially installing or extending service systems and other built-in equipment; and improving sites.	paying for shirts for volunteers/appreciation. rec center program costs. fees to check vision/hearing extra activities families can pay an extra fee for. anything not identified, if not sure where- marketing. program debt payments, not personal. If don't have a stand alone library, doesn't apply. Only things dedicated to a library any business capital improvements	Other-Specify
Food Services Operations-	Anything concerned with providing food to students and staff in a school or school district. This service area includes preparing and serving regular and incidental meals, lunches or snacks in connection with school activities and food delivery.	providing meals for FCCCH, hiring vendor to bring in food, food expenses, salaries	Food Services Operations
Enterprise Instructional	district only	N/A if not a district	District Section
Enterprise Non-Instructional	district only	N/A if not a district	District Section

EXHIBIT C-REPORTING TEMPLATES

Education for Adults	Anything concerned with providing services for adults. Courses or units of instruction related to acquisition of basic knowledge and skills which are comparable to those ordinarily obtained by students in a K-12 instructional program. An example is GED preparation. Normally, Adult Basic Education programs are not pre employment nor employer oriented. Courses or units of instruction directly related to providing individuals with the skills, attitudes and abilities necessary to obtain entry level employment in specific occupations or closely related clusters of occupations requiring less than a baccalaureate or advanced degree. (staff training costs--non staffing)	Any PD for staff, coaching fees/salaries	Staff training costs
Curriculum	Curriculum used to directly support with the interaction between teachers and students.	(materials for different subjects and learning areas within a course of study)	Curriculum
Supplies	Expenditures for supplies used in daily operations	(paper, pens, ink cartridges, envelopes, staples, and other disposable items adults use for operating the business)	Supplies
Indirects	Anything concerned with overall indirect administrative costs for a school district/school. Anything concerned with paying, transporting, exchanging and maintaining goods and services for the school district. Included are the fiscal and internal services necessary for operating the school district.	accounting, HR services shared across corporate, corporate level expenses	Up to 15% Indirect Costs

**INSTRUCTIONS FOR EACH
TAB AND SUBMISSION:**

EXHIBIT C-REPORTING TEMPLATES

Provider Expenditure Report 2025-26 School Year Tab	You will enter all expenses for the school year into this tab, and it may be used and updated throughout the year. Depending on your accounting practices, keeping track of how you spent the payments received from CDEC will be important to increase efficiencies in this reporting. Credits to parent accounts are not considered an expense in this reporting model. The reporting lines under "Expenditures - Universal Preschool Program Revenues " will list how you spent the money received from CDEC UPK rate payments only and should total the total received payments for that quarter/time period. You may use the "Child Payment 2025-26 School Year Tool" to keep track of payments received but this is not required. The reporting lines under "OPTIONAL: Expenditures outside of Universal Preschool Program Revenues" may be used to show how you spent the money you receive from other payment sources but is not required. The purpose of this would be to show your true expenses if you would like to do so. The reporting lines under "IF PART OF A SCHOOL DISTRICT - Please complete the following section in addition to the above section" are for school districts only.
Q1-Q2 Tab	You will enter all expenses for quarters 1 and 2 into this tab. Quarter one is August through November and quarter two is December through February.
Q3 Tab	You will enter all expenses for quarter 3 into this tab. Quarter three is March through May.
Staff Expenditure 2025-26 School Year Tool Tab	This tab is optional and a tool for you to use to track expenses you may choose to use UPK rate payments to cover staff salaries. Staff listed under "Direct Services" will be staff directly implementing UPK classroom programming. Staff listed under "Administrative" will be staff providing office, custodial, food service, or other supports outside of the classroom activities. The expense lines with "Support Services/ Support Serv" in their title cover the activities this group of staff implement.
Child Payment 2025-26 School Year Tool Tab	This tab is optional and a tool for you to use to track the payments you receive for each child you serve by month.

EXHIBIT C-REPORTING TEMPLATES

Universal Preschool Program Provider Expenditures Template

Provider Expenditure Statement

Full Year Total 2025-26 School Year \$0.00

Statement Date: _____

Provider Name: _____

License #: _____

Expenditures - Universal Preschool Program Revenues

Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Up to 15% Indirect Costs		
Total	\$0.00	

OPTIONAL: Expenditures outside of Universal Preschool Program Revenues

Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Up to 15% Indirect Costs		
Total	\$0.00	

IF PART OF A SCHOOL DISTRICT - Please complete the following section in addition to the above section

Program	Expenditures	Indirect
Support Serv- General Admin		
Sup Serv Central: Cabinet Level w/o grants		
Enterprise Instructional		
Enterprise Non-Instructional		
Total	\$0.00	\$0.00

EXHIBIT C-REPORTING TEMPLATES

Universal Preschool Program Provider Expenditures- Quarter 1 & Quarter 2		
Provider Expenditure Statement		
Feb 2026)		\$0.00
Statement Date:		
Provider Name:		
License #:		
Expenditures - Universal Preschool Program Revenues-Only		
Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Upto 15% Indirect Costs		
Total	\$0.00	
OPTIONAL: Expenditures outside of Universal Preschool Program Revenues		
Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Up to 15% Indirect Costs		
Total	\$0.00	
IF PART OF A SCHOOL DISTRICT - Please complete the following section in addition to the above section		
Program	Expenditures	Description Notes
Support Serv- General Admin		
Sup Serv Central: Cabinet Level w/o grants		
Enterprise Instructional		
Enterprise Non-Instructional		
Total	\$0.00	

EXHIBIT C-REPORTING TEMPLATES

Universal Preschool Program Provider Expenditures- Quarter 3

Provider Expenditure Statement

Quarter 3 Total 2025-26 School Year (March-May 2026) \$0.00

Statement Date: _____

Provider Name: _____

License #: _____

Expenditures - Universal Preschool Program Revenues-Only

Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Upto 15% Indirect Costs		
Total	\$0.00	

OPTIONAL: Expenditures outside of Universal Preschool Program Revenues

Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Up to 15% Indirect Costs		
Total	\$0.00	

IF PART OF A SCHOOL DISTRICT - Please complete the following section in addition to the above section

Program	Expenditures	Description Notes
Support Serv- General Admin		
Sup Serv Central: Cabinet Level w/o grants		
Enterprise Instructional		
Enterprise Non-Instructional		
Total	\$0.00	

EXHIBIT C-REPORTING TEMPLATES

[illegible]

Totals	\$0.00	0	0	0	0	\$0.00	\$0.00	\$0.00	0	0	0	\$0.00	\$0.00	\$0.00	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
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[illegible]

Totals	\$0	\$0	\$0	\$0.00
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EXHIBIT C-REPORTING TEMPLATES

Universal Preschool Program Provider Expenditures	Quarter 1 Revenues	Quarter 2 Revenues	Quarter 3 Revenues	Final Reconciliation Revenues
Universal Preschool Child Payment Statement (Revenues)	Quarter 1 Total	Quarter 2 Total	Quarter 3 Total	Final Reconciliation
Full Year Total 2024-25 School Year	\$0	\$0	\$0	\$0

Provider Name:

Date Payment Received:

[illegible]