

School Readiness Program

Request for Grant Applications

Grant Name: High Quality School Readiness* Grant

*The High Quality School Readiness Grant has replaced the Expanded Student Access Grant per updated <u>Administrative Code</u> effective 7/1/2024.

Solicitation Number: 25-DWS-S015

Funding Source: Child Care Development Funds (CCDF) #93.575 and State General Funds

Grant Period of Performance: July 1, 2025 - June 30, 2028

Due Date

- 1. Letter of Intent (REQUIRED) Due Date: Friday, November 22, 2024 by 5:00 pm o Letter of Intent Webform
- Application Due Date (application will not open until Monday, January 6, 2025): Friday, January 31, 2025 by 5:00 pm
 - o High Quality School Readiness Grant SY 2025 Application Webform

Other Important Dates

- Letter of Intent Informational Meeting (virtual only) Tuesday, November 12, 2024 from 1:00-2:00 PM <u>Google Meeting Link</u> To call into meeting: 413-341-4999 PIN: 334 817 984#
- Pre-Proposal Meeting (virtual only) Tuesday, January 14, 2025 from 1:00-3:00 PM <u>Google Meeting Link</u> To call into meeting: 724-201-4022 PIN: 547 837 398#
- 3. Questions period closes one day prior to the Application due date.
 - o Link to Submit Questions
 - o <u>Q&A Document Posting</u>
- 4. Anticipated Award Month: April 2025

Background

The Utah School Readiness Program supports programs that increase school readiness, improve academic performance, and reduce remediation costs associated with poor academic outcomes. The High Quality School Readiness (HQSR) Grant is defined by the Utah School Readiness Program, available online at: <u>Utah Code §35A-15-302</u>

Description of Grant

The High Quality School Readiness Grant Program will expand eligible student access to existing high-quality school readiness programs. High-quality preschool programs have been shown to be effective in preparing young children for kindergarten.

Grant Components

1. Eligible Student Enrollment

Grantees must target funding toward the highest risk students in this grant by prioritizing eligible students with the greatest number of risk factors using the Eligibility Form as well as English Learners in the recruitment process. During the grant period, grantees are expected to meet the proposed new enrollment threshold of eligible students and demonstrate ongoing maintenance of the proposed enrollment.

2. Early Childhood Environmental Rating Scale (ECERS-3)

The ECERS-3 quality observation tool will be used as a snapshot to evaluate classroom environments and teacher/student interactions as a minimum threshold for quality as determined by DWS. Grantees must make classrooms serving eligible students available to verify maintenance scores over minimum thresholds for high-quality programming, as well as supporting evaluation and coaching during the grant period.

3. Pre-Kindergarten Entry and Exit Profile (PEEP)

DWS requires a PEEP Progress average of 103 for both public and private providers by which to measure student performance. Grantees are required to participate in the PEEP training to ensure assessments are administered with fidelity. Grantees will enter their student entry and exit data to the Utah State Board of Education (USBE) Data Gateway. The PEEP assessment will be used for students who are 4 years old before September 2, 2025, to assess students' academic outcomes. USBE will report findings to DWS. USBE will provide training for providers to administer the assessment during the grant year with fidelity at no cost to the program.

Appropriation and Sustainability

The grant program is designed to fund the structure and processes needed to expand enrollment of eligible students. Funding is not intended to provide ongoing financial support for high-quality early childhood education programs. Programs are expected to have a sustainability plan to continue funding a high-quality early education program when grant funds are no longer available.

Minimum Requirements

- 1. Applicant must be an existing early childhood education program.
- 2. Applicant must demonstrate during the grant period that current students have shown academic improvement. For this grant, DWS has approved the use of PEEP assessment data as the means to demonstrate student performance outcome measures as required by <u>Utah Code §35A-15-303</u>. As Preschool Entry and Exit Profile (PEEP) data is collected and compiled, this will be the means of demonstrating student performance in future grant programs. The subcommittee has approved a PEEP Progress average score of 103 be required for both public and private programs.
- 3. Applicant's program must currently use a curriculum that aligns with the Early Learning Standards for instruction, which is reflected in the pre- and mid-assessments conducted to evaluate student academic progress.
- 4. Applicant must be one of the following:
 - a. Local Education Agency (LEA)
 - b. Charter school with early childhood education provided by LEA
 - c. Private provider
 - d. Charter school with early childhood education provided by private providers
- 5. Applicant's school readiness program must meet the requirements of a highquality program, as defined in <u>Utah Code §35A-15-202</u>
- 6. Applicant's Child Care Licensing status must be current and valid. Applicants cannot apply with a Conditional License Status.

The following preschool programs are not eligible for this grant:

a. Organizations receiving Becoming High-Quality Grant funds during the 2025-2026 School Year (<u>Utah Code §35A-15-301</u>)

Scope of Work

The proposed Performance Requirements (*Attachment B*) has been attached to this Request for Grant Applications (RFGA). Applicants should review the Scope of Work before submitting their responses to the Application requirements.

Attachments

Attachment A: DWS Grant Terms and Conditions Attachment B: Performance Requirements Attachment C: Expanded Student Allowed and Disallowed Costs Attachment D: Criminal Background Check Requirements Attachment E: Code of Conduct Attachment E: Non-Disclosure Agreement Attachment G: Data Sharing Attachment G: Data Sharing Attachment H: HQSR Application Score Sheet Attachment I: HQSR Administrative Score Sheet Attachment J: School Readiness Eligibility Form Attachment K: Application Examples Attachment L: Federal Subaward Funding and Reporting Requirements

Attachment M: Active Assurance

Attachment N: Grantee Model Disclosure Attachment O: Application Checklist Attachment P: School Readiness Initiative Reimbursement and Closure Policy Attachment Q: Guidance on Creating "SMART" Outcome Statements

Contacts

- Contract Owners: Charlotte Tanner, <u>chartanner@utah.gov</u>, 385-602-3210; Lauren Fredman, <u>lfredman@utah.gov</u>, 385-499-3441
- Contract Analyst: Kimber Burks, <u>kburks@utah.gov</u>, 801-814-1222

Submission Instructions

- 1. Complete and submit the online application and attach required forms and documents.
- 2. Prior to filling out the online application, complete and compile the following documents which will be attached to *Appendix I High Quality School Readiness Grant Application Cover Page* during submission of the application.
 - a. Forms provided by DWS:
 - i. Appendix II- High Quality School Readiness Grant Application Narrative
 - ii. Appendix III- Teacher Credentials Spreadsheet
 - iii. Appendix IV- Proposed Budget Form
 - iv. Appendix V- Federal Funding Accountability and Transparency Act (FFATA) Certification by the Subrecipient form (not required for State Agencies or Component Units)
 - v. Appendix VI- Funding Analysis Worksheet
 - b. Additional documents to be attached to the application, not provided by DWS:
 - i. ECERS-3 Observation Evaluation Report(s) (conducted after January 1, 2024), if available. For LEAs, a minimum of three class sessions per 500 students with one additional observation per every 500 students over 500. Private Providers with three or fewer classrooms will submit one completed ECERS-3 Observation Report. Private Providers with more than three classrooms will submit one-third of their completed ECERS-3 Observation Reports.
 - ii. Utah Department of Health and Human Services Child Care Licensing official documentation for preschool programs operation as either a licensed private provider or a legally license-exempt provider
 - iii. Supporting financial documentation of historical costs of the preschool program in the form of an expense summary (e.g. general ledger, associated chart of accounts) for the time period defined on *Appendix III: Proposed Budget Form*
 - iv. Supporting documentation of preschool lead teacher credentials

Additional Submission Information

- 1. Applicants must complete one application per organization.
- 2. Applicant must bear the cost of preparing and submitting the application.
- 3. Failure to comply with any part of the RFGA may result in disqualification of the application.
- 4. Late applications will not be accepted.

- 5. Applications that do not include all required documentation may not be considered complete and may be denied.
- 6. Do NOT include additional information such as pamphlets, organizational public relations information, or addenda.
- 7. DWS may request the correction of immaterial omissions during the review period. Applicant must respond within the time period provided in the request.
- 8. By submitting an application, the Applicant acknowledges and agrees that the requirements, Scope of Work, and the evaluation process outlined in this RFGA are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of this RFGA must be addressed during the Q&A period. The Applicant further acknowledges they have read the RFGA, including all attached or referenced documents.

Funding

- 1. This grant is funded through the Utah Department of Workforce Services (DWS) utilizing the Federal Child Care and Development Fund (CCDF) block grant as well as State General Funds.
- 2. Grant funds must <u>only</u> be used to support increased access for eligible students to existing high-quality early childhood education programs.
- 3. Funding from this Grant must not be used to supplant current funding, although it may be used to supplement existing high-quality program funding.
- 4. This grant funding must not be used for director, teacher, paraprofessional or any other staff bonuses.
- 5. Requested budget funds in grantee applications may be required to be adjusted or modified when negotiating contract terms.
- 6. Funded programs must spend all grant funds by June 30, 2028. Unspent funds cannot be carried over into the next contract period.

Question and Answer

- 1. Question and Answer period closes on date and time specified on the cover page.
- 2. Questions must be submitted through the link provided on the cover page, during the Question and Answer period.
- 3. Questions may include notifying DWS of ambiguity, inconsistency, scope exceptions, excessively restrictive requirements, or other errors in this RFGA.
- 4. Questions may be answered individually or may be compiled into one document.
- 5. Questions may also be answered via an addendum.
- 6. An answered question or an addendum may modify the specification or requirements of this RFGA.
- 7. Applicants should periodically check for answered questions and addenda before the closing date.

Addenda

Addenda shall be published within a reasonable time prior to the deadline applications are due, to allow Applicants to consider the addenda in preparing applications. Addenda published at least 5 calendar days prior to the deadline that applications are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may require a shorter period of time.

Evaluation and Award

- 1. Grant applications will be evaluated on a competitive basis. The highest scoring applications will be recommended to the Executive Director's Office of DWS for final approval of renewal.
- 2. Applicants must be available for questions or clarification during the grant review period.
- 3. Applications may score a maximum of 345 points. Applications scoring below 207 may not be considered. Current HQSR grantees (formerly the ESA Grant) may score a maximum of 363 points.
- 4. DWS reserves the right to reject any and all applications or withdraw this offer at any time.
- 5. DWS will send notification of conditional award to grant applicants selected for an award. An award is conditional upon approval of DWS, availability of funds, and successful negotiation of the grant agreement. Budget amounts are not final until there is an executed contract in place.
- 6. DWS may award partial grants.
- 7. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of DWS, taking into consideration all factors set forth in this RFGA.
 - a. Awards may be determined to ensure statewide services.
 - b. The selected applicant(s) will be required to submit all required documents stated in the notification of conditional award, including pre-award risk assessment. DWS will not send Grant Renewals for signature until all required items are received.
- 8. Organizations previously receiving funding from DWS should be in good standing to be considered for a Grant.
- Successful grant applications will be open to public inspection after grant award under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open unless applicant requests in writing that trade secrets/proprietary data be protected. A <u>GRAMA Claim of Business</u> <u>Confidentiality</u> must be submitted to the Contract Analyst prior to the application deadline.

Appendix I High Quality School Readiness* (HQSR) Grant Application Cover Page 2025-2028 Solicitation #25-DWS-S015				
*Formerly named the Expan	idea Student Access Grant			
Organization Legal Name:				
Federal Tax ID #:	UEI #:			
This organization is doing business as:				
Private Provider Licensed	Private Provider Legally License Exempt			
Local Education Agency (LEA)	Charter School			
This organization is:				
A new applicant: not currently receiving the Expanded Grant	Student Access (ESA) or Becoming High Quality (BHQ)			
□ A current ESA Grantee (currently receiving the ESA G	rant for the 2024-2025 School Year [SY])			
A current Becoming High Quality (BHQ) Grantee (receiving BHQ funds for the 2024-2025 SY)				
Total Grant Funds Requested for SY 2025-2026:				
\$				
EXECUTIVE DIRECTOR OR EQUIVALENT (person authorized t	o sign grant application or an awarded contract)			
Name:	Position:			
Address:				
City:	State: Zip Code:			
Telephone: Email:				
GRANT ADMINISTRATOR (if different from above)				
Name:	Ť V			
Position:	▼			
Address:				
City:				
Telephone: Email:				

FINANCIAL ADMINISTRATOR (if	different from above)				
Name:		_			
Position:		_			
Address:					
City:		State:	_Zip Code:		
Telephone:	Email:				
		Information			
GEOGRAPHIC LOCATION (Cher Awards may be determined to			ified below with *		
□ Beaver County*	□ Emery County*	□ Morgan County*	□ Summit County*		
□ Box Elder County*	Garfield County*	□ Piute County*	□ Tooele County*		
Cache County	Grand County*	□ Rich County*	□ Uintah County*		
□ Carbon County*	Iron County*	☐ San Juan County*	□ Utah County		
Davis County	□ Juab County*	□ Salt Lake County	□ Wasatch County*		
Daggett County*	☐ Kane County*	□ Sanpete County*	□ Washington County*		
□ Duchesne County*	Millard County*	Sevier County*	□ Wayne County*		
		$\bigcup_{n} \forall i$	☐ Weber County		
1. What is the total number					
2. What is the total number					
3. What is the total number of sites currently operating under your preschool program?					
4. What is the total number of sites you are proposing to serve under the HQSR Grant?					
5. What is the total current student enrollment for your preschool program?					
6. What is the total number of eligible student seats you are proposing to serve under the HQSR Grant?					
 7. How many lead teachers are employed in your program? 8. How many months per year does your program operate? 					
8. How many months per year does your program operate?9. Do classrooms in your program operate (select all that apply):					
□ Half-day (less than 4 hours)					
□ Full-day (between 4 and 6.5 hours/day)					
□ Extended Day (more than 6.5 hours/day)					

Student Performance Outcome Measures

For this grant, the School Readiness Team has selected Pre-kindergarten Entry & Exit Profile (PEEP) data to demonstrate student performance outcome measures as required by <u>Utah Code §35A-15-303(2)(b)</u>. As PEEP data is collected and compiled, it will demonstrate student performance in future grant programs. Public and private programs must meet a PEEP cutoff score of 103 in Literacy and 103 in Numeracy. Programs scoring below 103 in each area will still receive partial points based on a tiered scoring system.

10. Enter your PEEP Assessment Progress scores from SY 2023-2024 r for	Literacy:
Literacy and Numeracy.	
	Numeracy:

ATTACHMENTS
Please attach the following additional documents before submitting your application:
Appendix II: High Quality School Readiness Grant Application Narrative
Appendix III: Teacher Credentials Spreadsheet
Appendix IV: Proposed Budget Form
Appendix V: Federal Funding Accountability and Transparency Act (FFATA) Certification by
the Subrecipient Form (not required for State Agencies or Component Units)
Appendix VI: Funding Analysis Worksheet
ECERS-3 Observation Report with scores (must have been completed after January 1, 2024)
Supporting financial documentation of historical costs of the preschool program in the form
of an expense summary (e.g., general ledger, associated chart of accounts) for the time defined
in Appendix IV: Proposed Budget Form
Supporting documentation of preschool lead teacher credentials
Utah Department of Health and Human Services Child Care Licensing official documentation for
preschool programs operating as either a licensed private provider or a legal license-exempt provider, if applicable

Y,

The person authorized to apply on behalf of Applicant:

Name:	Title:	_
Phone:	Email:	

By applying for this RFGA, I acknowledge and agree that I understand the application requirements, Performance Requirements, and the evaluation criteria outlined in this RFGA are fair, equitable, and are not unduly restrictive. As an authorized person, I must address any exceptions to the content of the reapplication documents within the Q&A period. I further acknowledge that I have read the reapplication form and any attached or referenced documents, including the Grant Terms and Conditions. I further acknowledge that I have read this RFGA and any attached or referenced documents, including the Grant Terms and Conditions.

Additionally, by checking this box, the applicant acknowledges and authorizes that USBE will provide DWS with SY 2023-2024 Prekindergarten Entry and Exit Profile (PEEP) progress scores for their program to verify the accuracy of the data submitted. Upon submission of this application, DWS will request PEEP threshold data from USBE, and you will receive a copy of your program's data via email. Please note that USBE will only send PEEP data to the email of the authorized person in your program (listed above).

APPENDIX II

HIGH QUALITY SCHOOL READINESS (HQSR) GRANT 2025-2028 APPLICATION NARRATIVE SOLICITATION #25-DWS-S015

DIRECTIONS: The narrative must be in the default size, font, and space provided. Additional narrative attachments are not allowed.

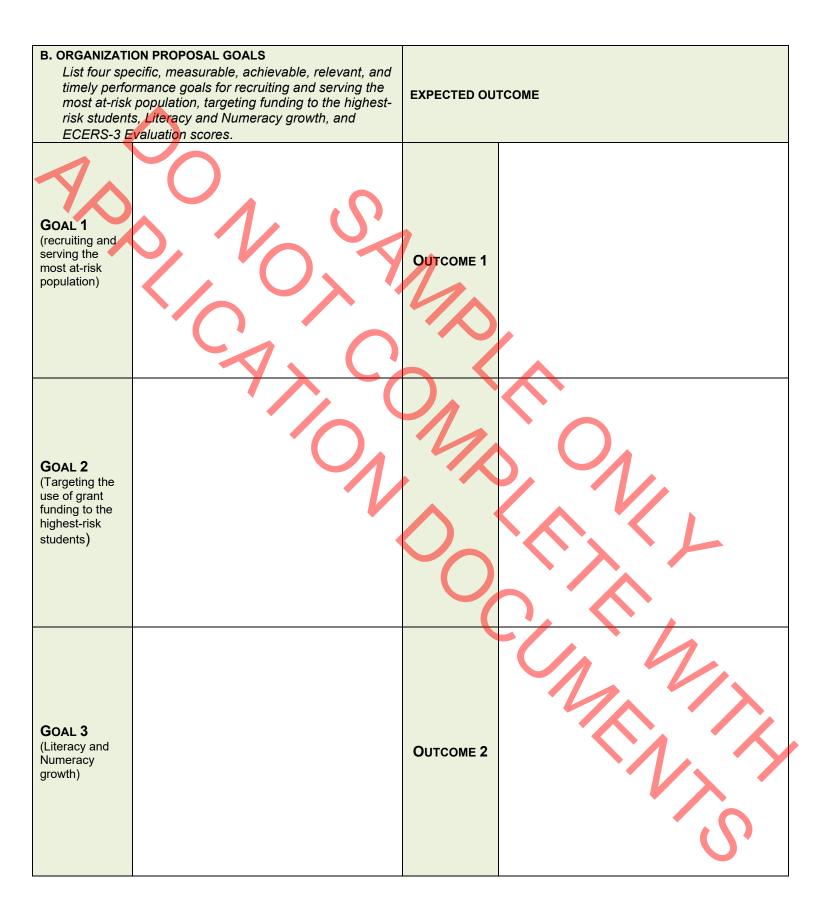
ORGANIZATION NAME:

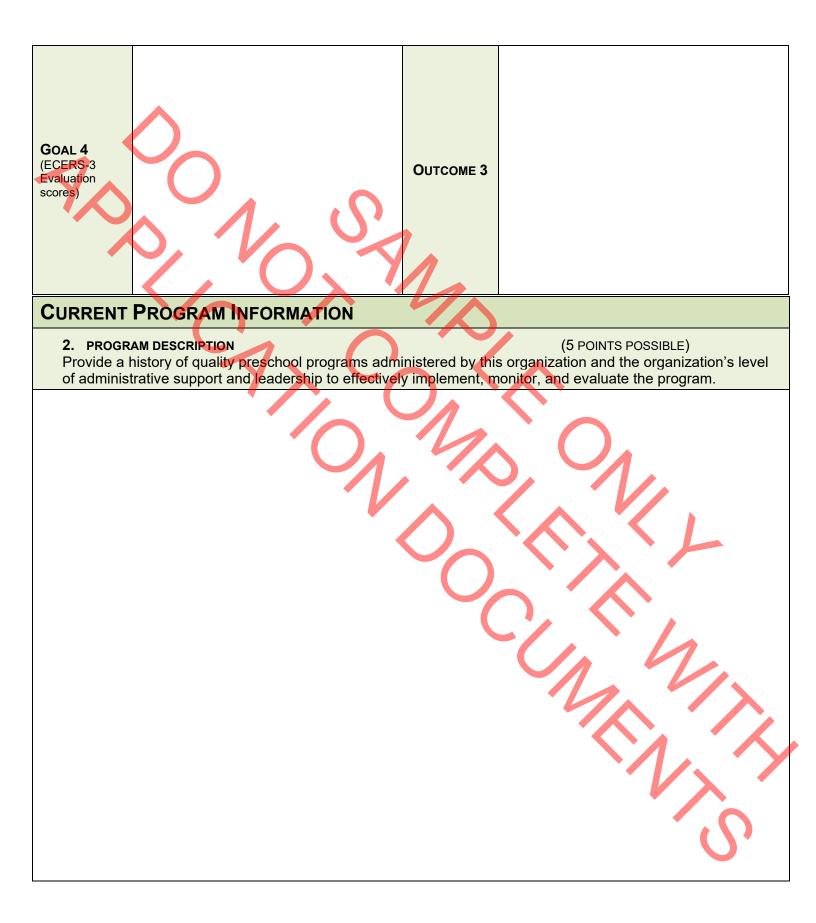
1. GRANT GOALS AND OUTCOMES (Enter your anticipated outcomes for the grant period) (15 POINTS POSSIBLE)

REQUIRED OUTCOMES

- A. What pre-, mid-, and post-school year assessment tool does your program use to measure student academic development and social skill growth?
 - i. What is the benchmark for student growth from pre- to mid- and post-school year assessment?
 - ii. What historical data did your program use to establish this benchmark?

These student growth goals will determine the minimum performance measures for successful performance during the grant period.





ELEMENTS OF A HIGH-QUALITY SCHOOL READINESS PROGRAM

3. EVIDENCE-BASED CURRICULUM

(5 POINTS POSSIBLE)

What evidence-based curriculum(s) does your program use? Explain how that curriculum(s) aligns with all the developmental domains and academic content areas defined in <u>Utah Early Learning Standards: Ages 3 to 5</u>.

The standards include the following academic content areas: English Language Arts, Fine Arts, Health Education, Lifelong Learning Practices, Mathematics, Physical Education, Science, and Social Studies.

Please review the standards for detailed standard requirements.

4. INTENTIONAL AND DIFFERENTIATED INSTRUCTION, STUDENT ASSESSMENT AND ADAPTATION OF INSTRUCTION (10 POINTS POSSIBLE)
What instructional methods demonstrate intentional and differentiated instruction in whole group, small group, and student-directed learning? How does the program use ongoing pre-, mid-, and post-school year assessments of a student's educational growth and developmental progress to inform intentional and differentiated instruction?

5. INTENTIONAL INSTRUCTION IN LITERACY AND NUMERACY

(10 POINTS POSSIBLE)

Describe intentional instruction methods for the literacy and numeracy skills outlined below, as determined by the Utah State Board of Education that is teacher-led or through a partnership with a contractor as defined in <u>Section 63N-20-101</u>.

LITERACY

- Alphabet knowledge: knowledge of the names and sounds associated with printed letters
- Memory and information processing: the ability to rapidly recall
 and name objects or pictures, including letters and numbers
- Phonological awareness: the ability to detect, manipulate, or analyze the auditory aspects of spoken language (including the ability to distinguish or segment words, syllables, or phonemes), independent of meaning
- Writing or writing name: the ability to write letters in isolation on request or to write one's name
- Concepts about print: knowledge of print conventions (e.g., left-right, front-back) and concepts (book cover, author, text)
- Oral language: the ability to produce or comprehend spoken language, including vocabulary and grammar
- Vocabulary: encourage vocabulary development through rich texts, projects, guided conversation, and play

NUMERACY

- Number identification: ability to recognize, identify, and read numerals 0-10
- Oral counting: the ability of a child to produce in speech a correctly ordered string of numbers up to 20
- Cardinality: the ability to understand that the last number name tells the number of objects counted. The number of objects is the same regardless of
 their arrangement or the counted order.
- Enumerate sets with one-to-one correspondence: When counting objects, say the number names in the standard order, pairing each object with one and only one number name and each name with one and only one object.
- Quantity discrimination: having the student identify which set of objects has a larger quantity in comparison to another set of objects

6. PROFESSIONAL DEVELOPMENT

(5 POINTS POSSIBLE)

(10 POINTS POSSIBLE)

Describe the program staff's ongoing and focused professional development and how your program tracks the completion of these activities.

7. FAMILY ENGAGEMENT

Provide at least four examples of how your program has engaged the families of your preschool students throughout the previous program year. What were the outcomes of these activities? Identify ways these activities assisted with preschool transition and kindergarten readiness. How is your program ensuring you connect with all of the families of the preschool students to identify and address barriers?

PRESCHOOL TO KINDERGARTEN TRANSITION 8.

(10 POINTS POSSIBLE)

What is your program doing throughout the year to support the transition to kindergarten? How does this plan also support parent(s)/guardian(s) and the schools within the community throughout this transition?

PARTNERSHIPS TO INCREASE ACCESS 9.

(5 POINTS POSSIBLE) As described in Utah Code §35A-15-302, does the program have any existing or planned partnerships between private providers, eligible home-based technology providers, and Local Education Agencies (LEAs) to increase access to high quality school readiness programs for eligible students? If yes, explain. If your program has no existing partnerships, provide details regarding a plan to build those partnerships.

High Quality School Readiness Grant Request for Grant Applications 25-DWS-S015

10. PROGRAM SUPPORT AND LEADERSHIP

(10 POINTS POSSIBLE)

As described in <u>Utah Code §35A-15-302(6)(c)</u>, explain how your leadership and organizational team supports the feedback and potential growth recommended by coaches to support the preschool classrooms in your program. How will your leadership team (superintendent, principal, vice principal, early childhood directors, owners, or those in leadership positions) support the program, including ongoing grant activities and acknowledging classroom space and personnel requirements? What partnership work is your program doing to increase school readiness for preschool classrooms? Describe your program's expectations and the role of your coaches.

BUDGET AND FINANCE

11. PROPOSED BUDGET FOR EXPANSION

(15 POINTS POSSIBLE)

PROPOSED BUDGET FORM

Applicants must complete *Appendix IV: Proposed Budget Form* to use historical expenses and enrollment to generate a calculated Cost per Seat and capture any additional Anticipated Costs the applicant would incur to meet their proposed expansion for eligible students. Reference *Attachment C: Allowed and Disallowed Costs* when completing this budget form.

12. BUDGET NARRATIVE

(15 POINTS POSSIBLE)

HISTORICAL PRESCHOOL PROGRAM EXPENSES

Define and contextualize the historical preschool program costs for each budget category to provide a narrative of expenses on the spreadsheet. **DO NOT duplicate/copy the information provided in the Budget Narrative**





Appendix III- Proposed Budget Form- Historical Costs High Quality School Readiness 7/1/2025-6/30/2026

	7/1/2025-6/30/2026	
Organization Name:		
ndirect Expenses	NICRA Rate and Base(s) OR - De Minimis	
Time Period of Preschool Program (cannot be shorter than a traditional school yea and cannot be longer than a 12-month period)		Total Months in program
Historical Direct Administrative Expenses (only completed if Indirect Expenses are not being utilized)	Description of historical administrative costs included in each category for the program period. This section should only be completed if the organization doesn't have an approved indirect rate.	Amount
Salaries		
Fringe Benefits		
Communications		
quipment		
nsurance		
Material Supplies		
Professional development & Training		
Professional Fees & Contract Services		
Space Costs		
ravel and Transportation		
Jtilities	Includes gas, water, power, telephone, and garbage removal.	
Fotal Historical Administrative Expenses	** Historical Direct Administrative Costs should not exceed 10% of Historical Program Costs and should only be included if an Indirect/De Minimis Rate is not being utilized.	\$0.00
listorical Preschool Program Expenses	Description of historical preschool program expenses included in each category. The expenses need to capture the full annual expenses (i.e. 12 months).	Amount
Salaries		
ringe Benefits		
Program Equipment		
Program Supplies		
Program-related Travel & Transportation		
Professional Development & Training		

Contract Services & Professional Fees		
Total Historical Preschool Program Expenses		\$0.00
Total Historical Direct Expenses and Historal Preschool Program Expenses		\$0.00
Number of Preschool Seats Available During Same Time Period	Description	Number of Preschool Seats
If the number of available seats changed during the time period and/or the organization operates multiple sessions for the same seat, please describe how the number of seats entered at right was determined.		
Total Monthly Cost per Seat		#DIV/0!

WORKFORCE SERVICES CHILD CARE		and the second se	LE DORRO DE LO
	Appendix III- Budget Narrative and Itemization Form Department of Workforce Services High Quality School Readiness Grant		1896
Organization Name:	0		
Budget Dates:	July 1, 2025- June 30, 2026		
Time Period of Preschool Program (cannot be shorter than a traditional school year and cannot be longer than a 12-month period)		Total Mo in progr 0	
b) De Minimis - If the organization does not have a NICRA they c direct salaries and wages, appl No expense	ve costs that are not part of the base of the NICRA and are direct charged can be listed in Direct Admini requirements of CCDF, NICRA is capped at 10% for HQSR Grants. an choose a de minimis rate. The de minimis rate can be charged at 10% of Modified Total Direct Costs licable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaw es should be entered into Direct Administrative Expenses if choosing the de minimis rate.	(MTDC). MTDC is defi	ned as being: All
Indirect Expenses Indirect Costs (NICRA/De Minimis); Programs using an approved NICRA must use their Restricted NICRA	NICRA Rate and Base(s) OR - De Minimis (Enter Percentage)		Percentage 0.00%
Number of Approved Eligible Preschool Seats	Monthly Cost per Seat (based on Historical Costs plus COLA) #DIV/0!	FY2025 Cost per S #DIV/0	-
Total Funds Requested Based on Cost per Seat and Add	ditional Anticipated Costs	#DIV/	0!

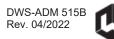


WORKFORCE SERVICES CHILD CARE		
Hig	sh Quality School Readiness Grant July 1, 2025-June 30, 2026	
Organization Name:	0	
<u>Monthly</u> Cost per Seat w/Direct and Anticipated Costs		#DIV/0!
Number of Approved Eligibile Preschool Seats		0
Total <u>Monthly</u> Cost per Seat w/Direct Expenses and Anticipated Costs	Calculated by multiplying the number of Eligible Preschool Seats by the Monthly Cost per Seat	#DIV/0!

FINANCIAL SNAPSHOT How many eligible student seats do you plan to serve for the 2025-2026 School Year? What is the anticipated Cost per Child based on your completed Budget Narrative and Itemization form for the 2025-2026 Expanded Student Access Grant application? What is the anticipated Additional Costs based on your completed Budget for the 2025-2026 Expanded Student Access Grant application?
completed Budget Narrative and Itemization form for the 2025-2026 Expanded Student Access Grant application? What is the anticipated Additional Costs based on your completed Budget for the 2025-2026 Expanded
your completed Budget for the 2025-2026 Expanded

					Appendi High Quality School F	x III Readiness Grant	
				Litch Code \$254, 15, 202, 9 requires	TEACHER CREDENTIAL		dhood advection related field
			This could include the following		grantee lead teachers to attain a certain level of educat Development Associate (CDA), or 2) an associate's degr		
Program Name:							
School/Site (Location) Name	Teacher First Name	Teacher Last Name (If the teacher's last name is different from the certificate, please state the former last name in parenthesis)	Years of Early Childhood teaching experience	Type of Degree and Date of Expiration, if applicable (must match the documents provided)	Teacher Mark 'Yes' or 'No' with the number 1 to indicate if 202(h)(i) teacher education (If you mark 'yes,' you do not need to fill out colums certification along with this spreadsheet. If you mark and Yes	f the lead teacher meets the Utah Code §35A-15- on/training requirement. G, H and I. However, be sure to attach the teacher 'no,' provide additional information in colums D, E, F).	If one or more of your teachers do no education/training require
					(Submit all teacher certificates that meet the Utah Code §35A-15-202(i) guidelines)	No (Fill out columns G, H, and I)	
Example: Belmont Elementary Example: Kiddie Tots	Kathy Doug	Rivera (Fellows) Smith	3 Years	CDA Expiration: 2/25/2025 BS in Early Childhood Education	1	1	The lead teacher, who was certified left the replacement. This teacher had a CDA, but courses and will complete her certification n/a *See attachment
						· · · · · · · · · · · · · · · · · · ·	

y childhood education related field.		
s do not meet the Utah Code §35A-15-202(h)(i) teacher requirement, provide a brief explanation.	Goal to meet the Utah Code §35A-15-202(i) teacher education/training requirement.	Anticipated teacher education/training completion goal date
d left the program mid-year and had to find a DA, but it expired in 2023. Kathy is currently taking CDA ification observation on 5/20/2025.	Kathy is currently taking CDA courses and will complete her certification observation on 5/20/2025.	5/20/2025
	n/a	n/a
	•	



State of Utah Department of Workforce Services Appendix V: FFATA CERTIFICATION BY THE SUBRECIPIENT

(Not required for State Agencies and Component Units)

Organization Name:

Federal Funding Accountability and Transparency Act of 2006 requires that you report the names and total compensation of your entity's five most highly compensated executives, if the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a UEI number, belongs) receive:

- (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and**
- (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO: Skip to Attestation below

YES: Continue, complete Executive Compensation and Attestation below

		Executive Compensation	
	Name	Title	Total Compensation Level*
1			
2			
3			
4	1		
5			

Executive Compensation

*Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402):

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards 2 CFR 200 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ATTESTATION

By signing, you attest that the organization information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

Chief Executive Officer		
or Designee, Signature:	Date:	
Name and Title [.]		

Equal Opportunity Employer/Program

Auxiliary aids (accommodations) and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

Appendix VI Department of Workforce Services Funding Analysis Worksheet A recipient under this grant may use funds received to supplement an existing program but must not supplant other funding. This worksheet allows applicants to identify and itemize spending from how grant funds are used, and ensure no supplanting of existing funding will occur. This document will also be used to track state funding awarded to a recipient. **Direct Award or Current Existing Funding Sources Period of Award** Purpose of the Award Amount **Competitive Grant Award** Example: To provide high-quality services under the Becoming Hi 500,000.00 Competitive Grant Award Quality Grant State Funds \$ 7/1/2024-6/30/2025 **Total Funding** ¢ -

other funding sources to document					
	Are Funds Currently Pending?				
igh-	Yes				

ATTACHMENT A Department of Workforce Services (DWS) Grant Terms and Conditions

1. **DEFINITIONS:**

- a. <u>"Agreement Signature Pages"</u> means the State cover pages that DWS and Grantee sign.
- b. <u>"Agreement"</u> means the Agreement, Signature Pages, attachments, and documents incorporated by reference.
- c. <u>"Confidential Information"</u> means information that is classified as Private or Protected, or otherwise deemed non-public under applicable state and federal laws, including but not limited to the Government Records Access and Management Act (GRAMA) Utah Code 63G-2-101 et seq. DWS reserves the right to identify, during and after this Agreement, additional information categories that must be kept confidential under federal and state law.
- d. <u>"Goods and Services"</u> means goods including, but not limited to, any deliverables, supplies, equipment, or commodities, and services including, but not limited to the furnishing of labor, time, and effort by Grantee pursuant to this Agreement and professional services required in accordance with this Contract.
- e. "<u>GRANTEE</u>" means the individual or entity receiving the funds identified in this Agreement. The term "GRANTEE" shall include GRANTEE's agents, officers, employees, and partners, as well as sub-recipients and loan recipients.
- f. <u>"Proposal"</u> means Grantee's response to DWS's Solicitation.
- g. "Solicitation" means the documents and process used by the State Entity to obtain Grantee's Proposal.
- h. "<u>State of Utah</u>" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- i. "Subcontractor/Subgrantee" means an individual or entity that has entered into an agreement with the original GRANTEE to perform services or provide goods which the original GRANTEE is responsible for under the terms of this Agreement. Additionally, the term "subgrantee" or "subcontractor" also refers to individuals or entities that have entered into agreements with any subgrantee if: (1) those individuals or entities have agreed to perform all or most of the subgrantee's duties under this Agreement; or (2) federal law requires this Agreement to apply to such individuals or entities.
- j. <u>"Volunteer"</u> means an authorized individual performing a service without pay or other compensation.
- 2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. CONFLICT OF INTEREST:

- a. GRANTEE certifies, through the execution of the Agreement, that none of its owners, directors, officers, or employees are employees of DWS, or the State of Utah. GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
- b. GRANTEE will notify DWS immediately upon learning of such a conflict and shall take immediate action to cure the conflict in accordance with DWS' direction.
- c. GRANTEE certifies, through the execution of the Agreement that none of its owners, directors, officers, or employees working under this Agreement, are relatives of an employee of DWS. A relative is defined as: spouse, child, step-child, parent, sibling, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
- d. GRANTEE shall not use Grant funds to make any payments to an organization which has in common with GRANTEE either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; or b) directors, officers or others with authority to establish policies and make decisions for the organization.
- 4. **PROCUREMENT ETHICS:** Grantee certifies that it has not offered or given any gift or compensation prohibited by the laws, Executive Orders, or policies of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with

respect to being awarded this Agreement. Grantee shall not give or offer any compensation, gratuity, contribution, loan, reward, or promise to any person in any official capacity relating to the procurement of this Agreement.

5. **RELATED PARTIES:**

- a. GRANTEE shall not use Grant funds to make any payments to related parties without the prior written consent of DWS. GRANTEE is obligated to notify DWS of any contemplated related party payment prior to making a purchase. Payments made by GRANTEE to related parties without prior written consent may be disallowed and may result in an overpayment assessment.
- b. GRANTEE is defined as all owners, partners, directors, and officers of GRANTEE or others with authority to establish policies and make decisions for GRANTEE.
- c. Related parties is defined as:
 - i. A person who is related to GRANTEE through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d), as father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, grandson, granddaughter, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
 - ii. An organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is related to GRANTEE through blood or marriage, as defined above.
- d. Upon notification of proposed related party payment, DWS may, at its discretion:
 - i. Require GRANTEE to undertake competitive bidding for the goods or services,
 - ii. Require satisfactory cost justification prior to payment, or
 - iii. Take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost.
- e. Any related-party payments contemplated under this Agreement must be disclosed on a written statement to DWS which shall include:
 - i. The name of GRANTEE'S representative who is related to the party to whom GRANTEE seeks to make payments;
 - ii. the name of the other related party;
 - iii. the relationship between the individuals identified in "i" and "ii" above;
 - iv. a description of the transaction in question and the dollar amount involved;
 - v. the decision-making authority of the individuals identified in "i" and "ii" above, with respect to the applicable transaction;
 - vi. the potential effect on this Agreement if the payment to the related party is disallowed;
 - vii. the potential effect on this Agreement if the payment to the related party is made; and
 - viii. the measures taken by GRANTEE to protect DWS from potentially adverse effects resulting from the identified parties' relationship.
- 6. INDEMNITY: GRANTEE shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless DWS and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of GRANTEE's performance of this Agreement caused by any intentional act or negligence of GRANTEE, its agents, employees, officers, partners, volunteers, or subcontractors, without limitation; provided, however, that the GRANTEE shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of DWS. The parties agree that if there are any limitations of the GRANTEE's liability, including a limitation of liability clause for anyone for whom the GRANTEE is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property of DWS.
- 7. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** GRANTEE will indemnify and hold DWS and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against DWS or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of GRANTEE's liability, such limitations of liability will not apply to this section.

8. OWNERSHIP IN INTELLECTUAL PROPERTY:

- a. DWS and GRANTEE each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by GRANTEE prior to the execution of this Agreement, but specifically manufactured under this Agreement shall be considered work made for hire, and GRANTEE shall transfer any ownership claim to DWS.
- b. Grantee warrants that it does not and will not infringe on any copyrights, patents, trade secrets, or other proprietary rights. Grantee will indemnify the State and hold the State harmless from and against all damages, expenses, attorney's fees, claims, judgments, liabilities, and costs in any claim brought against the State for infringement.
- 9. **STANDARD OF CARE:** Grantee and Subcontractors shall perform in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, including the type, magnitude, and complexity of the Services. Grantee is liable for claims, liabilities, additional burdens, penalties, damages, or third-party claims, to the extent caused by the acts, errors, or omissions that do not meet this standard of care.
- 10. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Agreement and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Agreement. Automatic renewals will not apply to this Agreement, even if listed elsewhere in this Agreement.
- 11. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Agreement except as authorized by DWS. The State of Utah and DWS will not allow the GRANTEE to charge end users electronic payment fees of any kind.
- 12. **HUMAN-SUBJECTS RESEARCH:** GRANTEE shall not conduct non-exempt human-subjects research, as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research.
- 13. **GRANTEE RESPONSIBILITY:** GRANTEE is solely responsible for fulfilling the statement of work under this Agreement, with responsibility for all services performed as stated in this Agreement. GRANTEE shall be the sole point of contact regarding all matters related to this Agreement. GRANTEE must incorporate GRANTEE's responsibilities under this Agreement into every subcontract with its subcontractors that will provide any of the work product in this Agreement. Moreover, GRANTEE is responsible for its subcontractor's compliance under this Agreement.

14. GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:

- a. <u>Assignment</u>: Notwithstanding DWS's right to assign the rights or duties hereunder, this Agreement may not be assigned by GRANTEE without the written consent of DWS. Any assignment by GRANTEE without DWS's written consent shall be wholly void.
- b. If GRANTEE enters into subcontracts the following provisions apply:
 - i. <u>Duties of Subgrantee/Subcontractor:</u> Regardless of whether a particular provision in this Agreement mentions subgrantees, a subgrantee must comply with all provisions of this Agreement including, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Agreement compliance whether the services are provided directly or by a subgrantee.
 - ii. <u>Provisions Required in Subcontracts</u>: If GRANTEE enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, GRANTEE must include provisions in its subcontracts regarding the federal and state laws identified in this Agreement, if applicable ("Grantee's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).
- 15. **INDEPENDENT GRANTEE:** GRANTEE and subcontractors, in the performance of the Scope of Work, shall act in an independent capacity and not as officers or employees or agents of DWS or the State of Utah. Persons employed by or through the Grantee shall not be deemed to be employees or agents of the State and are not entitled to the benefits associated with State employment.

16. MONITORING:

- a. DWS shall have the right to monitor GRANTEE'S performance under this Agreement. Monitoring of GRANTEE'S performance shall be at the complete discretion of DWS which will include but is not limited to GRANTEE'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
- b. If it is discovered that GRANTEE is in default (not in compliance with the Agreement), GRANTEE may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds, or suspension/debarment from participation in future DWS grants and contracts. Default may also result in the cancellation of other agreements between GRANTEE and DWS.
- c. GRANTEE understands that DWS may conduct customer-satisfaction surveys. GRANTEE agrees to cooperate with all DWS-initiated customer feedback.
- d. EVALUATIONS: DWS may conduct reviews, including but not limited to:
 - i. PERFORMANCE EVALUATION: A performance evaluation of Grantee's and Subcontractors' work.
 - ii. REVIEW: DWS may perform plan checks, plan reviews, other reviews, and comment upon the Services of Grantee. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.
- 17. **DEFAULT:** Any of the following events will constitute cause for DWS to declare GRANTEE in default of this Agreement (i) GRANTEE's non-performance of its contractual requirements and obligations under this Agreement; or (ii) GRANTEE's material breach of any term or condition of this Agreement. DWS may issue a written notice of default providing a ten (10) day period in which GRANTEE will have an opportunity to cure. In addition, DWS will give GRANTEE only one opportunity to correct and cease the violations. Time allowed for cure will not diminish or eliminate GRANTEE's liability for damages. If the default remains after GRANTEE has been provided the opportunity to cure, DWS may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement; (iii) debar/suspend GRANTEE from receiving future grants or contracts from DWS or the State of Utah; or (iv) demand a full refund of any payment that DWS has made to GRANTEE under this Agreement.

18. AGREEMENT TERMINATION:

- a. **Termination for Cause:** This Agreement may be terminated with cause by either party, upon written notice given to the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies herein. Time allowed for cure will not diminish or eliminate GRANTEE's liability for damages.
- b. **Immediate Termination:** If GRANTEE creates or is likely to create a risk of harm to the clients served under this Agreement, or if any other provision of this Agreement (including any provision in the attachments) allows DWS to terminate the Agreement immediately for a violation of that provision, DWS may terminate this Agreement immediately by notifying GRANTEE in writing. DWS may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, or mismanagement as determined by DWS.
- c. **No-Cause Termination:** This Agreement may be terminated without cause, by either party, upon thirty (30) days prior written notice being given to the other party.
- d. **Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon thirty (30) days' written notice delivered to the GRANTEE, this Agreement may be terminated in whole or in part at the sole discretion of DWS, if DWS reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects DWS's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If written notice is delivered under this section, DWS will reimburse GRANTEE for the services properly performed until the effective date of said notice. DWS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

- e. **Accounts and Payments at Termination:** Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to GRANTEE for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Agreement relieve the GRANTEE of any liability to DWS for any damages or claims arising under this Agreement.
- f. **Remedies for GRANTEE's Violation:** In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.
- 19. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. DWS, after consultation with the GRANTEE, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DWS appoints such an expert or panel, DWS and GRANTEE agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
- 20. **SUSPENSION OF WORK:** If DWS determines, in its sole discretion, to suspend Grantee's responsibilities but not terminate this Agreement, the suspension will be initiated by formal written notice pursuant to the terms of this Agreement. GRANTEE's responsibilities may be reinstated upon advance formal written notice from DWS.
- 21. FORCE MAJEURE: Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, or war which is beyond that party's reasonable control. DWS may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.
- 22. **ATTORNEYS' FEES and COSTS:** In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
- 23. **AGREEMENT RENEWAL:** Renewal of this Agreement will be solely at the discretion of DWS.
- 24. **CITING WORKFORCE SERVICES IN GRANT PROGRAM PROMOTION:** GRANTEE agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including but not limited to brochures, flyers, informational materials, paid advertisements, and social media. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services. It is within DWS's sole discretion whether to approve the advertising and publicity.
- 25. **LICENSING AND STANDARD COMPLIANCE:** By signing this Agreement, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Agreement period. Failure to secure or maintain a license is grounds for termination of this Agreement. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.
- 26. **LAWS AND REGULATIONS:** The Grantee shall ensure that all supplies, services, equipment, and construction furnished under this Agreement complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Grantees receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).
- 27. **WARRANTY:** Grantee warrants, represents and conveys full ownership and clear title to the goods provided under this Agreement. Grantee warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Agreement shall be new and free from defects; (c) goods and services perform according to all claims that Grantee made in its Proposal; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Grantee's Proposal; (f) goods are properly designed and manufactured; and (g) goods create no harm to persons or property. Grantee warrants and assumes responsibility for all goods that it sells to the State under this Agreement for a period of one year, unless a longer period is specified elsewhere in this Agreement.

that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this Agreement. Product liability disclaimers and warranty disclaimers are not applicable to this Agreement and are deemed void. Remedies available to the State include but are not limited to: Grantee will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Grantee will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.

- 28. **TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Agreement. For all Services, time is of the essence. Grantee is liable for all damages to DWS, the State, and anyone for whom the State may be liable as a result of Grantee's failure to timely perform the Services.
- 29. **DEBARMENT:** For GRANTEES receiving any Federal funds: By signing this Agreement, GRANTEE certifies it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities. See the provisions on government-wide suspension and debarment in 2 CFR §200.205(d), Appendix II to Part 200 Paragraph (H), and 2 CFR part 180 which implements Executive Orders 12549 and 12689 for further clarification. The Grantee shall notify DWS within five days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Agreement period.

30. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:

- a. At all times during this Agreement, GRANTEE, and all services performed under this Agreement, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
- b. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Agreement the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Agreement.
- c. By accepting this Grant, the GRANTEE assures that is has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Grant:
 - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
- d. GRANTEE acknowledges that grant funds may not be used for the purpose of a "prohibited discriminatory practice," as that term is defined in Utah Code 53B-1-118. Prohibited discriminatory practices include practices that are based in part on an individual's race, color, ethnicity, sex, sexual orientation, national origin, religion, or gender identity. GRANTEE certifies that it will not use grant funds to engage in a prohibited discriminatory practice during the term of this Contract, and that if it does, it shall promptly notify the State in writing. Using state funds for a prohibited discriminatory practice may result in termination.

- e. GRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
 - i. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained GRANTEE will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
 - ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
- f. <u>Workers' Compensation Insurance</u>: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- 31. **COMPLIANCE WITH ENVIRONMENTAL REVIEW REQUIREMENTS:** If applicable, DWS funding is contingent upon the GRANTEE complying with 24 CFR Part 58 by, among other things, completing the following: (1) Prepare and submit electronically an Environmental Review Record (ERR) to DWS; (2) As required, publish public notices and submit documentation; (3) Receive an environmental clearance letter or an Authorization to Use Grant Funds (AUGF); and (4) Perform the mitigation actions identified by the ERR. GRANTEE must adhere to the requirements of 24 CFR Part 58. Should GRANTEE violate 24 CFR Part 58 prior to, during, or following completion of the construction of the project, funds disbursed under this Agreement shall be immediately due and payable to DWS.
- 32. **WORK ON STATE OF UTAH PREMISES:** GRANTEE shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises including DWS substance abuse and drug free workplace standard; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or DWS may remove any individual for a violation hereunder.
- 33. **WORKFORCE SERVICES JOB LISTING:** GRANTEE must post employment opportunities with DWS for the duration of the Agreement.
- 34. **CODE OF CONDUCT** (attached if applicable): GRANTEE agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq.
- 35. **GRIEVANCE PROCEDURE:** GRANTEE agrees to establish a system whereby recipients of services provided under this Agreement may present grievances about the operation of the program as it pertains to and affects said recipient. GRANTEE will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. GRANTEE will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, GRANTEE will notify DWS Contract Owner of the grievance and its disposition of the matter.
- 36. **PROTECTION AND USE OF CLIENT RECORDS:** GRANTEE shall comply with the Government Data Privacy Act (GDPA), Title 63A, Chapter 19, under which a GRANTEE that enters into or renews an agreement with a governmental entity and processes or has access to personal data as part of the GRANTEE's duties under the agreement, is subject to the requirements of the GDPA with regard to the personal data processed or accessed by the GRANTEE to the same extent as required of the governmental entity.

GRANTEE shall ensure that its agents, officers, employees, partners, volunteers and Subgrantees keep all Confidential Information strictly confidential. GRANTEE shall immediately notify DWS of any potential or actual misuse or misappropriation of Confidential Information. The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this Agreement, for any purpose not directly connected with the administration of DWS's or GRANTEE'S responsibilities with respect to this Agreement is prohibited except as required or allowed by law.

GRANTEE shall be responsible for any breach of this duty of confidentiality, including any required remedies or notifications under applicable law. GRANTEE shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by GRANTEE or anyone for whom the GRANTEE is liable.

This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.

- 37. **RECORDS ADMINISTRATION:** GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for GRANTEE's performance and the payments made by DWS to GRANTEE under this Agreement. These records shall be retained by GRANTEE for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE agrees to allow, at no additional cost, the State of Utah, federal auditors, and DWS staff, access to all such records and to allow interviews of any employees or others who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Grant. Such access will be during normal business hours, or by appointment.
- 38. **PUBLIC INFORMATION**: GRANTEE agrees that this Agreement, invoices and supporting documentation will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). GRANTEE gives DWS and the State of Utah express permission to make copies of this Agreement, invoices and supporting documentation in accordance with GRAMA. Except for sections identified in writing by GRANTEE and expressly approved by DWS, GRANTEE also agrees that the grant application will be a public document, and copies may be given to the public as permitted under GRAMA. DWS and the State of Utah are not obligated to inform GRANTEE of any GRAMA requests for disclosure of this Agreement, related invoices and supporting documentation.
- 39. **REQUIRED INSURANCE:** GRANTEE shall at all times during the term of this Agreement, without interruption, carry and maintain the insurance coverage described below. Non-governmental entity GRANTEES shall provide Certificate(s) of Insurance, showing up-to-date coverage, to DWS within thirty (30) days of Agreement award. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. GRANTEE's failure to maintain required insurance for the term of this Agreement will be grounds for immediate termination. DWS reserves the right to require higher or lower insurance limits where warranted. The carrying of insurance required by this Agreement shall not be interpreted as relieving GRANTEE of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation, or order.
 - a. Commercial general liability (CGL) insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate per occurrence. Non-governmental entity GRANTEE must add the State of Utah, DWS as an additional insured with notice of cancellation.
 - b. Commercial automobile liability (CAL) insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Grantee will use a vehicle in the performance of this Agreement. If GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, GRANTEE may satisfy this insurance requirement by submitting proof that the subcontractor has complied with this section and agrees to the Indemnity section of this Agreement.
 - c. If GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Agreement, GRANTEE shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. This professional liability insurance ("malpractice insurance") shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Agreement.

d. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed.

e. GRANTEE also agrees to maintain any other insurance policies required in the Agreement. Grantee shall add the State as an additional insured with notice of cancellation. Grantee shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Agreement award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Agreement and may result in immediate termination.

- 40. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS**: GRANTEE shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at <u>auditor.utah.gov</u>.
- 41. **BILLINGS AND PAYMENTS:** Payments to GRANTEE will be made by DWS upon receipt of itemized billing for authorized service(s) supported by appropriate documentation and information contained in reimbursement forms supplied by DWS. Billings and claims must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Agreement termination or payments may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15th, due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for services furnished by GRANTEE which are not specifically authorized by this Agreement. DWS has the right to adjust or return any invoice reflecting incorrect pricing.
- 42. PAYMENT WITHHOLDING: GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Agreement until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.
- 43. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to GRANTEE'S CPA audit or DWS determines payments were incorrectly reported or paid, DWS may amend the Agreement and adjust the payments. To be eligible for reimbursement GRANTEE expenditures must be adequately documented. Upon written request, GRANTEE will immediately refund to DWS any overpayments as determined by audit or DWS. GRANTEE agrees to participate in follow-up audits as requested by DWS. GRANTEE further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other Agreements with GRANTEE until recoupment of overpayment is made.
- 44. **UNUSED FUNDS:** Any funds paid by DWS that are not appropriately used as authorized by this Agreement must immediately be returned to DWS.
- 45. **REDUCTION OF FUNDS:** The maximum amount authorized by this Agreement shall be reduced or Agreement terminated if required by federal/state law, regulation, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Agreement prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by GRANTEE. DWS will give GRANTEE thirty (30) days' notice of reduction.
- 46. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Agreement, or any cost reimbursable under this Agreement was increased by any significant sum because GRANTEE furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Agreement may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS's right to terminate this Agreement.
- 47. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions

and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. GRANTEE further agrees to retain and make available to independent auditors, State and Federal auditors, and program and grant reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Agreement, it is subject to an assessment for over-payment.

48. DWS COST PRINCIPLES FOR COST REIMBURSEMENT AGREEMENTS:

- a. Federal cost principles determine allowable costs in DWS grants. GRANTEE may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
- b. <u>Compliance with Federal Cost Principles</u>: For GRANTEE'S convenience, DWS provides Table 1 below, "Cost Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and GRANTEE understands that it is obligated to seek independent legal or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular GRANTEE depend upon GRANTEE'S legal status.

GRANTEE	Federal Cost Principles		
State/Local/Indian Tribal	2 CER 200 Subport E		
Governments			
College or University	2 CFR 200 Subpart E		
Non-Profit Organization	1		
For-Profit Entity	48 CFR Part 31.2		

- <u>Compensation for Personal Services Additional Cost Principles:</u> In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:
 - i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - ii. Employees who are compensated from one or more grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
 - iii. If total work time exceeds 40 hours in a week and GRANTEE wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) a perpetual time record must be maintained and 2) prior written approval must be obtained from DWS's Finance-Contracting Division
 - iv. <u>Compensation for Personal Expenses:</u> DWS will not reimburse GRANTEE for personal expenses. For example, spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).
- d. <u>Third-Party Reimbursement and Program Income:</u> GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Agreement. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.
- 49. **ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. GRANTEES with a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.

- 50. **CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. GRANTEE may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Indirect Expenses" or Category II, "Direct Administrative Expenses" or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. GRANTEE may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
- 51. **NON-FEDERAL MATCH:** For those grants requiring a non-federal match, said match shall be:
 - a. Expenses which are reasonable and necessary for proper and efficient accomplishment of the Agreement program objectives.
 - b. Allowable under applicable cost principles.
 - c. Not paid by the Federal Government under another award except where authorized by Federal statute.
 - d. In accordance with the appropriate Federal grant being matched.
 - e. Invoices submitted to DWS should detail the total cost of program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.
- 52. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. The State does not waive its sovereign or governmental immunity.
- 53. **NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
- 54. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment A; (ii) Agreement Signature Page(s); and (iii) any other attachment listed on the Agreement Signature Page(s). Any provision attempting to limit the liability of GRANTEE or limit the rights of DWS or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.
- 55. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice DWS's right to enforce this Agreement with respect to any default of this Agreement or of any of the following clauses: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Indemnity, Intellectual Property, Indemnification Relating to Intellectual Property, Insurance, Public Information; Conflict of Terms; Confidentiality; and Publicity.
- 56. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
- 57. **ERRORS AND OMISSIONS:** GRANTEE shall not take advantage of any errors or omissions in this Agreement. GRANTEE must promptly notify DWS of any errors or omissions that are discovered.
- 58. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
- 59. **PUBLIC CONTRACT BOYCOTT RESTRICTIONS**: In accordance with Utah Code 63G-27-102 and 63G-27-201, if applicable, GRANTEE certifies that it is not currently engaged in an "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in that Code section. GRANTEE also agrees not to engage in either boycott for the duration of this Agreement. If GRANTEE does engage in such a boycott, it shall immediately provide written notification to DWS.

ATTACHMENT B

Scope of Work

High Quality School Readiness (HQSR) Grant

I. GRANTEE RESPONSIBILITIES

The Grantee shall comply with the requirements listed below. Failure to do so may result in immediate termination of the High Quality School Readiness grant.

1. Administration

The Grantee shall perform all tasks proposed in the grant application. The Department of Workforce Services (DWS) must approve any deviations from the original grant application in writing. DWS reserves the right to deny any changes to the original proposal.

2. Grantee Orientation Meeting

The Grantee shall attend a contract orientation meeting to be conducted by the School Readiness (SR) Team after the start of the agreement period. The Grantee will receive notification of the time and location of the meeting upon contract execution.

3. Student Identifiers

The Grantee shall coordinate with USBE to assign a unique Statewide Student Identifier (SSID) to each student enrolled in the program. For specific data elements and transmission requirements, see *Attachment H, Data Sharing*. Grantee shall provide associated student tracking information to USBE.

4. Student/Teacher Ratios

The Grantee must maintain class sizes and ratios consistent with a high-quality preschool program. The class size cannot exceed 20 children, with one adult for every 10 children in the class.

5. Child Find

Grantee shall comply with all requirements of Child Find under the Individuals with Disabilities Education Act (IDEA).

a. If a student may have a disability, the Grantee shall refer the student to the school district in which the student resides for assessment and services.

6. Expanding Enrollment of Eligible Students

- a. Grantee shall prioritize enrolling eligible students with the greatest number of risk factors as part of the recruitment process by using the following eligibility criteria:
 - i. Economically disadvantaged as determined by the family meeting federal income requirements for qualifying to receive free or reduced school lunch;
 - ii. Whose parents or legal guardian reports that the student has experienced at least one risk factor;
 - iii. Is an English Learner; or
 - iv. has ever been in foster care
- b. The Grantee will collect the following information when enrolling eligible students:
 - i. Name, address, phone number
 - ii. Birthdate and age of the child at the time of enrollment
 - iii. Race or Ethnicity (optional)

- iv. School Readiness Eligibility Form (Attachment I)
- c. The Grantee shall meet the approved enrollment of eligible students. If the Grantee cannot meet the approved enrollment, funding may be reduced proportionately to the actual enrollment of eligible students.
 - DWS reserves the right to reimburse invoices based upon the approved enrollment rather than actual attendance to address programming challenges related to the School Readiness Program Reimbursement and Closure Policy. The needs under this policy will be assessed continuously during the 2025-2026 school year. DWS will return to reimbursement based on actual attendance at DWS discretion, based on assessed need.
- d. Grantee shall demonstrate ongoing maintenance of enrollment of approved eligible students.

7. Pre-Kindergarten Entry and Exit Profile (PEEP) Assessments

Within 30 days of execution of the agreement, Grantee shall select internal assessor(s) to administer assessments identified by the School Readiness Team for each student who is four years old before September 2, 2025, as follows:

- a. The Grantee shall perform the PEEP within the first four weeks before or the first four weeks after the start of the program year.
- b. The Grantee shall perform the PEEP within the last four weeks before the end of the program year.
- c. The Grantee shall ensure:
 - 1. All Pre-Kindergarten Entry and Exit Profile (PEEP) assessors have completed annual assessment training (completed the online Canvas course, participated in a training provided by the grantee, or watched the YouTube training) and administered the assessment with fidelity.
 - 2. Internal employee(s) are designated to collect school readiness assessment data and submit that data to USBE.
 - 3. They can securely store and submit school readiness assessment data to USBE in a manner that corresponds with assigned SSID numbers.
- d. Grantee shall provide assurances to USBE of notifying a parent(s) or guardian(s) of preschool students participating in grant-funded programs when sharing collected personally identifiable data associated with numbers or PEEP data. Upon registration, the grantee will provide PEEP data collection language to parent(s)/guardian(s).

8. Data Collection

- a. Grantee shall collect, track, and report the following data:
 - i. Student-level SSID-associated student tracking. See *Attachment H: Data Sharing*, for specific data elements and transmission requirements.
 - ii. School Readiness Assessment (PEEP) data
 - iii. Documentation demonstrating student growth in Literacy and Numeracy standards
- b. Enrolled eligible and total students who remained in the program for the complete program year and were four before September 2, 2025
- c. Invoicing Eligibility determination used to qualify students:
 - i. Number of students who are economically disadvantaged
 - ii. Number of students with at least one reported risk factor and number ranges of risk

factors present for eligible students

- iii. Number of students who are English language learners
- d. Other data requested by DWS and the School Readiness Team

9. Early Childhood Environment Rating Scale (ECERS) Observations

- a. LEAs will be observed at least three class sessions per 500 students with one additional observation per every 500 students over 500.
- b. Private providers will be observed a minimum of one-third of classrooms in a program. If a private provider serves over 500 students, OCC will follow the LEA guidelines above.
- c. Grantee shall make funded site preschool classrooms available for classroom visits by the following:
 - i. USBE or its designee
 - ii. DWS or its designee
- d. When evaluated during the grant period, the Grantee shall maintain a high-quality rating of:
 - i. A minimum overall ECERS-3 score of 3.67, a minimum sub-score of 4 in Language and Literacy, and a minimum sub-score of 4 in Interactions.

10. Document Retention

- a. Grantee shall maintain copies of the following:
 - i. Invoices
 - ii. Enrollment forms
 - iii. Eligibility forms
 - iv. SSID numbers and any data produced for DWS and the School Readiness Team
 - v. Attendance records for all children in each classroom funded by the High Quality School Readiness grant
 - vi. Documentation related to expenses billed to DWS
- b. Documents shall be organized and securely maintained electronically and be accessible at the request of DWS and USBE staff.
- c. Documents shall be retained:
 - i. For at least six (6) years after final payment
 - ii. Until all audits initiated within the six (6) years have been completed, whichever is later

11. High Quality Program Services

Grantee shall maintain high quality preschool services at all times during the grant period, consistent with <u>Utah Code §35A-15-202</u>. Elements of high-quality preschool services include:

- a. An evidence-based curriculum aligned with all developmental domains and academic content areas as defined in the <u>Utah Core State Standards for Early Learning: Ages 3-5</u> adopted by USBE that incorporates:
 - i. Intentional and differentiated instruction in whole group, small group, and child-directed learning
 - ii. Intentional instruction in key areas of literacy and numeracy, as determined by the USBE that:
 - 1. Is teacher-led or through a partnership with a contractor as defined in <u>Utah Code</u> §53F-4-401
 - 2. Includes specific literacy and numeracy skills such as phonological awareness
 - 3. Includes provider monitoring and ongoing professional learning and coaching

- b. Ongoing, focused, and intensive professional learning for staff of the school readiness program
- c. Ongoing assessment of a student's educational growth and development progress to inform instruction
- d. Ongoing program evaluation and data collection to monitor program goal achievement and implementation of required program components
- e. Family engagement, including ongoing communication between home and school, and parent education opportunities based on each family's circumstances
- f. Coaching:
 - i. Programs must identify a program coach to meet with teachers in grant classrooms continuously. Coaches must have scheduled time in each of the grant classrooms. Coaches must use strategies including, but not limited to, observation, modeling, teacher feedback and reflection.
 - ii. Coaches on the HQSR grant may attend monthly Professional Learning Communities (PLCs) regularly throughout the school year.
 - iii. Coaches on the HQSR grant must attend a Community of Practice (COP) quarterly meeting. Depending on the month of the COP meeting, PLC monthly meetings will not be held.
 - iv. Coaches on the HQSR Grant must meet with mentor coaches individually, either monthly or quarterly, to receive guidance and support in implementing grant components and coaching requirements within their grant program.
- g. By the second year of employment, lead teachers must have obtained one of the following:
 - i. Current Child Development Associate certification (CDA)
 - ii. An associate or bachelor's degree in an early childhood education-related field; and
- h. A Preschool to Kindergarten transition plan

12. Background Check

Grantee must meet all applicable requirements under the Department of Health and Human Services (DHHS), Child Care Licensing

13. Monitoring

- a. Grantee shall make each funded site available for on-site or virtual monitoring visits by DWS and USBE if requested. Other monitoring may include but is not limited to, technical assistance, desk reviews, site visits, expenditure document review, or monitoring by a third party.
- b. A Performance Improvement Plan (PIP) may be implemented for Grantees not meeting the requirements. Grantee shall adhere to the requirements and expectations in this plan within the required timeframe for improvement. Grantees must also attend additional meetings with program specialists for frequent PIP progress. Failure to follow the performance improvement plan may result in immediate termination of this agreement.

14. Reporting

- a. Grantee shall submit quarterly reports during the program year using templates provided by DWS. Quarterly report due dates are as follows:
 - i. First quarterly report no later than October 31, 2025
 - ii. Second quarterly report no later than January 30, 2026
 - iii. Third quarterly no later than June 16, 2026
- b. Reports shall be prepared according to reporting guidelines using the templates that DWS will provide.

- c. Reports are to include, but are not limited to:
 - i. Programming information
 - ii. Program progress reports
 - iii. Activities maintaining elements of high-quality preschool programming
 - iv. Description of evidence-based curriculum
 - v. Lesson plans that show evidence of:
 - 1. Alignment to <u>Utah Core State Standards for Early Learning: Ages 3-5</u>
 - 2. Intentional and differentiated instruction in whole group, small group, and childdirected learning
 - 3. Adaptions addressing specific needs of ability levels
 - 4. Evidence of explicit instruction on literacy and numeracy that is teacher-led or in cooperation with a technology provider defined in <u>Utah Code §53F-4-401</u>.
 - vi. Pre-, mid-, and post-school year assessment data and analysis addressing all skill areas of the <u>Utah Core State Standards for Early Learning: Ages 3-5</u>
 - vii. Evidence of PEEP Assessment Training
 - 1. Grantees administering PEEP for the first time must complete the extended version of the PEEP training.
 - 2. Grantees who have completed the extended version of the PEEP training must complete the PEEP refresher courses every year.
 - viii. Evidence of ongoing coaching and intensive professional learning for teachers
 - ix. Examples of family engagement
 - x. Kindergarten transition plan
 - xi. Enrollment and attendance records
 - xii. Student-teacher ratios (1:10)
 - xiii. A narrative explaining the use of pre-, mid-, and post-school year assessments to individualize and differentiate instruction
 - xiv. Lead teacher credentials
 - xv. Eligible student enrollment data disaggregated by:
 - 1. at least one risk factor;
 - 2. is an English learner;
 - 3. has ever been in foster care;
 - 4. or another risk factor as defined in <u>Utah Code §53F-4-401</u>.
 - xvi. Aggregated student attendance data
 - xvii. Cost per eligible student
 - xviii. Number of enrolled eligible and total students who were four (4) before September 2, 2025, and remained in the program for the complete program year
 - xix. Proof of Child Care License or License Exempt DWS approval

15. Expense Reimbursement

- a. The Grantee shall submit requests for reimbursement using a template provided by DWS.
- b. Programs with approved contracted coaches, must submit the Contracted Coach Monthly Invoice Report form, which will be completed by the contracted coach every month and submitted to the grant administrator in a PDF format for signature. Once both parties have signed the form, the grant administrator will submit the monthly invoice report with

monthly or quarterly program invoices.

- c. The Grantee shall submit monthly billing invoices and detailed spending reports. The Grantee must submit the final invoice no later than July 7 each year.
- d. Reimbursement may be held until the Grantee has resolved any issues regarding compliance with grant requirements, including outcomes.
- e. All funds must be spent before the end of the grant term. Unspent funds will be forfeited.

16. Budget and Grant Proposal Changes

Budgets approved by the Department are final. The Grantee may request changes using DWSprovided budget change forms, and must receive prior approval from the program specialist. Modifications to the budget require alignment with the High Quality School Readiness grant and the purposes and outcomes identified by the Grantee in the grant application.

- a. The budget may be modified for failure to meet the requirements of the contract agreement.
- b. Budget changes shall not be made in the last calendar month of the contract term.

II. EXPECTED OUTCOMES

- 1. Grantee shall meet proposed eligible student enrollment expectations.
- 2. Grantee shall provide evidence of student academic development and social skill growth demonstrating preparation for student entry into kindergarten.
 - a. Grantee shall meet PEEP progress cut scores in Literacy and Numeracy.
- 3. The Grantee shall demonstrate students' academic progress through quarterly progress reports and monitoring.
- 4. The Grantee shall meet the ECERS-3 observation score improvement goals proposed in the grant application.
- 5. Grantee shall collaborate with DWS and USBE to use the ECERS-3 tool to:
 - a. Debrief about the ECERS-3 observation(s) to identify gaps
 - b. Help develop ongoing targeted goals to maintain program quality
 - c. Verify maintenance of high-quality preschool services under ECERS-3 standards
 - d. Adjust the classroom environment
 - e. Identify needed classroom materials

	YEAR 1 PERFORMANCE GOALS				
Goal 1		Outcome 1			
Goal 2		Outcome 2			
Goal 3		Outcome 3			
Goal 4		Outcome 4			

ATTACHMENT C: HIGH QUALITY SCHOOL READINESS ALLOWED AND DISALLOWED COSTS

All proposed expenses must support the needs of achieving high-quality programming and follow applicable state finance rules for expenditures. Budget proposals must align with the grant application and clearly outline how expenses will be used to support the expectations of the grant. Any costs charged to the High Quality School Readiness Grant program must be necessary, reasonable, and allocable to the program. Grant funding cannot be used to supplant existing funding. The list below is not exhaustive, and any questions about expenditures should be reviewed with the DWS OCC Program Specialist.

Allowed				
Presenter or professional services related to the High Quality School Readiness Grant	Consumable products such as art or paper supplies (may not exceed 5% of the annual grant amount unless otherwise specified) for new classrooms			
License-exempt background checks and fingerprinting requirements for CCDF funding	Out-of-state travel with pre-approval from DWS			
Licensed exempt training requirements for CCDF funding	Age-appropriate computer software that supports the curriculum for eligible students for new classrooms.			
License exempt DWS approval Department of Health Childcare Licensing training	Computers/laptops (not to exceed \$1,000 per device) or tablets in new classrooms for children's use, with DWS Program Specialist pre-approval prior to purchasing			
Licensed exempt Utah Registry for Professional Development (URPD) teacher credential database uploads	Field trips that include an educational component, support prevention components or are related to quality programming and curricula			
Coaching	Professional resources for staff			
Family Engagements	Professional development for all staff (focusing on the needs of eligible students) and for expanding staff's professional development			
Evidence-based, developmentally appropriate curriculum	Salary for staff in new classrooms for lesson planning/preparation time when staff are not responsible for students			
Learning play materials	Kindergarten transition (coordination and planning)			
Equipment (not furniture)	Raise wages for existing staff above the wage paid at the time of application			
Ongoing training for coach(es)	Salary for staff that work additional hours for parent/teacher conferences, family engagement events, PEEP entry and exit training, and assessment administration.			
CDA Credential (training only)				
	Disallowed			
Food expenses, including light refreshments	Stationary playground equipment			
Licensed preschool program background checks and/or fingerprinting (represents supplanting)	Vehicle purchases, repair costs, or maintenance			
Licensed preschool program training requirements	Bad debts (bank overdraft fees, collection fees, and debt collection)			
Licensed preschool Department of Health Childcare Licensing training (represents supplanting)	State sales tax for tax-exempt organizations			
Goods or services for personal use	Utah Registry for Professional Development (URPD) training and teacher credential database uploads for licensed preschools (represents supplanting)			
Rent or mortgage payment	Bank fees			
Building maintenance and repairs	Tuition for child care			
Major construction	Field trips or activities for entertainment purposes such as movies, gaming arcades, and amusement parks			
Business expenses required by Child Care Licensing (CCL) or other regulating agencies	Any payment to a family member of an owner, director, officer, or board member of an organization without previous disclosure and approval by DWS			
DVD players or gaming systems	Entertainment for staff (i.e.: amusement, entertainers, social activities, show tickets , outside meals, lodging)			
Office equipment such as desks, chairs, and computers				

ATTACHMENT D

BACKGROUND CHECK REQUIREMENTS

CRIMINAL BACKGROUND CHECK REQUIREMENTS FOR GRANTEES AND CONTRACTORS PROVIDING SERVICES TO DWS CUSTOMERS, MINORS, OR VULNERABLE ADULTS

- A. Unless Contractor is exempt under section C, Contractor shall obtain:
 - 1. an annual BCI check for each employee or volunteer who has access to DWS customer confidential information; and
 - 2. a fingerprint-based national criminal history record check from the FBI for each employee or volunteer who provides direct services or who has direct access.
 - a. If Contractor uses the FBI Next Generation Identification fingerprint-based check or Rap Back system, a background check is required only once for the employee or volunteer for as long as Contractor is receiving notification.
- B. Contractor must obtain background checks according to Contractor's qualifications to request background checks.
 - Contractor must be certified or must become certified as a qualifying entity by BCI if Contractor meets the qualifications to request criminal history information under Title 53, Chapter 10, Criminal Investigations and Technical Services Act, and federal law, including Public Laws 105-251, 109-248, and 92-544 (qualified entities working with children or vulnerable adults, fiduciary funds, national security, or under other statutory authority).
 - If Contractor does not meet the statutory requirements identified in subsection B.1, Contractor shall require each employee or volunteer for whom a background check is required to obtain a background check in compliance with section A.
 - a. BCI information may be found at <u>https://bci.utah.gov/obtaining-utah-criminal-history-records-of-your-employees/</u>.
 - b. FBI information may be found at <u>https://www.fbi.gov/how-we-can-help-you/more-fbi-services-and-information/identity-history-summary-checks</u>.
- C. Sections A and B do not apply to a Contractor who is required by law or by another governmental entity (e.g., Child Care Licensing, State Universities, Shelter Licensing) to obtain background checks for employees and volunteers. If Contractor is exempt under this section C, Contractor shall:
 - 1. provide DWS with Contractor's background check policy, which must identify:
 - a. the type of background check required;
 - b. who is required to be background checked;
 - c. the frequency of the background check; and
 - d. the criteria used to determine whether the individual passes or fails the background check;
 - 2. submit proof to DWS of Contractor's compliance with the law, regulation, or requirement that Contractor obtain background checks; and

- 3. immediately notify DWS if an employee's or volunteer's shows any criminal history identified in section E.
- D. Contractor shall immediately notify DWS if an employee's or volunteer's record shows any criminal history identified in section E.
- E. Unless otherwise and expressly authorized by DWS, Contractor shall restrict or prohibit an individual from accessing confidential information, providing direct service, or having direct access:
 - 1. until a valid background check is completed; or
 - 2. if the background check indicates:
 - a. a conviction or plea in abeyance for any matter involving:
 - i. a financial crime, including theft, fraud, identity theft, larceny, and embezzlement;
 - ii. illegal drug use or trafficking;
 - iii. a sexual offense;
 - iv. lewdness;
 - v. domestic violence;
 - vi. battery;
 - vii. a crime against the individual under Title 76, Chapter 5, Offenses Against the Individual, or similar offense in another state; or

viii. any Utah felony or class A misdemeanor, or a similar offense in another state; or

- b. any other conduct or action that, in the judgment of DWS:
 - i. may create a risk of harm to a DWS customer, a minor, or a vulnerable adult; or
 - ii. suggests the individual may compromise confidential information.
- F. A guest is not required to complete a background check. Contractor shall ensure a guest does not have access to confidential information.
- G. If Contractor is a youth service organization, Contractor shall comply with Title 80, Chapter 8, Youth Service Organizations (2024 Senate Bill 158).
 - 1. Contractor shall:
 - a. complete a registered sex offender check for each youth worker;
 - b. provide reasonable training in sexual abuse identification and reporting to each youth worker; and
 - c. implement reasonable child abuse prevention policies and procedures as required by Utah Code section 80-8-202 (2024 Senate Bill 158).
 - 2. Contractor may not employ an individual as a youth worker or allow the individual to volunteer as a youth worker:
 - a. unless Contractor has completed a registered sex offender check for the individual; or

- b. if the individual is registered on the state's Sex and Kidnap Offender Registry or the National Sex Offender Public Website.
- H. Contractor shall be responsible for all expenses associated with each background or other check unless otherwise assigned to the employee or volunteer by Contractor, or otherwise provided for by DWS in this Agreement.
- I. Contractor shall maintain records demonstrating Contractor's compliance under this Attachment, including annual and verifiable background or other checks for each individual, and provide such records to DWS upon request.
- J. DWS may terminate this Agreement if Contractor fails to complete a background or other check for an employee or volunteer, fails to maintain records, or otherwise fails to perform its obligations under this Attachment.
- K. Definitions.
 - 1. "BCI" means the Utah Bureau of Criminal Identification.
 - 2. "Confidential information" means personal identifying information, including medical records, clinical records, counseling records, financial records, and case information.
 - 3. "Contractor" means a DWS contractor, subcontractor, grantee, or subgrantee.
 - 4. "Direct access" means an individual has, or likely will have, contact with or access to a minor or vulnerable adult and such contact or access provides the opportunity for personal communication or touch. *See* Title 26B, Utah Health and Human Services Code, Chapter 2, Licensing and Certifications.
 - 5. "Direct service" means the provision of services to a minor or vulnerable adult in the physical presence of the minor or vulnerable adult. Services include counseling, mentoring, job coaching, training, job search activities, testing, or providing mental health and medical services.
 - 6. "DWS" means the Utah Department of Workforce Services or its divisions.
 - 7. "DWS customer" means an individual served with funding provided by DWS.
 - 8. "Guest" means an individual in the program temporarily and who will not be allowed unsupervised direct access.
 - 9. "Minor" means an individual under the age of 18 years old.
 - 10. "Vulnerable adult" means:
 - a. an individual 65 years old or older; or
 - b. an adult 18 years old or older who has a mental or physical impairment, including mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, short-term memory loss, or other cause which substantially affects the adult's ability to:
 - i. provide personal protection;
 - ii. provide necessities such as food, shelter, clothing, or medical or other health care;
 - iii. obtain services necessary for health, safety, or welfare;

- iv. carry out activities of daily living;
- v. manage the adult's own resources; or
- vi. comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. *See* Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Individual.
- 11. "Youth service organization" and "youth worker" are defined in Title 80, Chapter 8, Youth Service Organizations (2024 Senate Bill 158).

ATTACHMENT E CODE OF CONDUCT

Each **Contractor/Grantee employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has interaction with clients must sign this Code of Conduct (Code) at the beginning of the grant or upon hire. A signed copy of this Code must be in employee's/volunteer's file subject to inspection and review by Department.**

The purpose of this Code is to protect vulnerable clients from abuse, neglect, maltreatment and exploitation. The Code clarifies the expectation of conduct for providers of contracted, licensed and certified programs and their employees, which includes administrative staff, non direct care staff, direct care staff, support services staff and any others when interacting with clients.

Persons protected by this Code include any person under the age of 18 years and any person 18 years of age or older who is impaired because of: mental illness; mental deficiency; physical illness or disability; use of drugs; intoxication; or other cause, to the extent that they are unable to care for his own personal safety, health or medical care, and is a participant in, or a recipient of a program or service contracted with, or licensed or certified by the Department of Workforce Services.

All references to "Contractor" herein shall include the Contractor, its employees, officers, agents, representative or those authorized by the Contractor to perform services under this Agreement.

The Contractor agrees that it shall adhere to this Code when providing services and shall require all others authorized through or engaged by the Contractor to perform services to follow the same Code.

Contractor understands and acknowledges that failure to comply with this Code may result in corrective action, probation, suspension, or termination of contract, license or certification.

Nothing in this Code shall be interpreted to mean that clients should not be held accountable for misbehavior or inappropriate behavior on their part, or that providers are restricted from instituting suitable consequences for such behavior.

Contractor and its authorized agents shall not abuse, sexually abuse or sexually exploit, neglect, exploit or maltreat or cause physical injury to any client. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to supervisory personnel.

Contractor shall not, by acting; failing to act; encouragement to engage in; or failure to deter from; cause any client to be subject to abuse, sexual abuse or sexual exploitation, neglect, exploitation, or maltreatment. Contractor shall not engage any client as an observer or participant in sexual acts. Contractor shall not make clearly improper use of a client or their resources for profit or advantage.

Abuse includes, but is not limited to:

- 1. Harm or threatened harm, meaning damage or threatened damage to the physical or emotional health and welfare of a person.
- 2. Unlawful confinement.
- 3. Deprivation of life-sustaining treatment.

- 4. Physical injury including, but not limited to, any contusion of the skin, laceration, malnutrition, burn, bone fracture, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a person's health or welfare.
- 5. Any type of physical hitting or corporal punishment inflicted in any manner upon the body.

Sexual abuse and sexual exploitation includes, but is not limited to:

- 1. Engaging in sexual intercourse with any client.
- 2. Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client, with the intent to arouse or gratify the sexual desire of any person.
- 3. Employing, using, persuading, inducing, enticing, or coercing a client to pose in the nude.
- 4. Employing, using, persuading, inducing, enticing or coercing a client to engage in any sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling material depicting nudity, or engaging in sexual or simulated sexual conduct with a client.
- 5. Committing or attempting to commit acts of sodomy or molestation with a client.
- 6. This definition is not to include therapeutic processes used in the treatment of sexual deviancy or dysfunction which have been outlined in the clients treatment plan and is in accordance with written agency policy.

Neglect includes but is not limited to:

- 1. Denial of sufficient nutrition.
- 2. Denial of sufficient sleep.
- 3. Denial of sufficient clothing, or bedding.
- 4. Failure to provide adequate supervision, including impairment of employee resulting in inadequate supervision. Impairment of an employee includes but is not limited to use of alcohol and drugs, illness, or sleeping.
- 5. Failure to arrange for medical care or medical treatment as prescribed or instructed by a physician when not contraindicated by agency after consultation with agency physician.
- 6. Denial of sufficient shelter, except in accordance with the written agency policy.

Exploitation includes, but is not limited to:

- 1. Utilizing the labor of a client without giving just or equivalent return except as part of a written agency policy which is in accordance with reasonable therapeutic interventions and goals.
- 2. Using property belonging to clients.
- 3. Acceptance of gifts as a condition of receipt of program services.

Maltreatment include, but is not limited to:

- 1. Physical exercises, such as running laps or performing pushups, except in accordance with an individual's service plan and written agency policy.
- 2. Chemical, mechanical or physical restraints except when authorized by individual's service plan and administered by appropriate personnel or when threat of injury to the client or other person exists.
- 3. Assignment of unduly physically strenuous or harsh work.

- 4. Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
- 5. Group punishments for misbehavior of individuals except in accordance with the written agency policy.
- 6. Verbal abuse by agency personnel. Engaging in language whose intent or result is demeaning to the client except in accordance with written agency policy which is in accordance with reasonable therapeutic interventions and goals.
- 7. Denial of any essential program service solely for disciplinary purposes except in accordance with written agency policy.
- 8. Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes except in accordance with written agency policy.
- 9. Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
- 10. Extensive withholding of emotional response or stimulation.
- 11. Exclusion of a client from entry to the residence except in accordance with the written agency policy.

Contractor shall document and report to DWS abuse, sexual abuse and sexual exploitation, neglect, maltreatment and exploitation as outlined in this Code and cooperate fully in any resulting investigation. Reports may be made by contacting the local Regional Office within 24 hours on the first available work day. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to the Department of Workforce Services.

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

ATTACHMENT F

NON-DISCLOSURE AGREEMENT

Each **Contractor/Grantee** employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has access to Customer personal information must sign this Non-Disclosure Agreement at the beginning of the grant or upon hire. A signed copy of this Agreement must be in each employee's/volunteer's file subject to inspection and review by the Department of Workforce Services (DWS).

The **Contractor/Grantee** and its employees and volunteers will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure.

- 1. The information shall be used only to the extent necessary to assist in the purposes identified within this Agreement and shall not be re-disclosed for any purposes not specifically authorized in this contract.
- 2. The information shall be stored in a place physically secure from access by unauthorized persons.
- 3. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
- 4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
- 5. The Contractor/Grantee has provided me instruction regarding the private nature of the information and I understand I am subject to State and Federal law penalties for unauthorized disclosure of information.

Signature

Date

Print Name

ATTACHMENT G DATA SHARING High Quality School Readiness Grant

Grantee shall share student tracking information with Utah State Board of Education's (USBE) Secure File Transfer Server or through Qualtrics. Data will be sent via secure logon access granted by USBE to download provided file templates and securely upload completed documents with the data elements identified below.

For the initial assignment and setup of SSID numbers:

School Name Last Name First Name Middle Name Date of Birth Gender Birth State OR Birth Country Birth Certificate State File Number OR Passport Number Parent Name(s)

Data elements to be shared with USBE associated to assigned SSID number:

Assigned SSID School Readiness Pre-Assessment scores for Literacy, Numeracy, and Life Learning Skills School Readiness Post-Assessment scores for Literacy, Numeracy, and Life Learning Skills

Data Elements to be shared from the School Readiness Eligibility form with USBE via Qualtrics:

Child's name Child's date of birth Parent/guardian name Address Phone number School student will attend for Kindergarten Kindergarten eligibility based on age Risk factor assessment information

For requested information from the School Readiness Eligibility form, notice shall be provided to parents or guardians of students under the High Quality School Readiness Grant. The personal data request notice described in Administrative Code 63A-19-402 shall include:

- a. the reasons the individual is asked to provide the personal data;
- b. the intended purposes and uses of the personal data;
- c. the consequences for refusing to provide the personal data;
- d. the classes of persons and entities that:
 - i. share the personal data with the governmental entity; or
 - ii. receive the personal data from the governmental entity on a regular or contractual basis; and iii. the record series in which the personal data is or will be included, if applicable.

Attachment H HIGH QUALITY SCHOOL READINESS (HQSR) GRANT 2025-2028 SCORE SHEET FOR EVALUATORS

App	licant	#:
-----	--------	----

*Instructions: Evaluate the application based on the criteria listed in the rubric.

Evaluator #:

For a maximum score of 5: Most Rigorous = 5, Somewhat Rigorous = 3-4, Emerging = 2, Insufficient = 1, No Response = 0

For a maximum score of 10: Most Rigorous = 10, Somewhat Rigorous = 6-9, Emerging = 3-5, Insufficient = 1-2, No Response = 0

For a maximum score of 15: Most Rigorous = 11-15, Somewhat Rigorous = 6-10, Emerging = 3-5, Insufficient = 1-2, No Response = 0

1. Grant Goals and Outcomes. (15 Points Possible)

1. Enter anticipated outcomes for the grant period.

1A. What pre-, mid-, and post-school year assessment tools will be used to measure student academic development and social skill growth?

- i. What is the benchmark for student growth from pre- to mid- and post-school year assessment?
- ii. What historical data was used to establish this benchmark?

1B. Organization Proposal Goals- List four specific, measurable, achievable, relevant, and timely (SMART) performance goals related to recruiting and serving the most at-risk population, targeting the use of grant funding to the highest-risk students. Literacy and Numeracy Growth, and ECERS-3 Evaluation scores.

No Response	Insufficient – (1-2 Points)	Emerging – (3-5 Points)	Somewhat Rigorous – (6-10 Points)	Most Rigorous – (11-15 Points)
(0 Points)	Minimal information is	Partial information is	• Some information is filled out, and most	 Four goals are accurately filled out.
	completed. Goals are	completed.	is addressed.	 There is a detailed summary of the
	not specific, and	Lacks detailed substance with	Provides adequate information to	organization's goals, and the outcomes
	outcomes don't seem	limited information about the	understand the organization's goals and	accurately match each goal provided.
	to align with those	organization's goals and how	outcomes around each of the four	 Answers provided include elements
	provided goals.	the proposed outcome for 🔶	elements of high-quality specified.	related to goals around all four required
		each goal will be met.		performance goals.
Comments:				Possible Points for #1: (15 Points)
				Points Awarded:

2. Program	Description. (5 Points Possible)			
	ry of quality preschool programs admivaluate the program.	nistered by this organization and the organiz	zation's level of administrative support and lea	adership to effectively implement,
No Response (0 Points)	 Insufficient - (1 Point) Minimal information is complete The program's history of capabil to run an effective preschool program is not described clearly Does not provide information to understand the program's implementation, monitoring, an evaluation. 	 effectively implemented preschool program is summarized. Lacks detailed substance with limi information about the organizatio and how the administrative support 	 Provide adequate information to understand the level of administrative support provided to implement and monitor the program effectively. Not all details about how the program 	 Most Rigorous – (5 Points) The history of quality preschool programs is summarized clearly. There is a detailed summary of the organization's level of leadership structure to implement, monitor, and evaluate the program.
Comments:				Possible Points for #2: (5 Points) Points Awarded:
	Based Curriculum (5 Points Possible)			
	-based curriculum(s) does your progra ning StandardsAges 3 to 5.	m use? Explain how that curriculum(s) aligns	s with all the developmental domains and aca	demic content areas defined in the
No Response (0 Points)		An inadequate amount of information is provided. The curriculum is not described clearly or does not adequately with	mmarized. culum appears to align main academic content s in the standards rally. aligned with t Early Learning Curriculum re and is offered reflects the h Curriculum, c	ils a research-based curriculum the Utah Core State Standards for g for Ages 3 to 5. Iflects a balance of areas of learning l in an integrated manner that olistic nature of learning. hassroom materials, and equipment te to each student's developmental

Comments:			F	Possible Points for #3: (5 Points)
	10	S	F	Points Awarded:
		Assessment and Adaptation of Ins		irected learning? How does the program use ongoing
			pmental progress to inform intention	
No Response (0 Points)	 Insufficient – (1-2 Points) Minimal information regarding what methods are used around intentional and differentiated instruction as well as how student assessment takes place to determine if adaptation of instruction is needed is provided. 		 Somewhat Rigorous - (6-9 Points) Intentional and differentiated instructional methods are summarized. The program generally discusses the learning environment plan but lacks sufficient detail. Description of who will administer the assessments with fidelity is provided and clearly stated. Some details are present about how pre-, mid-, and post-school year assessments will be conducted and used in intentional and differentiated instruction. 	 Most Rigorous – (10 Points) Proposal describes varied and intentional teaching strategies that are planned depending on students' developmental levels and unique needs and descriptions of differentiated instruction. Proposal describes how staff intentionally teach and differentiate students' engagement with their environment in whole-group, small-group, and student-directed learning. Proposal describes how a positive, responsive, and caring environment promotes the interaction of students with adults, students, and curriculum/materials. Proposal describes how the social environment is structured to promote engagement.

Comments:	Possible Points for #4: (10 Points)
	Points Awarded:
5. Intentional Instruction in Literacy and Numeracy. (10 Points Possible)	
Describe intentional instruction methods for the literacy and numeracy skills outlined below partnership with a contractor as defined in <u>Section 63N-20-10</u> 1.	, as determined by the Utah State Board of Education that is teacher-led or through a
No Response (0 Points)Insufficient – (1-2 Points)Emerging – (3-5 Points)Somewh• Minimal information is provided regarding what intentional instruction methods are used in literacy and numeracy skills.• Emerging – (3-5 Points)Somewh• Minimal information is provided regarding what intentional instruction methods are used in literacy and numeracy skills.• There is an inadequate amount of information provided.• Intentional and n used intentional instruction intentional instruction in intentional instruction intentional instruction	 At Rigorous - (6-9 Points) Most Rigorous - (10 Points) Proposal describes ongoing intentional instruction methods in key areas of literacy and numeracy skills that are teacher led or through a partnership with a contractor. Proposal describes how a positive, responsive, and caring environment promotes the intentional instruction of numeracy and literacy skills. Proposal describes how the social environment is structured to promote engagement, interaction, communication, and learning during intentional instruction.
Comments:	Possible Points for #5: (10 Points) Points Awarded:

6. Profession	al Development. (5 Points Possible)			
Describe the pr	ogram staff's ongoing and focused profe	essional development and h	ow your program tracks the completion of	these activities.
No Response (0 Points)	 Insufficient – (1 Point) Minimal information is completed regarding what activities for professional development are provided. No details were provided regarding how the completion of professional development activities is tracked. 	 Emerging – (2 Points) Limited information provided. Professional development is addressed but is broad or lacks clarity. How the completion of activities is tracked is unclear. 	 Somewhat Rigorous – (3-4 Points) Professional development plan is summarized. Description of professional development is clear but lacks sufficient detail. Information on how the completion of professional development activities is tracked is incomplete. 	 Most Rigorous – (5 Points) Professional learning needs of staff are assessed in the design of the professional development program. Proposal describes a clear, thorough, and well- detailed staff development plan for all staff. Professional development is varied, including a full range of experiences that provide initial preparation and ongoing support. Professional development assists all staff in understanding and overcoming barriers to equitable participation. Professional development is intensive, focused, and of sufficient duration to achieve the purposes and goals of the program. The plan includes adequate time for learning and implementing professional development practices. A tracking system is provided and well-detailed regarding how the program is making sure professional development activities are being provided and completed by staff.
Comments:		-		Possible Points for #6: (5 Points)
				Points Awarded:

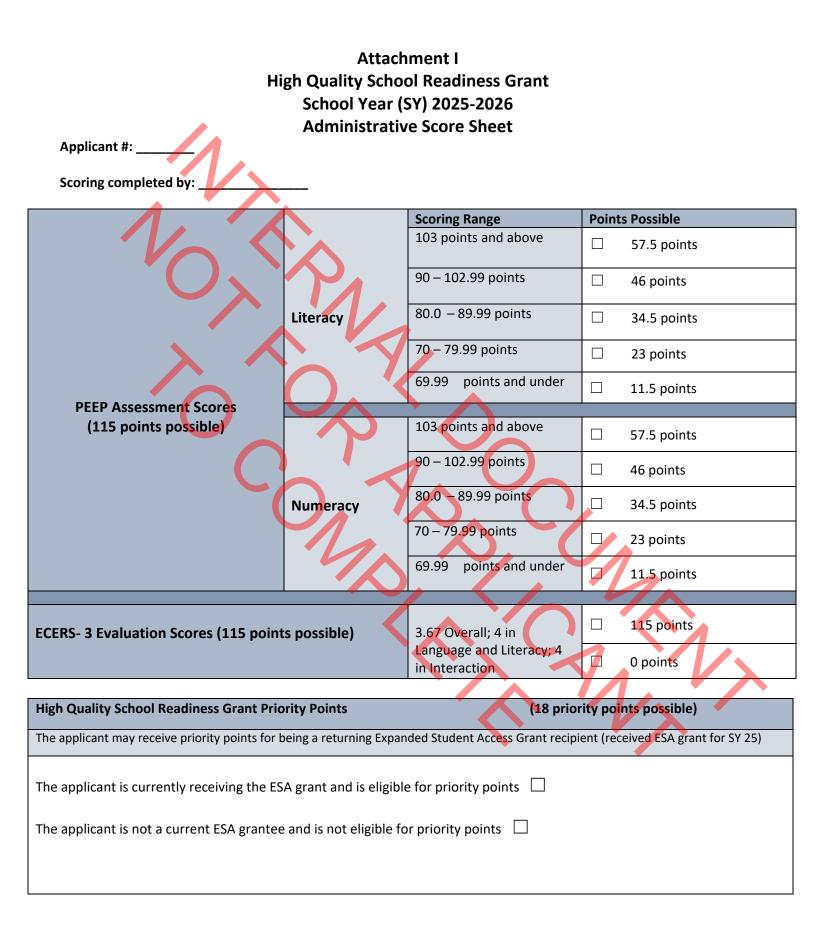
Provide at least activities? Iden	 program has engaged the families sted with preschool transition and barriers?	 It the previous program year. What were the outcomes of these program ensuring you connect with all of the families of the Most Rigorous – (10 Points) The proposal describes a schedule of comprehensive and integrated activities to address the following areas: Communication between home and the program includes one-on-one conferences between teachers and parents, home visits, and regular progress reports. At least four examples of how families are engaged are identified and detailed. The program accommodates varied schedules of parents, language barriers, and family circumstances, showing that barriers are being identified and accurately addressed. Parent education/training will include developmentally appropriate practices and multiple strategies modeled for parents to support their student's development, showing how the activities are assisting with the preschool to kindergarten transition. Description of how parents, grandparents, or other caregivers are welcomed in the program and encouraged to observe their students, participate with students in
		 group activities, and volunteer in the classroom and other areas of the program. Parents will be included in the development and implementation of program activities. Outcomes of the activities are detailed and specifics are provided for each activity.
Comments:		Possible Points for #7: (10 Points) Points Awarded:

	rogram doing throughout the year to support the tra oughout this transition?		ow does this plan also support paren	t(s)/guardian(s) and the schools within the
No Response (0 Points)	 The program minimally addresses the preschool-to-kindergarten transition plan. It does not provide specific examples of what the program is doing to support the preschool-to-kindergarten transition. Details regarding how parents and schools within the community are supported throughout the transition are minimal and do not provide specifics. The program transition 	examples of the ents of a preschool-to- ergarten transition plan emented throughout the	 Somewhat Rigorous – (6-9 Points) The program demonstrates specific details regarding elements of their preschool to kindergarten transition plan and how this has been implemented Specific detail on the "how" is provided regarding including parents and schools throughout the community in the preschool-to-kindergarten transition plan. 	 Most Rigorous – (10 Points) Program demonstrates a detailed understanding of what they do throughout the year to support their students in a preschool to kindergarten transition. Program response shows active communication and relationship building required for a strong transition of students to kindergarten. The program provides examples of methods to help parents feel supported and engages other schools within the community to ensure a successful preschool-to- kindergarten transition. The program shows strong communication and intentional preparation for students to feel supported and confident in the transition.
Comments:		1/2		Possible Points for #8: (10 Points) Points Awarded:

9. Partnership	s to Increase Access. (5 Points Possible)			
As described in Local Education	Utah Code §35A-15-302, does the program Agencies (LEAs) to increase access to high o regarding a plan to build those partnerships	quality school readiness programs for		
No Response (0 Points)	 Insufficient – (1 Point) Minimal information is completed regarding current or planned partnerships to increase access to high-quality preschool programming for eligible students. Existing or planned partnerships are not described clearly, or the plan to increase access is unclear. 	 Emerging - (2 Points) Plan for increasing access to high-quality preschool programming for eligible students is summarized. Lacks substance with limited information about the plan to maintain or increase partnerships to expand access for eligible students. 	 Somewhat Rigorous – (3-4 Points) Plan for increasing or maintaining partnerships to increase access to high-quality school readiness programs for eligible students is summarized. Provides adequate information to understand the plan for expanding eligible student access. 	 Most Rigorous – (5 Points) Existing or planned partnerships are explained clearly. There is a detailed explanation of partnerships, and the means of how those partnerships will assist in increasing access to high-quality preschool for eligible students is detailed and easily understood.
Comments:				Possible Points for #9: (5 Points) Points Awarded:
LO. Program Su	pport and Leadership. (10 Points Possible)		\sim , $<$,	
coaches to supp in leadership po done to increase	Utah Code §35A-15-302(6)(d), explain how ort the preschool classrooms in your progra sitions) support the program, including ong e school readiness for preschool programs?	am. How will your leadership team (so oing grant activities and acknowledgi Describe your program's expectation	uperintendent, principal, vice principal, ea ng classroom space and personnel requir is and the role of your coaches.	arly childhood directors, owners, or those ements? What partnership work is being
	 Minimal information is provided regarding how coaches' There i amoun provide recommendations are used to support the preschool programs and how the program There i amoun provide Answei addres coache is supp 	s an inadequate t of information ed about each question rs do not adequately s the role of the s, how their feedback orted to increase • Answer set up t recomm how th implem is supp	 describes the system that is consupport the feedback and mendations from the coaches, cose suggestions are mented, and how the leadership orting the program the metails are present for Provide the system that is constant of the program the metails are present for 	Rigorous – (10 Points) gram demonstrates an effective system ich is set up to support the feedback vided by program coaches, how that ormation is used to increase program with, and how the leadership is supporting program participation in the grant wer describes an ongoing system of insparent communication between

Comments:	these recommendations Partnership work is missing 	how the leadership team supports the program participation in the grant	between leadership, staff, coaches, and other participants but lack specific program implementation practices.	program director, coach(es) and staff which are then used to increase the effectiveness of the program. Possible Points for #10: (10 Points) Points Awarded:
11. Proposed B	udget for Expansion. (15 Points I	ossible)	\sim ,	
				d Cost per Seat the applicant would incur to meet et form to ensure funds are being requested for
No Response – (0 Points)	Insufficient – (1-2 Points) Responds, but documentation is no complete. Costs are addressed, or the description is vague, making it difficult to determine if stated costs are reasonable the number of stude served. 	not are reasonable for the number of students served. • Not all line items are detailed, and some cost descriptions are		 Most Rigorous – (11-15 Points) Sufficient detail is provided to demonstrate that costs are reasonable for the number of students served. All line item costs are itemized, detailed, and reasonable.
Comments:				Possible Points for #11: (15 Points) Points Awarded:

-	ative. (15 Points Possible) ool Program Expenses- Define	and contextualize the historical presc	hool program costs for each budget catego	ry to provide a narrative of expenses on the
		prmation provided on the Budget Narra		· / · · · · · · · · · · · · · · · · · ·
No Response – (0 Points)	 Insufficient – (1-2 Points) Minimal information is complete, and information from the Budget Form is copied/pasted into this narrative answer. No details are provided regarding the justification for why funds in the budget are being requested. 	 Emerging – (3-5 Points) Limited information provided to support budget needs. Budget narrative details do not match the proposed budget line items on the Budget Form. Details regarding the "why" behind the funds being requested in the budget are not provided. Justification for the proposed amounts does not seem to align with the budget and how many students the program proposes to serve. 	 Somewhat Rigorous – (6-10 Points) Information adequately supports the budget needs. Some details align with the proposed budget line items, and costs are reasonable for grant purposes. Some details regarding the "why" behind the funds requested in the budget are provided. Some justification is included for why the proposed amounts are requested and seem to align with the budget and how many students the program proposes to serve. Not all areas of the budget are addressed. 	 Most Rigorous – (11-15 Points) Thoroughly describes how historical expenses are used to calculate monthly per child cost. Most of the details align with the proposed budget line items and are reasonable for the grant purpose. Specific details regarding the "why" behind the funds requested in the budget are provided. Justification is included for why the proposed amounts are requested and seem to align with the budget and how many students the program proposes to serve.
Comments:				Possible Points for #12: (15 Points) Points Awarded:



Based on Quarter 2 monitoring (typically reviewed in March), is the current Grantee in good standing based on Utah Administrative Code 35A-15-202: Elements of a High Quality School Readiness Program?

1.	Using an evidence-based curriculum that is aligned with all of the developmental domains and academic content areas defined in the Utah core standards for preschool that the state board adopts and that incorporates (a) intentional and differentiated instruction in whole group, small group, and child-directed learning; and (b) intentional instruction in key areas of literacy and numeracy, as determined by the state board.	Yes No	Points Possible: 2
2.	Providing ongoing, focused, and intensive professional learning for staff of the school readiness program	Yes No	Points Possible: 2
3.	Is completing an ongoing assessment of a student's educational growth and development that (a) is aligned to the Utah core standards for preschool that the state board adopts and (b) evaluates student progress to inform instruction;	Yes No	Points Possible: 2
4.	Administers the school readiness assessment to each student	Yes No	Points Possible: 2
5.	Adheres to class size requirements: one adult for every 10 students in the class; classroom size does not exceed 20 students	Yes No	Points Possible: 2
6.	Completes ongoing program evaluation and data collection to monitor program goal achievement and implementation of required program components; meets deadlines for monitoring documentation submission	Yes No	Points Possible: 2

 Provides family engagement, including ongoing communication between home and school, and parent education opportunities based on each family's circumstances 		Yes No	Points Possible: 2
 Has a lead teacher in each eligible classroom who has, by the lead teacher's second year, at least the minimum standard of a child development associate certification (CDA)) or an associate or bachelor's degree in an early childhood education-related field 		Yes No	Points Possible: 2
9. Is effectively implementing a kindergarten transition plan		Yes No	Points Possible: 2
Comments:	Points	Awarded (18	possible):
			e Points:

	Attachm	ent J	
DWS-OCC 676 Rev. 04/2024	State of Department of Wor Office of Cl SCHOOL READINESS	kforce Services hildcare	Office Use Only Is the student eligible? Yes No
Child's Name:		_ Date of Birth:	
Parent(s)/Guardian(s) Name			
Address:			
Phone Number(s):	Neigh	borhood School:	
Is the child eligible for Kinde	rgarten (5 years-old before S	September 2nd, 2024)? Yes No
lf yc	ou selected no, please contin	ue to complete the fo	orm
If you answer yes to any of t	he questions below, the stud	lent is considered eli	gible.
	ed at least one risk factor?		No Unsure
	earner?		No Unsure
3. Has the child ever been		Yes	
4. Is the child eligible for fre (economically disadvanta	aged?)	Yes•	No Unsure
Review the list below. How n which of these apply to your		apply to your child?	(Do not mark
 A member of child's hou Child lives in a neighborh One or both parents has Family has moved at leat Currently lives in a house Child exposed to physical 	nood with high violence/crime a low reading ability	e e in the home at any	
	ul life events (death, chronic		
• A parent of the child did	not graduate from high scho	ol	
Select the number range of	Risk Factors that apply to yo	our child:	
0	1-2 3-5	6-8	9-10
Affirmation: I certify that the	e above information is true a	and accurate to the b	est of my knowledge.
Parent/Guardian Signature:		Da	ate:

Equal Opportunity Employer/Program

Auxiliary aids (accommodations) and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

School Readiness Eligibility Resource Document School Year 2024-2025

Economically Disadvantaged

Locate your household size in the chart below, move across the row and find the amount your income (before deductions) is equal to or less than.

If your income is over the amounts listed below, your child is not eligible for free or reduced priced lunch.

	185% Federal Poverty					
Household Size	Annual	Monthly	Twice Per Month	Every Two Weeks	Weekly	
1	27,861	2,322	1,161	1,072	536	
2	37,814	3,152	1,576	1,455	728	
3	47,767	3,981	1,991	1,838	919	
4	57,720	4,810	2,405	2,220	1,110	
5	67,673	5,640	2,820	2,603	1,302	
6	77,626	6,469	3,235	2,986	1,493	
7	87,579	7,299	3,650	3,369	1,685	
8	97,532	8,128	4,064	3,752	1,876	
For each additional family member, add:	9,953	830	415	383	192	

(Modified from "Child Nutrition Programs Income Eligibility Guidelines (2024-2025)" Federal Register Notice Vol. 89, No. 34, Tuesday, February 20, 2024).

English Learner Definition

According to ESSA, an EL is an individual who

- 1. is aged 3 through 21;
- 2. is enrolled or preparing to enroll in an elementary school or secondary school;
- 3. meets one of the following criteria
 - **a.** was not born in the United States, or whose native language is a language other than English;
 - **b.** is a Native American or Alaska Native, or a native resident of the outlying areas; and comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency (ELP); or
 - **c.** is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant—and
- 4. Language spoken in the home most often is NOT English
- 5. has difficulties in speaking, reading, writing, or understanding the English language, that may be sufficient to deny the individual
 - a. the ability to meet the challenging state academic standards;
 - the ability to successfully achieve in classrooms where the language of instruction is English; or
 - c. the opportunity to participate fully in society.

F

State of Utah Department of Workforce Services Office of Childcare

Office Use Only			
Is the	student eligible?		
	Yes		
	No		

FORMULARIO DE ELEGIBILIDAD DE PREPARACIÓN ESCOLAR

Nombre del niño/a:	Fecha de nacimiento:
Nombre del padre/madre/tutor:	
Dirección:	
Número(s) de teléfono: Es	cuela del vecindario:
¿El estudiante es elegible para el jardín de infantes (5	ວ años de edad al 1 de septiembre de 2024 o antes
de esa fecha)?	Sí No
Si seleccionó "no", co	ntinúe con el formulario
Si responde afirmativamente a cualquiera de las s elegible.	siguientes preguntas, el estudiante se considera
1. ¿Ha experimentado el niño al menos un factor de	riesgo? Sí No No lo sé
2. ¿Es el niño un estudiante de inglés como segundo	idioma? Sí No No lo sé
3. ¿Ha estado el niño en cuidado adoptivo temporal?	Sí No lo sé
 ¿Tiene el niño derecho a recibir almuerzo gratuito reducido (en desventaja económica)? 	o a precio
 Revise la siguiente lista. ¿Cuántas de estas circunstantestos se aplica a su hijo/a. Solo queremos saber la cale Hijo/a de madre de 18 años o menor Un miembro del hogar del niño/a está encarcelado El niño/a vive en un vecindario con mucha violencia Uno o ambos padres tienen una baja capacidad de La familia se ha mudado al menos una vez en el úl Actualmente vive en un hogar con varias familias El niño/a estuvo expuesto/a a abusos físicos o viole momento de su vida El niño/a estuvo expuesto/a al abuso de sustancias momento de su vida El niño/a estuvo expuesto/a al abuso de sustancias momento de su vida El niño/a estuvo expuesto/a na acontecimientos vita problemas de salud mental de un padre o hermano Uno de los padres del niño/a no se graduó de la estado d	ntidad). a/delincuencia e lectura timo año encia doméstica en el hogar en cualquier s (drogas o alcohol) en el hogar en cualquier les estresantes (muerte, enfermedad crónica o
Seleccione el rango de números de factores de riesgo	que se aplican a su hijo:
0 1-2 3-5	6-8
Aceptación: Certifico que la información anterior es verda	dera y exacta a mi leal saber y entender.
Firma del padre/madre/tutor:	Fecha:

Programa de Empleador de Oportunidad Igualitaria

Disponemos de ayudas auxiliares (adaptación) y servicios para personas con discapacidad cuando estas lo solicten llamando al # 801-526-9240. Las individuos quienes son sordas, con problemas de audición o con impedimentos del habla pueden llamar a "Relay Utah" marcandao al 711. Relay Utah en español: 1-888-346-3162.

Documento de recursos de elegibilidad para la preparación escolar Año escolar 2024-2025

En desventaja económica

Ubique el tamaño de su grupo familiar en la tabla incluida a continuación. Luego, desplácese por la fila y encuentre el monto que sea menor o igual al de sus ingresos (antes de las deducciones).

Si sus ingresos **superan** los montos incluidos a continuación, su hijo/a no es elegible para el almuerzo gratis o a precio reducido.

Tamaño del grupo		185% de pobreza federal					
familiar	Anual	Mensual	Dos veces al mes	Cada dos semanas	Semanal		
1	27,861	2,322	1,161	1,072	536		
2	37,814	3,152	1,576	1,455	728		
3	47,767	3,981	1,991	1,838	919		
4	57,720	4,810	2,405	2,220	1,110		
5	67,673	5,640	2,820	2,603	1,302		
6	77,626	6,469	3,235	2,986	1,493		
7	87,579	7,299	3,650	3,369	1,685		
8	97,532	8,128	4,064	3,752	1,876		
Para cada miembro adicional de la familia, añada:	9,953	830	415	383	192		

(Modificado de "Pautas de elegibilidad de ingresos de los programas de nutrición infantil (2024-2025)" Aviso del Registro Federal Vol. 87, No. 32, martes 20 de febrero de 2024).

Definición de estudiante de inglés

Según la Ley de Éxito de Cada Estudiante (*Every Student Succeeds Act*, ESSA), un estudiante de inglés (*English Learner*) es una persona que cumple con lo siguiente:

- 1. tiene entre 3 y 21 años.
- 2. está inscrito o se está preparando para inscribirse en una escuela primaria o secundaria.
- 3. presenta uno de los siguientes criterios:
 - a. no nació en los Estados Unidos o su lengua materna es un idioma distinto al inglés.
 - b. es un nativo americano o nativo de Alaska, o un residente nativo de las áreas periféricas, y proviene de un entorno donde un idioma distinto al inglés ha tenido un impacto significativo en su nivel de dominio del idioma inglés (*English language proficiency*, ELP).
 - c. es migrante, su lengua materna es un idioma distinto al inglés y proviene de un entorno donde predomina un idioma distinto al inglés.
- 4. El idioma que se habla en el hogar con mayor frecuencia NO es el inglés
- 5. tiene dificultades para hablar, leer, escribir o comprender el idioma inglés, que pueden ser suficientes para negar lo siguiente a la persona:
 - a. la capacidad de cumplir con los exigentes estándares académicos estatales.
 - b. la capacidad de tener una trayectoria exitosa en las aulas donde el idioma de instrucción es el inglés.
 - c. la oportunidad de participar plenamente en la sociedad.

ATTACHMENT K

HIGH QUALITY SCHOOL READINESS APPLICATION EXAMPLES

ORGANIZATION PROPOSAL GOALS

Applicants must identify areas within their programs to set specific, measurable, achievable, relevant and timely performance goals related to recruiting and serving the most at-risk population, targeting the use of grant funding to the highest-risk students, Literacy and Numeracy growth, and ECERS-3 Evaluation Scores. An example of goals for these four areas might be:

ORGANIZATION PROPOSAL GOAL	EXPECTED OUTCOME
Improve program quality demonstrated and measured in an increased ECERS-3 score in the area of student/teacher interactions. Current ECERS-3 score in that area is 4.1.	When evaluated in 2025 before the end of the grant period, achieve an ECERS-3 score of at least 5 in the area of student/teacher interactions.
Increase the number of eligible students we are serving in our program by providing fliers to community partners who serve low-income families in our area.	Currently 50% of students in our preschool program are eligible. Before the end of the grant period, increase that percentage to 75%.
Ensure at least 60% of the grant funds are being used to directly serve the highest- risk students in our preschool program each school year.	Set up a monthly tracking system that indicates the number of most at-risk students attending our preschool program and keep track of grant funds to ensure they are being spent on services directly provided to these students. Check in with grant administrators at least once a quarter to check on data being tracked and where our program is at with meeting the goal.
Intentional and differentiated instruction for Literacy and Numeracy will be included in the weekly lesson plans.	By the mid-year (January, 2024), all lead teachers will attend three data analysis and lesson planning courses created by their coach. By March, 2024, lead teachers will create at least 8 weeks of lesson plans that incorporate intentional and differentiated instruction for literacy and numeracy.

STUDENT PERFORMANCE OUTCOME MEASURES INSTRUCTIONS

Preschool Entry and Exit Profile (PEEP) Assessment

For grant year 2025-2026, PEEP assessment data is used to demonstrate student performance outcome measures as required by <u>Utah Code §35A-15-303(2)(b)(ii)</u>. As PEEP and data is collected and compiled, this will demonstrate student performance in future grant programs

HQSR Grant applicants do not need to make an official request to USBE for their SY 2023-2024 PEEP assessment scores. DWS, OCC will make the official request to USBE on behalf of the applicant. USBE will send scores to DWS, OCC, and to the HQSR applicant grant administrator, by the end of December 2024. This way, you will be able to enter your scores into the HQSR application Webform.

PROPOSED BUDGET FORM INSTRUCTIONS

Costs for the students served under the High Quality School Readiness Grant will be reimbursed to organizations on a monthly cost per seat, based on submitted historical costs. Specific budget proposal instructions and guidelines are delineated below.

Cost Per Seat

Organizations need to determine and submit a "cost per seat" rate which will be used to reimburse the organization for their costs related to the eligible students that will be served under the High Quality School Readiness grant. The "cost per seat" rate will be calculated using *Appendix IV: Proposed Budget Form*.

- 1. Involve the financial experts for the organization when reviewing and completing this information to ensure accurate accounting of historical costs.
- 2. Determine the time period of historical expenses incurred that will be used in the "cost per seat" rate calculation. The time period cannot be shorter than a traditional school year and cannot be longer than a 12-month period. Enter the time period selected in the applicable field on Appendix IV. Be sure to account for trainings, orientations, screenings, assessments, or any other activities preparing for the upcoming year. This may mean that 10 months are accounted for, even if preschool students only attend for 9 months.
- 3. Determine the organization's historical costs incurred to operate a preschool program for the time period determined in step 2 above. Enter the historical costs in the "historical preschool program expenses" section on the Proposed Budget Form in the provided expense categories.
- 4. Provide a brief description in the online application for the historical costs included in each of the applicable expense categories listed in step 2 above.
- 5. Determine the number of preschool seats that were available at the organization during the time period determined in step 2 above. Enter the number in the "Number of Preschool Seats" section on *Appendix IV: Proposed Budget Form*. The number of seats included on the Proposed Budget Form must be verifiable.

Adhere to the following guidelines when completing the "historical preschool program expenses" section on Appendix *IV: Proposed Budget Form*.

- 1. Costs included in the "historical preschool program expenses" section on the Proposed Budget Form must be actual costs incurred by the organization for the operation of the preschool program during the time period selected. Please only include costs that are adequately supported by the organization's accounting records (e.g., accounting system/general ledger) and by other supporting documentation (e.g., payroll records, invoices, receipts). All expenses listed in the "historical preschool program expenses" must tie to the submitted financial documentation. Accounting system records/general ledger and associated supporting documentation for these costs must be made available to DWS for monitoring purposes upon request.
- Applicants must submit financial documentation that demonstrates annual historical costs of the preschool program for the time period defined on the Proposed Budget Form. Supporting financial documentation of historical costs must be submitted in the form of an expense summary that clearly aligns to the Proposed Budget Form, and include labels of expenses for easy validation of the budget (e.g. general ledger, associated chart of accounts).
- 3. For 9- month preschool programs that pay preschool teachers for all 12 months in a year, the budget must capture the full annual expenses for salary to ensure an accurate cost per child.
- 4. Costs incurred by the organization for any of the following items may <u>NOT</u> be included in the "historical preschool program expenses" section on the Proposed Budget Form:
 - Purchases of buildings, facilities, land, or real estate
 - Capital expenditures (unit cost of \$5,000 or more)
 - Construction (e.g., new buildings, remodeling, renovation, etc.)
 - Entertainment (e.g., amusement, diversion, entertainers, social activities, tickets to shows, tickets to

High Quality School Readiness Grant Request for Grant Applications 25-DWS-S015

sporting events, meals, lodging, gratuities, etc.)

- Entertainment-related food service costs (e.g., catered parties, holiday parties for staff or clients, award dinners, etc.)
- Mortgage payments
- Vehicle purchases
- Stipends and honorariums
- Supplanting
- Sales tax (applies only to entities who are exempt from paying sales tax)
- Foreign travel

Example Historical Costs

Historical Preschool Program Expenses	Description of historical preschool program expenses included in each category	Amount
Salaries	10 educators (\$550,500), 20 paras (\$250,100), grant administrator (\$8,200), 1 coach (\$65,500)	\$874,300.00
Fringe Benefits	10 educators (\$135,000), 20 paras (\$76,100), grant administrator (\$5,405), coach (\$20,500)	\$237,005.00
Program Equipment		\$0.00
Program Supplies	C4L portal access (349.50/site), janitorial, materials, snack (\$84,203)	\$86,300.00
Program-related Travel & Transportation	Bussing transportation for midday routes	\$80,500.00
Professional Development & Training	UAEYC conference for 15 educators, NAEYC conference 2 educators	\$7,620.00
Contract Services & Professional Fees		\$0.00
Total Historical Preschool Expenses		\$1,285,725.00

Number of Preschool Seats Available During the Same Time Period	Description	Number of Available Seats
How many preschool students did the preschool program serve during the time period identified above?	10 preschool classrooms with 2 sessions each, with up to 20 students/class	400
Total Monthly Cost per Seat		\$357.15

ALLOWED AND DISALLOWED COSTS

All proposed expenses must support the needs of eligible students and follow applicable state finance rules for expenditures. Budget proposals must align with the grant application and clearly outline how expenses will be used to support the expectations of the grant. Any costs charged to the Expanding Student Access Grant program must be necessary, reasonable, and allocable to the program. Grant funding cannot be used to supplant existing funding. See *Attachment C- Allowed and Disallowed Costs* for an extensive but not inclusive list of acceptable and non-acceptable use of funds.





Attachment L: FEDERAL SUBAWARD FUNDING AND REPORTING REQUIREMENTS

Utah Department of Workforce Services

SUBRECIPIENTS awarded \$30,000 or more in federal funds shall comply with The Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282 (and as amended by section 6202 (a) of P.L. 110-252).

NOTE: For State Government Entities and Component Units of the state, only the Federal Award Information and Subaward Information sections are required to be completed.

FEDERAL AWARD INFORMATION (Completed by DWS Fiscal Grant Manager)

ALN# and Name:			
Federal Award Identification Number (FAIN):			
Federal Awarding Agency:			
Federal Award Issue Date:	Is Federal Award	for R&D? YES	🗌 NO
SUBAWARD INFORMATION (Completed by DWS C Manager)	Contract Owner/C	ontract Analyst/Fisc	al Grant
Agreement number:			
Project name and description:			
Subaward Period of Performance: Start date:	E	End date:	
Subaward Budget Period (if different):			
		1.	
Amount of federal funds obligated by this action:			
Total amount of federal funds obligated:			
Total amount of the federal award committed:			
Subrecipient has a Federal NICRA:	No -OR-	de Minimis: 🗌 Yes	🗌 No
Indirect Cost Rate Base:		YA	
		· VX	
SUBRECIPIENT INFORMATION			
UEI number:			
Name of Subrecipient:			
Business Address:			
City:	State:	Zip+4:	
Subrecipient principal place of performance (if differe	nt from above)		
Address:			
City:	State:	Zip+4:	

Equal Opportunity Employer/Program

Auxiliary aids (accommodations) and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

High Quality School Readiness Grant Request for Grant Applications 25-DWS-S015

ATTACHMENT M PRESCHOOL PROGRAM ACTIVE ASSURANCE

I <u>(Name of person authorized to provide required student information)</u> verify that I have notified the parents or guardians of all currently enrolled children in my preschool program and, as the awarded Grantee, will create unique State Student Identifiers (SSIDs) for all currently enrolled children and that the following information will be shared with the Utah State Board of Education: student name, date of birth, birth certificate or other acceptable verification of age as approved by the Utah State Board of Education (USBE) in <u>R277-419</u>, gender, parent/guardian name, primary language, and Prekindergarten Entry and Exit Profile (PEEP) data.

ATTACHMENT N GRANTEE MODEL DISCLOSURE NOTIFICATION TO PARENT OR GUARDIAN OF PARTICIPANT

Date Distributed:

Utah State Statute 53E-4-314 requires School Readiness Initiative Grantees to share the following data with the Utah State Board of Education (USBE) to assess school readiness: student name, date of birth, birth certificate number or other acceptable verification of age as approved by the Utah State Board of Education (USBE) in <u>R277-419</u>, gender, parent/guardian name, primary language, and Prekindergarten Entry and Exit Profile (PEEP) Score. A unique State Student Identifier (SSID) number will be created to submit assessment data. The SSID will be maintained throughout the student's educational experience in Utah. The grantee may use a third-party evaluator to meet statutory requirements.

Program-level data will be shared with the Department of Workforce Services to fulfill the requirements of 53E-4-314. USBE will share no personally identifiable student data without parental notification. If you have questions about the assessment or data collected, please contact **[insert program contact information]**.

ATTACHMENT O High Quality School Readiness Grant Application Checklist

A complete application must be submitted by **Friday, January 31, 2025** by **5:00 p.m. MST**. Submitted documentation and evidence files required below must be clearly named as bolded below to facilitate scoring. Document names procedurally generated (e.g. scan_1899428903) must be renamed prior to submission.

SUBMITTED BY ONLINE APPLICATION	
	1. High Quality School Readiness Grant Application Cover Page. Due on or before Wednesday, January 31, 2024.
SUBMITTED AS ATTACHMENTS WITH THE HIGH QUALITY SCHOOL READINESS GRANT APPLICATION COVER PAGE	
	2. Appendix II: High Quality School Readiness Grant Application Narrative
	3. Appendix III: Teacher Credentials Spreadsheet
	4. Appendix IV: Proposed Budget Narrative Form
	5. Appendix V: Federal Funding Accountability and Transparency Act (FFATA) Certification by the Subrecipient (not required for State Agencies or Component Units)
	6. Appendix VI: Funding Analysis Worksheet
	7. ECERS-3 Observation Report(s) with scores, if available. Programs with three or fewer classrooms will submit one completed ECERS-3 Observation Report. Programs with more than three classrooms will submit one-third of their completed ECERS-3 Observation Reports.
	8. Supporting documentation of preschool lead teacher credentials
	 Supporting financial documentation of historical costs of the preschool program in the form of an expense summary (e.g. general ledger, associated chart of accounts) for the time period defined on the Proposed Budget Narrative Form.
	10. Utah Department of Health Child Care Licensing official documentation for preschool programs operating as

Attachment P

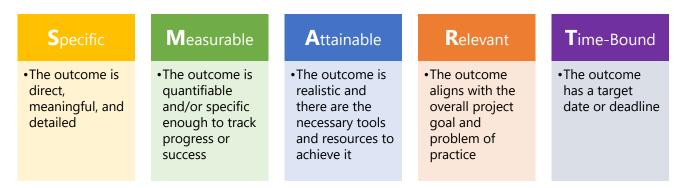
School Readiness Program Reimbursement and Closure Policy

This policy pertains to reimbursements for all grantees funded with School Readiness grants. This includes the High Quality School Readiness and Becoming Quality grants.

- I. Funding
 - A. The School Readiness grants are funded in part by CCDF and were created to provide in-person early child care services for low-income family members who work, train for work, attend school, or whose children receive or need to receive protective services.
 - B. High Quality School Readiness (HQSR) Grantees
 - Starting School Year 2023-2024, cost-per-child reimbursement will continue to be calculated at 100 percent of the eligible students approved by the Department of Workforce Services (DWS) and detailed in the contract until DWS sees fit to adjust. However, program attendance will be expected to maintain a rate at or above the following percentage for each school year:
 - 1. SY 23-24: 85 percent
 - 2. SY 24-25: 90 percent
 - 3. SY 25-26 and beyond: 95 percent
 - ii. Programs must continue to submit a monthly invoice listing the number of students served in the program.
 - iii. If a program's actual attendance falls below the school year percentage of approved enrollment, the contract may be amended or the cost-per-child reimbursement may be modified to more accurately reflect the number of students being served during that school year.
 - iv. The School Readiness Team will notify the DWS, OCC School Readiness Manager of any programs failing to meet the required percent thresholds. DWS, OCC will have 14 calendar days to respond with a directive. If DWS, OCC is unable to meet within this timeframe, the DWS contract owner will make a decision that aligns with policy.
 - v. Grantees will be notified 30 days prior to any change to this reimbursement policy.
- II. All Grantees
 - A. Remote Learning or program closures
 - i. CCDF funds are intended to support in-person preschool.
 - ii. Hybrid sessions, remote learning, or other times that a program is not operating in person will not be considered for reimbursement.

Guidance on Creating "SMART" Outcome Statements

The Utah Education Policy Center (UEPC) offers this document to support the use of **SMART** goal language when writing outcome statements for Region 15 CC projects. SMART stands for: **S**pecific, **M**easurable, **A**ttainable, **R**elevant, and **T**ime-Based (see below). This document serves as a brief guide and resource for how to align expected capacity building outcome statements with SMART goal language. We hope this is a helpful resource to refer back to throughout the writing and editing process.



Below we provide additional guidance on writing SMART outcome statements using a sample outcome statement, with updated language for each component of a SMART goal.

We begin with a sample expected prevention outcome that has not been written using SMART language, and we demonstrate how we apply each of these five components to strengthen our writing:

"Students participating in the AQI program will develop positive interpersonal relationships."

Specific:

In this outcome statement, we don't know what "students participating" and "develop" mean because they are not specific. Let's imagine that the problem is that students are struggling with positive relationships and are in need of skill development in this area. This outcome becomes more specific when reworded like this:

"Students participating in the AQI program will **show improvement in their skills** related to positive interpersonal relationships."

Measurable: Although this outcome statement is now more specific, we don't have a way to measure whether it was successfully achieved. One common way to measure whether outcomes are met is by identifying a target percentage.



Copyright © 2020 by Utah Education Policy Center

"80% of students participating in the AQI program for 30 days or more will show an improvement in their skills related to positive interpersonal relationships."

Attainable: It is important that outcomes can realistically be attained. Perhaps expecting students to perfect their interpersonal relationships skills right away is not realistic. However, maybe it would be reasonable to expect students to show incremental improvements in their skill development.

"80% of students participating in the AQI program for 30 days or more will report an improvement in their skills related to positive interpersonal relationships as measured through student pre- and post-surveys."

Relevant: To ensure that an outcome statement is relevant, we recommend referring back to the needs assessment section of the prevention tool. Does the outcome statement align with the problem that was identified? Will the problem initially identified be solved (or at least addressed, in part) by achieving the outcome?

Time-Based: We recommend that every outcome start with the phrase "By [date]" so that it is clear when the goal must be accomplished. The target date should also be realistic, so it is helpful to consider the action steps and activities that need to occur, leading up to the outcome being achieved.

"By May 1, 2021, 80% of students participating in the AQI program for 30 days or more will report an improvement in their skills related to positive interpersonal relationships as measured through student pre- and postsurveys"



Copyright © 2020 by Utah Education Policy Center