



DEPARTMENT OF
**WORKFORCE
SERVICES**

Request for Grant Applications

Grant Name: Becoming High-Quality Multi-Year Grant

Solicitation Number: #23-DWS-S027

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

Grant Period of Performance: July 1, 2023- June 30-2026

Grant Application and Details: <https://jobs.utah.gov/department/rfg/childcare.html>

Due Date

1. Application Due Date: Wednesday, April 12th, 2023, by 5:00pm MST
 - [Becoming High-Quality Multi-Year Grant Application Webform](#)
-

Other Important Dates

1. Pre-Proposal Meeting: Thursday, March 23, 2023 from 9:00 am-12:00 noon
Zoom Meeting Details:
<https://utah-gov.zoom.us/j/3437826385>
Meeting ID: 343 782 6385
To attend by phone: 1-719-359-4580
2. Questions period closes one day prior to the Application due date.
 - Click [here](#) to submit questions
 - [Q&A Page Posting](#)
3. Anticipated Award Date: July 2023

Background

The School Readiness Initiative Act establishes the Utah School Readiness Board (the Board) and the Becoming High-Quality Grant. The Becoming High-Quality Grant is defined by the Utah School Readiness Initiative, [Utah Code §35A-15-301](#). The purpose of the Utah School Readiness Initiative is to increase school readiness, improve academic performance, and increase the quality of preschool programs.

The Becoming High-Quality Grant provides resources to existing early education programs administered by Local Education Agencies (LEAs), charter schools, private child care providers and home-based educational technology programs to develop high-quality environments that support a child's development of cognitive, physical, language, social and emotional skills. High-quality preschool programs have been shown to be effective in preparing young children for kindergarten. This grant program aims to increase high-quality early education capacity in the state and collect student outcome data.

Description of Grant

The Becoming High-Quality Grant Program supports eligible providers of early education programs to develop the structures and processes to implement the elements of a high-quality early childhood education program ([Utah Code §35A-15-202](#)), for more information see Definitions. The grants are available to programs serving eligible students, which are children aged 3, 4, or 5-years-old who are not eligible for kindergarten [§53G-4-402\(6\)](#) for the upcoming program year and who are: 1) economically disadvantaged with at least one risk factor; or 2) English learners. It is encouraged that programs serve students with disabilities in an inclusive environment (i.e., with both typically developing students and students with disabilities being educated together in the same room). For an in-depth explanation of grant responsibilities and expected outcomes, see *Attachment B, Performance Requirements*.

Below are explanations of major components of the Becoming High-Quality Grant.

School Readiness Assessments

The Utah State Board of Education (USBE), in consultation and collaboration with the Utah School Readiness Board (the Board) and DWS, will conduct an evaluation to determine the correlation between high-quality programming and student outcomes. The Board has established the indicators of the school readiness assessment and kindergarten assessment, the Preschool Entry and Exit Profile (PEEP). The PEEP assessment will be used for students who are 4-years-old before September 2, 2023, to assess students' academic outcomes. USBE will report findings to the Board. USBE will provide training for providers to administer the assessment during the grant year with fidelity at no cost to the program.

Pre, Mid and Post- Assessments

Early childhood pre, mid and post-assessments are used to gather and provide educators, parents, and families with critical information about a child's development and growth in specific skill areas. Pre, mid and post-assessments should align with the Utah Early Learning Standards: Ages 3-5.

These assessments are used to individualize and differentiate teacher instruction and lesson plans. Assessments will also be used in ongoing professional development and one-on-one meetings with director/coach and teacher to discuss student needs. Assessments will be used to inform parents on their child's growth, so that the parents can also support their academic, social, and emotional needs within the home environment. Finally, aggregated assessment results and a written analysis of the data will be submitted in quarterly reports.

Internal Coaching

Each grantee is required to work with a coach to set goals and demonstrate program and teacher progress toward achieving high-quality status. The role of the coach is to provide a supportive and encouraging environment in which the learner and coach can jointly reflect on current practices, apply new skills and competencies with feedback, and problem-solve challenging situations. The coach's ultimate goal for the learner is sustained performance in which the learner has the competence and confidence to

engage in self-reflection, self-correction, and generalization of new skills and strategies to other situations as appropriate.

The coaching process includes initiation, observation, action, reflection, and evaluation. Use of coaching as a strategy to mediate another person's ability to generate ideas, refine existing skills, and develop new abilities provides a different way of thinking about the role of teachers and early childhood providers in preschool settings. The internal coach will collect ongoing data on these processes and report on teacher growth via a monthly coaching log.

Professional Development

Professional development in early childhood advances the knowledge, skills, dispositions, and practices of early childhood providers in their efforts to educate children and support families. It promotes a culture for ongoing professional growth in individuals and systems that ensures the responsibility for delivering effective services and facilitating ongoing growth and development among practitioners is transferred from a formal trainer (coach, consultant, group facilitator) to individuals and groups of professionals within early childhood settings.

The assigned program specialist will monitor the quality and frequency of professional development through quarterly reports, monthly meetings, and a mid-year portfolio meeting. Providers will need to identify gaps and goals in order to establish increased utilization of skills and techniques learned during professional development.

Family Engagement

Successful early childhood education depends on relationships and collaborations with children's families and communities. It is critical to establish positive partnerships with children's families and to include families in the preschool setting.

The assigned program specialist shall monitor the quality and frequency of family engagements through quarterly reports, monthly meetings, and a mid-year portfolio meeting. Providers will need to identify gaps and goals in order to establish increased positive partnerships with children's families and communities.

Early Childhood Environmental Rating Scale (ECERS-3)

Grantees will be evaluated using the ECERS-3 tool. The ECERS-3 is a widely used, comprehensive assessment tool measuring both environmental provisions and teacher/child interactions that affect the broad developmental needs of young children, including: cognitive, social-emotional, physical, and health and safety. The ECERS-3 includes additional items assessing developmentally appropriate literacy and math activities, which will be used to set goals to increase the quality of the classroom environment and teacher/child interactions.

Elements of High-Quality Gap Analysis

A gap analysis is an examination of performance to identify the differences between a program's current state of business and desired level of quality. The grantee and program specialist will discuss the gaps identified in the application and classroom observation to set goals and timelines for building quality. Questions grantees should ask themselves are: Where are we now? What is high-quality? How are we going to

close the gaps? With well-defined goals and steps towards reaching desired goals, grantees should have a clearer focus on how they will strive to close gaps. Program progress reports will be discussed quarterly. If the program specialist needs to work with providers on a more frequent basis, this will be coordinated with the grantee.

Minimum Requirements

1. Applicant must be an existing, early childhood education program
2. Applicant must be one of the following:
 - a. Local Education Agency (LEA) using federal (Title I) or state education funding for its current early childhood education (pre-kindergarten) program
 - b. Private child care provider, provider offering home-based educational technology program
 - c. Charter school that does not use federal or state education funding for its current early childhood education (pre-kindergarten), or uses a private or third-party provider on its campus
3. Applicant must agree to use the awarded funds in programs serving at least 25 percent of eligible students
4. Applicant's school readiness program must agree to register and maintain a minimum enrollment of 25 percent of eligible students throughout the grant period and prioritize enrollment for those students
5. Applicant's school readiness program must currently exhibit some elements of high-quality programs, as defined in [Utah Code §35-15-202](#)

The following preschool programs are not eligible for this grant:

1. Organizations receiving Expanded Student Access Grant funds ([Utah Code §35A-15-302](#)) during the fiscal year 2024-2026 grant period
2. Organizations receiving funding through a results-based contract ([Utah Code §53F-4-401](#)) during the fiscal year 2024-2026 grant period
3. Organizations receiving funding through the Child Care Quality System (CCQS) Intensive Coaching grant during the fiscal year 2024-2026 Becoming High-Quality grant period
4. Organizations that have been evaluated and awarded a High-Quality or High-Quality Plus rating in the CCQS
 - a. Private providers who are on the Becoming High-Quality Grant but then qualify for High-Quality or High-Quality Plus ratings through the Child Care Quality System (CCQS) will be required to terminate their Becoming High-Quality contract. The Grantee will be responsible for notifying the School Readiness team of the new rating. Failure to notify School Readiness staff of a newly received High Quality rating may lead to pursuit of overpayment from DWS.
5. Applicants having received three years of funding through this grant
6. UPSTART preschool programs

Scope of Work

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

Post Award Document Requirements

The following documents may be required after notification of the grant award is received, prior to the execution of the grant agreement:

1. Valid Insurance Certificate
2. Pre-Award Risk Assessment

Attachments

Attachment A: DWS Grant Terms and Conditions
Attachment B: Performance Requirements
Attachment C: Code of Conduct
Attachment D: Criminal Background Check Requirement
Attachment E: Non-Disclosure Agreement
Attachment F: Data Sharing
Attachment G: Score Sheet for Evaluators
Attachment H: Allowed and Disallowed Costs
Attachment I: Budget Instructions
Attachment J: Eligibility Form
Attachment K: Federal Subaward Funding and Reporting Requirements
Attachment L: Application Checklist

Contacts

- Contract Owner: Emma Moench, emmamoench@utah.gov, 385-227-1251
- Contract Analyst: Kimber Burks, kburks@utah.gov, 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 – Becoming High-Quality Multi-Year Grant Application Webform* during submission of the application.
 - a. Forms provided by DWS and instructions:
 - i. **Appendix II- Becoming High-Quality Multi-Year Grant Application Narrative**
 1. This is a fillable PDF that must be attached to the Grant Application Webform in order to be considered complete
 - ii. **Appendix III- Proposed Budget Form**
 1. Total indirect expenses and direct administrative expenses must not exceed 10% of the direct program total. Because Child Care Development Funds (CCDF) are federal funds, indirect costs cannot exceed 10%, even if your organization is approved for a higher Federally Approved Indirect Cost Rate. See *Attachment I: Budget Instructions* for instructions in completing the budget spreadsheets. The forms are Excel spreadsheets and will automatically calculate budget totals.
 2. Applicants with multiple sites must submit an overall Three-Year Budget Narrative as well as a Detailed Budget Narrative for each site. When submitting additional site specific budget narratives, name each site budget sheet with the name of the preschool location. Applicants can submit up to six site location budgets.
 3. Applicants must provide detailed comments for each proposed category. If you propose \$0 in categories, you do not need to provide a comment.
 4. Applicants must attach the Proposed Budget Form to the Webform Application as well as submit the original Word Excel Spreadsheet to Kimber Burks at kburks@utah.gov (If using the Numbers program on a Mac device, please make sure that the document is converted back to an original Excel Spreadsheet).
 - iii. **Appendix IV- Funding Analysis**
 1. Applicants must use *Appendix IV – Funding Analysis*, which is an Excel spreadsheet that will automatically calculate totals. The worksheet allows applicants to identify and itemize overall spending for other existing funding sources to document how grant funds would be used, and to document how supplanting of existing funding is prevented.
 - iv. **Appendix V- Elements of High Quality form**
 1. Applicants must use this form to detail a gap analysis of current preschool programming addressing each area of a high-quality preschool program, including plans for improvement.
 - v. **Appendix VI- Program Information Form**
 1. Must be filled out completely for each site under the grant.

vi. Appendix VII- Teacher Credentials spreadsheet

1. Must be filled out completely for each site under the grant.

vii. Appendix VIII- FFATA Certification by the Subrecipient- not required for State Agencies and Component Units of the State

1. Applicant must provide Organization name, check mark YES or NO regarding receiving federal funding over \$25,000,000, sign, date, and provide a typed name and title before attaching and submitting this form.

b. Additional documents to be attached to the application, not provided by DWS:

i. Letter(s) of Support

1. Applicants must attach Letter(s) of Support from the leadership of the host site(s), and key program stakeholders (e.g. superintendents, principal, early childhood director, owner). Letter(s) should detail support of the program and acknowledge space and personnel requirements. Letter(s) should indicate details of how the leadership will support ongoing grant activities.

ii. Supporting Documentation of Lead Teacher Credentials

1. Each teacher credential must be uploaded (this can be done as one document of the credentials scanned in together) and attached to the Grant Application Webform.

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. Grant funds must only be used to develop and build high-quality early childhood education programs serving general education populations from economically disadvantaged backgrounds with at least one risk factor or English learners.
2. Funding from this grant may not be used for expansion of preschools, such as providing additional slots for children or opening new preschool classrooms.

3. Grant funding must not supplant current funding.
4. This grant funding must not be used for director, teacher, paraprofessional or any other staff bonuses.
5. For additional information regarding the allowable expenditures, see the *Allowed and Disallowed Costs (Attachment H)*.
6. Proposed budget in grant applications may be adjusted or modified when negotiating contract terms.
7. Funded programs must spend all grant funds by June 30 of the year their contract expires. Unspent funds cannot be carried over into the next fiscal year.
8. DWS may elect to terminate the grant for non-compliance or funding availability.

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. Answers will be posted on <https://jobs.utah.gov/department/rfg/childcare.html>
4. Questions may include notifying DWS of ambiguity, inconsistency, scope exceptions, excessively restrictive requirements, or other errors in this RFGA.
5. Questions may be answered individually or may be compiled into one document.
6. Questions may also be answered via an addendum.
7. An answered question or an addendum may modify the specification or requirements of this RFGA.
8. 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 using *Attachment G: Score Sheet for Evaluators*.
2. Applicants must be available for questions or clarification during the grant review period.
3. Applicants must be available for presentations upon request.
4. Applications may score a maximum of 130 points, including any priority points. Applications scoring below 78 points may not be considered.
5. DWS reserves the right to reject any and all applications or withdraw this offer at any time.
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.
8. Organizations previously receiving funding from DWS should be in good standing to be considered for a Grant.

9. 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 [GRAMA Claim of Business Confidentiality](#) must be submitted to the Contract Analyst prior to the application deadline.

SUBMISSION CHECKLISTS

| Pre-Application Checklist | |
|----------------------------------|--|
| <input type="checkbox"/> | Unique Entity Identifier (UEI) number (UEI Start Guide available here) |
| <input type="checkbox"/> | Employer Identification Number (EIN) |

| Application Checklist | |
|------------------------------|---|
| <input type="checkbox"/> | Appendix I- Becoming High-Quality Multi-Year Grant Application Webform |
| <input type="checkbox"/> | Appendix II: Becoming High-Quality Multi-Year Grant Application Narrative |
| <input type="checkbox"/> | Appendix III: Proposed Budget Form |
| <input type="checkbox"/> | Appendix IV: Funding Analysis Worksheet |
| <input type="checkbox"/> | Appendix V: Elements of High Quality Gap Analysis |
| <input type="checkbox"/> | Appendix VI: Program Information sheet |
| <input type="checkbox"/> | Appendix VII: Teacher Credentials Spreadsheet |
| <input type="checkbox"/> | Appendix VIII: FFATA Certification by Subrecipients -not required for State Agencies and Component Units of the State |
| <input type="checkbox"/> | Letter(s) of Support |
| <input type="checkbox"/> | Supporting Documentation of Lead Teacher Credentials |

**Appendix I
Becoming High Quality
Multi-Year Grant Application SY 2023-2024
Solicitation #23-DWS-S027**

Organization Legal Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Federal Tax ID #: _____ **UEI #:** _____

This organization is doing business as:

- Private Provider Licensed Private Provider Legally License Exempt
 LEA District Preschool Program Charter School

EXECUTIVE DIRECTOR OR EQUIVALENT (person authorized to sign grant application and/or an awarded contract)

Name: _____ **Position:** _____

Telephone: _____ **Email:** _____

By submitting an application to this RFGA, applicant acknowledges and agrees that the requirements, Performance Requirements, and the evaluation process outlined in this RFGA are understood, fair, equitable, and are not unduly restrictive. Any concerns or exceptions to the content of this RFGA must be addressed within the Q&A period. Applicant further acknowledges that they have read this RFGA, along with any attached or referenced documents, including the Grant Terms and Conditions.

MAIN POINT OF CONTACT FOR GRANT (if different from above)

Name: _____ **Position:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone: _____ **Email:** _____

FINANCIAL ADMINISTRATOR (if different from above)

Name: _____ Position: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

APPLICATION ATTACHMENTS

_____ *Appendix II: Becoming High Quality Multi-Year Grant Application Narrative*

_____ *Appendix III: Becoming High Quality Proposed Budget Form*

_____ *Appendix IV: Funding Analysis Worksheet*

_____ *Appendix V: Elements of High Quality Gap Analysis*

_____ *Appendix VI: Program Information*

_____ *Appendix VII: Teacher Credentials Spreadsheet*

_____ Letter(s) of Support

_____ Additional Letters of Support (as needed)

_____ Additional Letters of Support (as needed)

_____ Supporting documentation of lead teacher credentials

_____ *Appendix VIII- FFATA Certification by the Subrecipient (not required for State Agencies or Component Units)*

Appendix II
Becoming High Quality Multi-Year Grant
Application Narrative
SY 2023-2024 Solicitation #23-DWS-S027

ORGANIZATION NAME:

1. OVERALL PRESCHOOL PROGRAM STATISTICS

| | |
|---|--|
| a. Overall preschool enrollment: | |
| b. Current eligible student enrollment: | |
| c. Program cost per student per month: | |

2. GEOGRAPHIC LOCATION (Check all boxes that apply for the proposed program)

*Awards may be determined to ensure statewide services. Rural counties are identified below with **

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Beaver County* | <input type="checkbox"/> Emery County* | <input type="checkbox"/> Morgan County | <input type="checkbox"/> Summit County |
| <input type="checkbox"/> Box Elder County* | <input type="checkbox"/> Garfield County* | <input type="checkbox"/> Piute County* | <input type="checkbox"/> Tooele County |
| <input type="checkbox"/> Cache County | <input type="checkbox"/> Grand County* | <input type="checkbox"/> Rich County* | <input type="checkbox"/> Uintah County* |
| <input type="checkbox"/> Carbon County* | <input type="checkbox"/> Iron County* | <input type="checkbox"/> San Juan County* | <input type="checkbox"/> Utah County |
| <input type="checkbox"/> Davis County | <input type="checkbox"/> Juab County | <input type="checkbox"/> Salt Lake County | <input type="checkbox"/> Wasatch County* |
| <input type="checkbox"/> Daggett County* | <input type="checkbox"/> Kane County* | <input type="checkbox"/> Sanpete County* | <input type="checkbox"/> Washington County |
| <input type="checkbox"/> Duchesne County* | <input type="checkbox"/> Millard County* | <input type="checkbox"/> Sevier County* | <input type="checkbox"/> Wayne County* |
| | | | <input type="checkbox"/> Weber County |

3. GRANT GOALS AND OUTCOMES (Enter three anticipated outcomes for the grant period) (5 POINTS POSSIBLE)

List three specific, measurable, achievable, relevant and timely performance goals per year for this multi-year grant. (See Attachment K for Application Examples)

EXPECTED OUTCOME

YEAR 1

| GOAL 1 | | OUTCOME 1 | |
|---------------|--|------------------|--|
| GOAL 2 | | OUTCOME 2 | |

| | | | |
|---------------|--|-----------|--|
| GOAL 3 | | OUTCOME 3 | |
| YEAR 2 | | | |
| GOAL 1 | | OUTCOME 1 | |
| GOAL 2 | | OUTCOME 2 | |
| GOAL 3 | | OUTCOME 3 | |
| YEAR 3 | | | |
| GOAL 1 | | OUTCOME 1 | |
| GOAL 2 | | OUTCOME 2 | |
| GOAL 3 | | OUTCOME 3 | |

DO NOT SAMPLE
WITH APPLICATION ONLY

4. PRIORITIZATION OF ELIGIBLE STUDENT ENROLLMENT

(10 BONUS PRIORITY POINTS)

Using *Attachment J: Eligibility Form* during preschool enrollment, program agrees to prioritize eligible students with the greatest number of risk factors as part of the recruitment process.

Agree to target highest at-risk students

Describe how the program will prioritize the enrollment of eligible students, targeting highest risk students.

5. PROGRAM DESCRIPTION

(15 POINTS POSSIBLE)

Provide a brief description of your organization, mission, philosophy, and preschool program.

DO NOT SAMPLE ONLY
WITH APPLICABLE ONLY
COMPLETELY
APPLICATION

GRANT REQUIREMENTS PROPOSAL

The Becoming High-Quality Grant requires the following core components:

1. School Readiness Assessments (PEEP)

Grantees are required to participate in the Preschool Entry and Exit Profile (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 Entry assessment window is the first four weeks before and the first four weeks after the start of each program year. Entry data must be entered into the Gateway by September 30 of each year. The PEEP Exit assessment window is the last four weeks before the end of each program year. Exit data must be entered into the Gateway by June 15 for each year of the grant period.

2. Student Assessment Data

If PEEP assessment data is not yet available, Grantees are required to select a valid pre-, mid- and post SY 2021-2022 assessment tool to demonstrate student growth. For each assessment, the coach works with teachers to analyze the student data in order to produce intentional and differentiated lesson plans each week. Student data is used to gather and provide educators, parents, and families with critical information about a child's development and growth in specific skill areas and to inform professional development and coaching decisions to support program quality improvements.

3. Internal Coaching

Each grantee is required to work with a coach to set goals and demonstrate program and teacher progress toward achieving high-quality status. The role of the coach is to provide a supportive and encouraging environment in which the learner and coach can jointly reflect on current practices, apply new skills and competencies with feedback, and problem-solve challenging situations.

4. Professional Development

Professional development in early childhood advances the knowledge, skills, dispositions, and practices of early childhood providers in their efforts to educate children and support families. It promotes a culture for ongoing professional growth in individuals and systems to ensure the responsibility for delivering effective services and facilitating ongoing growth and development among practitioners is transferred from a formal trainer to individuals and groups of professionals. Grantees are expected to provide a minimum of monthly professional developments for their teachers, in addition to one-on-one coaching/teacher sessions. Professional development themes should be based on program-wide data collection of teacher needs and student needs and assessments.

5. Family Engagement

Successful early childhood education depends on relationships and collaborations with children's families and communities. It is critical to establish and build upon positive partnerships with children's families and to include families in the preschool setting. Grantees are expected to provide various forms of family engagement and involvement, which may include preschool orientation, newsletters, family support services, celebrations, phone calls, parent training events, home visits, regular personalized communication, goal-setting talks, parent-teacher conferences discussing academic and social and emotional growth, and much more.

6. Early Childhood Environment Rating Scale (ECERS-3)

Grantees will be evaluated using the ECERS-3 tool which is to be used in coaching, evaluation, and quality improvement to help attain high-quality preschool programming. Grantees must make funded classrooms available for observations during the grant period.

7. Elements of High-Quality Gap Analysis (answered in detail in *Appendix V, Elements of High-Quality*)

A gap analysis is an examination of performance to identify the differences between a program's current state of business and desired level of quality. With well-defined goals and steps towards reaching desired goals, grantees should have a clearer focus on how they will strive to close gaps. Grantees will provide a gap analysis for each of the high-quality elements, which will be monitored throughout each school year to track progress. Grantees will address these gaps and goals to close these gaps in each quarterly report.

6. GRANT COMPONENTS

(20 POINTS POSSIBLE)

Describe how your program will meet the grant component requirements (listed on page 4 above).

DO NOT COMPLETE
WITH APPLICATION
DO NOT SAMPLE ONLY

7. ELEMENTS OF HIGH-QUALITY GAP ANALYSIS

(15 POINTS POSSIBLE)

Please complete and provide *Appendix V: Elements of High Quality Gap Analysis* to the Grant Application Webform

8. PREVENTING DUPLICATE STATE STUDENT IDENTIFIERS (SSID)

(5 POINTS POSSIBLE)

I agree to collaborate with the Utah State Board of Education (USBE) to ensure all eligible students are assigned SSIDs. Agree to collaborate

Describe how the program will prevent duplicate creation of SSID numbers for enrolled students.

DO NOT SAMPLE WITH APPLICATION

9. INCLUSIVE ENVIRONMENT

(10 POINTS POSSIBLE)

It is important for all preschool programs to refer children it knows or suspects may have a disability for special education services.

Child Find is a legal requirement for LEAs that schools find all children who have disabilities and who may be entitled to special education services. Child Find covers every child from birth through age 21. Local Education Agencies (LEA) must evaluate any child that it knows or suspects may have a disability.

For LEAs only: Program Agrees to serve students with disabilities in an inclusive environment.

Agree

For all applicants: Describe the process your program follows when suspecting a student may need additional educational support.

10. QUALITY SUSTAINABILITY

(5 POINTS POSSIBLE)

Provide an in-depth description of the plan to develop sustainability and self-sufficiency to ensure high-quality programming for students beyond the grant funding period.

11. GRANT ADMINISTRATIVE CAPACITY

(5 POINTS POSSIBLE)

Describe the holistic plan for leadership and support of this grant throughout your program. In the explanation, describe the day-to-day administration planned under this grant, including how the primary administrator will regularly coordinate with staff throughout the program and how much time the administrator is anticipated to dedicate each week supporting this grant. If the preschool program has multiple sites, describe the overall plan for the primary administrator to support the site leadership for all locations under this multi-year grant.

DO NOT SAMPLE COMPLETELY WITH NO REPLICATION

LETTER(S) OF SUPPORT

12. LETTER(S) OF SUPPORT

(5 POINTS POSSIBLE)

Applicants must attach Letter(s) of Support from the leadership of the host site(s), and key program stakeholders (e.g. superintendents, principal, early childhood director, owner), indicating support of the program and acknowledging space and personnel requirements. Letter(s) should indicate details of how the leadership will support ongoing grant activities.

Please attach all Letter(s) of Support to the Grant Application Webform

13. TEACHER CREDENTIALS

(5 POINTS POSSIBLE)

Applicants must attach all supporting documentation for lead teacher credentials outlined on the Appendix VI Teacher Credentials worksheet.

Please attach *Appendix VII: Teacher Credentials Spreadsheet* to the Grant Application Webform

FUNDING ANALYSIS

14. FUNDING ANALYSIS WORKSHEET

(10 POINTS POSSIBLE)

The Funding Analysis Worksheet (*Appendix IV*) is an Excel spreadsheet that will automatically calculate totals. The worksheet allows applicants to identify and itemize spending for other funding sources to document how grant funds are used and ensure no supplanting of existing funding will occur.

Please attach *Appendix IV: Funding Analysis Worksheet* to the Grant Application Webform

BUDGET AND FINANCE

15. PROPOSED BUDGET EVALUATION

(20 POINTS POSSIBLE)

A. DETAILED BUDGET NARRATIVE(S)– Attach Completed Appendix II: Budget Narrative Form as well as email a copy of the original Word Excel Spreadsheet to kburks@utah.gov (If using Numbers program on a Mac device, please make sure that the document is converted back to an original Excel Spreadsheet)

Please attach Appendix III: Proposed Budget Form to your Grant Application

AND

Email a copy of the Proposed Budget form in original **Excel Spreadsheet** format to kburks@utah.gov

B. FINANCIAL SNAPSHOT

Applicants that are previous School Readiness Grant awardees, how much were you awarded in grant year 2022-2023?

Did not participate

What is the total grant amount requested for the upcoming school years?

| | |
|-------------|----|
| SY2023-2024 | \$ |
| SY2024-2025 | \$ |
| SY2025-2026 | \$ |

C. BUDGET NARRATIVE

(20 POINTS POSSIBLE)

Provide context for proposed expenses and describe the details of how calculations were made for each category of costs on the attached budget forms.

DO NOT COMPLETE
WITH APPLICATION
DO NOT SAMPLE ONLY



**Appendix III- Proposed Budget Form
Department of Workforce Services
Becoming High-Quality Multi-Year Grant SY2023**

| | |
|---------------------------|------------------------------|
| Organization Name: | |
| Contract Dates: | July 1, 2023 - June 30, 2026 |

Category I - Indirect Expenses:

a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (NICRA), the NICRA **must** be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. Any administrative costs that are not part of the base of the NICRA and are direct charged can be listed in Category II. Due to federal requirements of CCDF, NICRA is capped at 10% for BHQ Grants.

b) De Minimis - If the organization does **not** have a NICRA and chooses a **de minimis rate**, Category I **must** be used. The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. No expenses should be entered into Category II if choosing the de minimis rate.

| Category I: Indirect Administrative Expenses | NICRA Rate and Base(s) OR - De Minimis | SY2023-2024 Funds Requested |
|--|--|-----------------------------|
| Indirect Costs (NICRA/De Minimis) | | |

Category II -Direct Administrative Expenses
If the organization **DOES NOT** have a NICRA and chooses not to use the de minimis rate, the organization **must** use Category II if charging Direct Administrative Expenses.

| Category II Direct Administrative Expenses | Itemized Details of Funds Requested | Total Budget Request |
|---|-------------------------------------|----------------------|
| Salaries | | |
| Fringe Benefits | | |
| Communications (e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage) | | |
| Equipment (e.g. computers, laptops, printers, furniture, etc.) | | |
| Material and Supplies (e.g. consumable goods) | | |
| Professional Development & Training | | |
| Professional Fees & Contract Services (e.g. consultants, security, etc.) | | |
| Travel & Transportation | | |
| Total Category II | | \$0.00 |
| Total Category I Indirect Expenses and Category II Direct Administrative Expenses | | \$0.00 |

The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 10% of total Program Expenses

Category III -Direct Program Expenses

| Category III: Program Expenses | Itemized Details of Grant Funds Requested | Total Budget Request |
|--|---|----------------------|
| Salaries | | |
| Fringe Benefits | | |
| Communications | | |
| Equipment | | |
| Material and Supplies | | |
| Professional Fees & Contract Services (e.g. | | |
| Staff Travel & Transportation | | |
| Staff Professional Development & Training | | |
| Total Category III Additional Anticipated Costs | | \$0.00 |
| Total Expenses Category I, II and III | | \$0.00 |

Category III expenses that can be used when calculating the MTDC are Salaries, Benefits, Material & Supplies, Staff Travel & Transportation, Communications, Staff Development & Training, Professional Fees & Contract Services, and Subawards up to the first \$25,000. Equipment CANNOT be used when calculating the MTDC.

Year One Category III Program Costs Breakdown
Administrative Costs can include the following items:

Please Note: This is for use as an example in order to assist with determining your Category III Administrative Costs as you are completing your Proposed Budget. Please refer to Attachment 7: Allowed and Disallowed Costs for more specific details on allowable expenses.

| Salaries | | Fringe Benefits | | Communications | | Equipment | | Material and Supplies | | Professional Development & Training | | Professional Fees & Contract Services | | Travel & Transportation | |
|--|---------------------------|--|---------------------------|---|---------------------------|--|---------------------------|------------------------------------|---------------------------|---|---------------------------|---|---------------------------|--|---------------------------|
| Itemized Details | Funds Requested 2023/2024 | Itemized Details | Funds Requested 2023/2024 | Itemized Details | Funds Requested 2023/2024 | Itemized Details | Funds Requested 2023/2024 | Itemized Details | Funds Requested 2023/2024 | Itemized Details | Funds Requested 2023/2024 | Itemized Details | Funds Requested 2023/2024 | Itemized Details | Funds Requested 2023/2024 |
| Example: \$1.00 increase per hour for 2 lead teachers, for 5 days/week @ 8 hours/day | \$10.40 | Lead Teacher 1: \$8.39 x 200 hours = \$1,678.00 Lead Teacher 2: 2.28 x 40 hours = \$91.20 Assistant teacher \$1.28 x 10 hours = \$12.80 Assistant teacher \$1.02 x 10 hours = \$10.20 | \$1,792.20 | Printer ink (\$5.00 per month x 12 = \$60.00) | \$60.00 | 1 tablet @ \$400.00 per classroom (2 classrooms) for data collection. \$400 x 2 classrooms = \$800 | \$800.00 | Memory card for camera set \$12.99 | \$12.99 | CEA courses (we will try to join a cohort, for no charge, \$400 observation cost @ 2 lead teachers = \$800) | \$800.00 | 12 hours of coaching hours x \$125 = \$1,500 x 10 months = \$15,000 | \$15,000.00 | Coach Travel to 3 locations and to in person coaching PLC meetings. Mileage \$16 x 128 miles = \$2,048 x 10 = \$20,480 | \$20,480.00 |
| | | Parent Engagement nights (Back to school, Halloween party including crafts, Valentine Day, Graduation, Summer tea etc) \$100 per night for crates, activity materials, and items to send home with guardians (books, at home learning activities, etc) (magazines, puzzles), \$200 per night x 4 (family nights) = \$1,200 | \$1,200.00 | | | Camera Paddle set \$129.00 | \$129.00 | | | Coaching course through Weber State which will finish in the winter of 2025. The full cost will be \$1,200 for the 3 semester of course which will be \$800 per year. | \$1,200.00 | 10 hours of external coach for trainings x \$120 = \$1,200 | \$1,200.00 | | |
| | | 31 supplies @ \$650.00 x 6 = \$26,200.00 | \$26,200.00 | | | Instruments from around the world \$149.00 | \$149.00 | | | LMATC conference at \$45 per teacher x 4 teachers = \$180 | \$180.00 | | | | |
| | | | | | | 12 Paper Rollers set \$100.00 | \$100.00 | | | | | | | | |
| | | | | | | 1200 6" Blue Ribbon balls set \$29.99 | \$29.99 | | | | | | | | |
| | | | | | | 1700 4000 Tennis Balls \$39.99 | \$39.99 | | | | | | | | |
| | | | | | | Mathematics Composites Black Plus Pencils \$43.99 | \$43.99 | | | | | | | | |
| | | | | | | Maths and Emotions Mats \$39.99 | \$39.99 | | | | | | | | |
| | | | | | | Green Ink Colored Pencils \$69.99 | \$69.99 | | | | | | | | |
| Total | \$18,400 | | \$1,792.20 | | \$1,440 | | \$880.00 | | \$681.94 | | \$2,380.00 | | \$22,420.00 | | \$216.00 |

APPLICATION NOT USE ONLY FOR SUBMISSION

**Appendix III
Program Site Detailed Budget Form
Department of Workforce Services**

All planned expenses must be itemized, detailed and described for each line item.

Budget Type: Individual Site Budget

Site/Location Name:

Contract Term: July 1, 2023 - June 30, 2024

Category I - Indirect Expenses:

a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (**NICRA**), the NICRA **must** be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. Any administrative costs that are not part of the base of the NICRA and are direct charged can be listed in Category II. *Due to federal requirements of CCDF funding, NICRA is capped at 10%.

b) De Minimis - If the organization does not have a NICRA and chooses a **de minimis rate**, Category I **must** be used. The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. No expenses should be entered into Category II if choosing the de minimis rate.

| Category I Indirect Expenses | NICRA Rate and Base(s) - OR - De Minimis | Grant Funds Requested |
|---|--|-----------------------|
| Indirect Costs | | \$ - |
| <i>Cannot exceed the entity's federally approved indirect cost rate (NICRA) - OR - the entity's 10% de minimis rate based upon eligible Category III expenses as listed in the notes below.</i> | | |

Category II - Direct Administrative Expenses:

If the organization **DOES NOT** have a NICRA and chooses not to use the de minimis rate, the organization **must** use Category II if charging Direct Administrative Expenses.

| Category II Direct Administrative Expenses | Itemized Details of Grant Funds Requested | Grant Funds Requested |
|--|---|-----------------------|
| Salaries | | \$ - |
| Fringe Benefits | | \$ - |
| Communications <i>(e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)</i> | | \$ - |
| Equipment <i>(e.g. computers, laptops, printers, furniture, etc.)</i> | | \$ - |
| Material and Supplies <i>(e.g. consumable goods)</i> | | \$ - |
| Professional Development & Training | | \$ - |
| Professional Fees & Contract Services <i>(e.g. consultants, security, etc.)</i> | | \$ - |
| Travel & Transportation | | \$ - |
| Total Category I Indirect Expenses and Category II Direct Administrative Expenses | | \$ - |

The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 10% of total Program Expenses

Category III - Direct Program Expenses:

| Category III | Itemized Details of Grant Funds Requested | Grant Funds Requested |
|--|---|-----------------------|
| Salaries | | \$ - |
| Fringe Benefits | | \$ - |
| Communications <i>(e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)</i> | | \$ - |
| Equipment <i>(e.g. computers, laptops, printers, furniture, etc.)</i> | | \$ - |
| Material and Supplies <i>(e.g. consumable goods)</i> | | \$ - |
| Professional Fees & Contract Services <i>(e.g. consultants, security, etc.)</i> | | \$ - |
| Staff Travel & Transportation | | \$ - |
| Staff Professional Development & Training | | \$ - |
| Total Category III Program Expenses | | \$ - |
| Total Category I, Category II and Category III Expenses | | \$ - |

Notes:

Category III expenses that can be used when calculating the MTDC are Salaries, Benefits, Material & Supplies, Staff Travel & Transportation, Communications, Staff Development & Training, Professional Fees & Contract Services, and Subawards up to the first \$25,000. Equipment CANNOT be used when calculating the MTDC.

APPENDIX V - ELEMENTS OF HIGH-QUALITY
Becoming High-Quality Multi Year Grant 2023-2026

Use this form to consider each element of high-quality preschool programming and compare the current state of the preschool program. Identify areas where the program is performing well as well as where the program is not fully meeting the element. Identify areas where a program has weaknesses or deficiencies that require improvement. Based on the gaps identified, describe concrete plans to achieve goals for improvement in each area under the Plan For Improvement column. Applicants are strongly encouraged to consider that even in areas their program shows strong performance, there is frequently room for continued improvement.

Attachment K: Application Examples provides examples of this type of analysis for each element of high-quality.

| Elements of High-Quality | Gap Analysis | Plan for Improvement |
|---|--------------|----------------------|
| 1. Evidence-based curriculum. | | |
| 2. Intentional and differentiated instruction in whole group, small group, and child-directed learning. | | |

APPLICATION EXAMPLE NOT FOR SUBMISSION

| | | |
|--|--|--|
| 3. Explicit instruction in key areas of literacy and numeracy. | | |
| 4. Core Standard: English Language Arts | | |
| 5. Core Standard: Mathematics | | |

APPLICATION DO NOT USE ONLY FOR SUBMISSION

| | | |
|---|--|--|
| 6. Core Standard: Approaches to Learning & Science | | |
| 7. Core Standard: Social/Emotional and Social Studies | | |
| 8. Core Standard: Creative Arts | | |

APPLICATION DO NOT USE ONLY FOR SUBMISSION

| | | |
|--|--|--|
| 9. Core Standard: Physical/Health and Safety | | |
| 10. Provider monitoring and ongoing professional learning and coaching. | | |
| 11. Administer PEEP (Pre-Kindergarten Exit and Entry Profile) to each student. | | |

APPLICATION DO NOT USE ONLY FOR SUBMISSION

| | | |
|--|--|--|
| <p>12. Pre-, mid-, and post SY 2021-2022 student assessment data. (<u>Only needed if PEEP data is unavailable and not submitted.</u>)</p> | | |
| <p>13. Classroom Teacher/Student Ratios (1:10)</p> | | |
| <p>14. Ongoing program evaluation and data collection to monitor program goal achievement and implementation of required program components.</p> | | |

APPLICATION DO NOT USE FOR EXAMPLE ONLY SUBMISSION

| | | |
|--------------------------------------|--|--|
| 15. Family engagement | | |
| 16. Teacher Education (CDA/AD/BD) | | |
| 17. Kindergarten transition plan | | |

DO NOT USE FOR APPLICATION SUBMISSION

18.ECERS-3 Observation

DO NOT USE FOR APPLICATION SUBMISSION

**APPENDIX VI
BECOMING HIGH-QUALITY MULTI-YEAR GRANT
School Years 2023-2026 Program Information**

| | |
|---|--|
| Name of Program | |
| Admin Location | |
| Name of Early Childhood Director/Principal | |
| Are your classrooms preexisting? How long have they been operating? | |
| Programming staff and contact information | |
| How many hours per week are being committed for the person overseeing the grant? | |
| Coach name(s) and contact information | |
| Which evidence-based curriculum(a) is currently being used? | |
| Which pre-, mid- and post-assessment tool is being used? | |
| What is the maximum number of students allowed to enroll in a class? | |
| Teacher/student ratio | |
| Current number of lead teachers | |
| Number of lead teachers with: CDA or degree in an early childhood related field | |
| LEA: K-12 economically disadvantaged % | |
| For home based technology providers, number of participants that also attend a private provider or LEA preschool program. Type of program attended. | |
| Total number of preschool sites on grant to serve eligible students | |
| Total number of classrooms to served eligible students | |
| Cost per student (Identify both half day and full day, if applicable) | |

Current Year

| | |
|--|------|
| Current total enrollment of preschool students | |
| Current number of preschool students economically disadvantaged with a risk factor | |
| Current percentage of preschool students economically disadvantaged with a risk factor | 0.0% |
| Current number of preschool students that are English Learners | |
| Current percentage of preschool students that are English Learners | 0.0% |
| Current number of preschool students eligible under both criteria | |
| Current percentage of preschool students eligible under both criteria | 0.0% |
| Current number of students identified as having a disability under IDEA | |

| Complete the table below with your general program times | | | | | | | |
|--|---------|---------|-----------|----------|---------|--------------------|--|
| Half Day | Monday | Tuesday | Wednesday | Thursday | Friday | Total Weekly Hours | |
| Example: | 9-11:30 | 9-11:30 | 9-11:30 | 9-11:30 | 9-11:30 | 12.5 | |
| AM Session | | | | | | Total Weekly Hours | |
| PM Session | | | | | | Total Weekly Hours | |
| Full Day | Monday | Tuesday | Wednesday | Thursday | Friday | Total Weekly Hours | |
| Session | | | | | | Total Weekly Hours | |
| How many sessions do you offer? | | | | | | | |

APPLICATION DO NOT USE FOR SUBMISSION ONLY



Appendix VIII : 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 | Total Compensation Level* |
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

*Total compensation means the cash and non-cash 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.

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

1. DEFINITIONS:

- a. **"Agreement Signature Pages"** means the State cover pages that DWS and Grantee sign.
- b. **"Agreement"** means the Agreement, Signature Pages, attachments, and documents incorporated by reference.
- c. **"Confidential Information"** 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. **"Goods and Services"** 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. **"GRANTEE"** 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. **"Proposal"** 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. **"State of Utah"** 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. **"Volunteer"** 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. Assignment: 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. Duties of Subgrantee/Subcontractor: 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. Provisions Required in Subcontracts: 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 and 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. Grantee acknowledges

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 it 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 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.
 - e. Workers' Compensation Insurance: 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. **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.
- 32. **WORKFORCE SERVICES JOB LISTING**: GRANTEE must post employment opportunities with DWS for the duration of the Agreement.
- 33. **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.
- 34. **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.
- 35. **PROTECTION AND USE OF CLIENT RECORDS**: 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.
- 36. **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.
- 37. **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.

38. **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.
39. **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 auditor.utah.gov.
40. **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.
41. **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.

42. **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 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.
43. **UNUSED FUNDS:** Any funds paid by DWS that are not appropriately used as authorized by this Agreement must immediately be returned to DWS.
44. **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.
45. **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.
46. **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.
47. **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. Compliance with Federal Cost Principles: 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.

Table 1: Cost Principles

| GRANTEE | Federal Cost Principles |
|---------------------------------------|--------------------------------|
| State/Local/Indian Tribal Governments | 2 CFR 200 Subpart E |
| College or University | |
| Non-Profit Organization | |

| | |
|-------------------|------------------|
| For-Profit Entity | 48 CFR Part 31.2 |
|-------------------|------------------|

- c. Compensation for Personal Services - Additional Cost Principles:
 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. Compensation for Personal Expenses: 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. Third-Party Reimbursement and Program Income: 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.
48. **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.
49. **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 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.
50. **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.
51. **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.
52. **NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
53. **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.

54. **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.
55. **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.
56. **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.
57. **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.
58. **ANTI-BOYCOTT ISRAEL:** If applicable, in accordance with Utah Statute 63G-27-101, GRANTEE certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the Agreement.

ATTACHMENT B
PERFORMANCE REQUIREMENTS
Becoming High-Quality Grant

I. GRANTEE RESPONSIBILITIES

Grantee shall comply with the requirements listed below. Failure to do so may result in immediate termination of the Becoming High-Quality Grant.

1. Administration

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

2. Grantee Orientation Meeting

Grantee shall attend a grantee orientation meeting to be conducted by DWS and the Utah State Board of Education (USBE) after the start of the contract period. Grantee will receive notification of time and location of the meeting upon award.

3. Student Identifiers

Grantee shall coordinate with USBE to assign a unique Statewide Student Identifier (SSID) to each student enrolled in the program. See *Attachment F, Data Sharing*, for specific data elements and transmission requirements.

- a. Grantee shall provide [**Local Education Agency (LEA)**: SSIDs and **or Private Provider (PP)**: associated student tracking information to USBE.]

4. Student/Teacher Ratios

Grantee shall strive to maintain class sizes and ratios consistent with a high-quality preschool program. [**LEAs**: Class size cannot exceed 20 children, with one adult for every 10 children in the class. **or PP**: Private providers must meet state licensing ratios at a minimum.]

5. Child Find

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

- a. If a student is suspected of having a disability, Grantee shall refer the student to the school district in which the student resides for assessment and services.

6. School Readiness Assessments

Within 30 days of execution of this agreement, Grantee shall select an internal assessor to administer the Preschool Entry and Exit Profile (PEEP), for each student who is four years old before September 2 for each year of the three-year grant period, as follows:

- a. Pre-assessments shall be performed within the first four weeks before and the first four weeks after the start of each program year.
- b. Post-assessments shall be performed within the last four weeks before the end of each program year.
- c. School Readiness Assessment administration:
 - i. Grantee shall coordinate with USBE to assign staff to attend PEEP assessment training. Grantee shall ensure the internal assessor administers the pre- and post-assessments with fidelity by participating in a collaborative DWS and USBE training.
 - ii. Grantee shall ensure it is capable of storing and sending student data securely to USBE.

- iii. Grantee shall ensure that an internal employee is designated to collect pre and post- assessment data and submit that data to USBE by no later than:
 - 1. September 30 of each year during the three-year grant period (2023-2025), for pre-assessment
 - 2. June 15 of each year during the three- year grant period (2024-2026), for post-assessment
- iv. Grantee shall submit school readiness assessment data to USBE in a manner that correlates student data to assigned SSIDs.

7. Data Collection

See *Attachment F, Data Sharing*, for specific data elements and transmission requirements.

Grantee shall collect, track and report the following data to USBE:

- a. SSID associated student tracking data
- b. Eligibility determination used to qualify students:
 - i. Number of students who are economically disadvantaged with at least one reported risk factor
 - ii. Number ranges of risk factors present for eligible students or number of students who are English language learners
- c. PEEP assessment data
- d. Enrolled eligible and total students who were four before September 2 of 2023, 2024 and 2025, that remained in the program for the complete program year
- e. Other data requested by the Utah School Readiness Board (the Board), USBE, or DWS

8. Early Childhood Environment Rating Scale (ECERS) Observations

- a. LEAs will be observed a minimum 3 class sessions per 500 students with 1 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 USBE guidelines above.

9. Classroom Visits

Grantee shall make funded site preschool classrooms available for classroom visits by the following:

- a. USBE or its designee
- b. DWS or its designee

10. Prioritize Enrollment of Eligible Children

- a. Grantee shall prioritize enrollment of eligible students as part of their recruitment process by using the following criteria:
 - i. Economically disadvantaged students with the greatest number of risk factors (using *Attachment J: Eligibility Form*) or students who are English Learners.
- b. Enrollment of eligible students shall include collecting the following:
 - i. Name, address, phone number
 - ii. Birthdate and age of child at time of enrollment
 - iii. Race/Ethnicity (optional)
 - iv. Eligibility Form
- c. Grantee shall register and maintain a minimum of 25 percent of eligible students throughout every school year during the three-year contract period.

11. 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 the Board, USBE, or DWS
- v. Attendance records for all children in each classroom funded by the Becoming High-Quality grant
- vi. Documentation related to expenses billed to DWS
- b. Retained documents shall be maintained in an organized, easy-to-read format
- c. Documents shall be maintained onsite and be accessible at the request of DWS and USBE staff.
- d. Documents shall be retained 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.

12. High-Quality Program Services

Grantee shall strive to reach high-quality preschool services at all times during the grant period, consistent with Utah Code §35A-15-202. Grantee shall implement the quality improvement strategies described in *Appendix V, Elements of High-Quality*, which identify areas of improvement according to the elements of high-quality. Elements of high-quality preschool services include:

- a. An evidence-based curriculum that is aligned with all of the developmental domains and academic content areas as defined in [Utah Core Standards \(ages 3-5\)](#) adopted by USBE that incorporates:
 - i. Intentional and differentiated instruction in whole group, small group, and child-directed learning
 - ii. Explicit instruction in key areas of literacy and numeracy, as determined by State Board of Education that:
 - 1. Is teacher-led or through a partnership with a contractor as defined in [Utah Code §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 development for staff of the school readiness program described in the grant application
- c. Ongoing assessment of a preschool 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. All teachers, by the second year of employment, must have obtained an education equivalent at least to one of the following:
 - i. Minimum standard of a child development associate certification (CDA); or
 - ii. An associate or bachelor's degree in an early childhood education related field.
- g. A Preschool to Kindergarten transition plan.

13. Monitoring

Each year the program shall make available each funded site for onsite and/or offsite-monitoring visits by DWS and USBE as requested. Other monitoring may include, but is not limited to, technical assistance, desk reviews, mid-year on-site portfolio visit, expenditure document review, and/or monitoring by a third party.

14. Portfolios

Year One (SY2023-2024)

For monitoring purposes, Grantees shall build an organized portfolio for each classroom to identify any program gaps and set goals toward achieving high-quality preschool programming.

- a. The portfolio must include the following:
 - i. How the evidence-based curriculum has been implemented.
 - ii. Two weeks of prepared upcoming lesson plans linked to the in [Utah Core Standards \(ages 3-5\)](#).
 - iii. Evidence of lesson plans for individual learning needs. Include adaptations made to address specific needs of individuals or groups and the range of ability levels at which a task or activity may be experienced.
 - iv. Evidence of ongoing, focused, and intensive professional development for staff (i.e. schedule, themes, sign in sheets for staff, guest trainers).
 - v. Evidence of ongoing assessment of student's educational growth and development progress to inform instruction (i.e. individual student records, anecdotal notes, developmental checklists, records on how the children responded to the individualized instruction and activities, records of the children's progress).
 - vi. Evidence of program evaluation and data collection to monitor program goal achievement.
 - vii. Examples of current family engagement. Include a description of ongoing communication between home and school. Include parent education opportunities, parent teacher conferences, or other methods of involving families with their child's education.
 - viii. A list of all teachers and their certifications.
 - ix. Enrollment and student/teacher ratio of preschool classrooms.
 - x. Kindergarten transition plan including communicating assigned SSID numbers with the receiving school(s).
 - xi. Evidence of explicit instruction in literacy and numeracy.

Beginning at mid-year monitoring, grantee shall submit a minimum of one portfolio per funded classroom.

Year Two and Three (2024-2025 and 2025-2026)

As part of ongoing monitoring requirements, Grantee shall provide both a program wide portfolio and grant funded classroom portfolios.

15. Quarterly Reports

- a. Grantee shall submit quarterly reports during the program year using templates provided by DWS. Quarterly report due dates are as follows:
 - i. Beginning of year reports no later than October 13, 2023, 2024 and 2025.
 - ii. Mid-year reports no later than January 12, 2024, 2025 and 2026.
 - iii. End of year report no later than June 21, 2024, 2025 and 2026.
- b. Reports must include, but are not limited to:
 - i. Programming information
 - ii. Program progress reports
 - iii. Progress in meeting elements of high-quality preschool programming

- iv. Pre, mid, and post- student assessment data and analysis
- v. Portfolio information
- vi. Program gaps and improvement steps
- vii. Teacher accreditation
- viii. Eligible student enrollment data, disaggregated by: number of economically disadvantaged students with at least one risk factor, number ranges of risk factors present for eligible students, number of English learners
- ix. Aggregated student attendance data
- x. Cost per eligible student
- xi. Number of enrolled eligible and total students who were four before September 2, 2023, 2024 and 2025, that remained in the program for the complete program year

16. Reporting

Reports shall be prepared according to reporting guidelines using the templates that will be provided by DWS. For each program year, reports shall be submitted as follows:

- a. Mid-year portfolio site visits, no later than February 23, 2024, 2025 and 2026.

17. Expense Reimbursement

- a. Grantee shall submit requests for reimbursement of expenses using a billing template to be provided by DWS.
- b. Program must submit monthly or quarterly billing invoices as well as a general ledger or detailed report as to how the money was spent. At minimum, requests for reimbursement must be submitted at the end of each quarter.
- c. The final invoice for each grant year must be submitted by July 5, 2024, 2025 and 2026.
- d. Reimbursement may be held until grantee has resolved any issues regarding compliance with grant requirements, including outcomes.
- e. All funds must be spent by the end of the grant contract term. Unspent funds will be forfeited.

18. Budget and Grant Proposal Changes

Budgets approved by the Board are final. Changes may be requested by grantee using DWS provided budget change forms, and must receive prior approval from the program specialist. Modifications to the budget require alignment with the Becoming High-Quality grant and the purposes and outcomes identified by the Grantee in the grant application.

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

19. Performance Improvement Plan

If monitoring of Grantee's performance under this agreement documents deficiencies in meeting the expectations, requirements and outcome measures, DWS in coordination with USBE, can design and implement a performance improvement plan. Grantee shall adhere to the requirements and expectations in this plan within the required timeframe for improvement. Failure to follow the performance improvement plan may result in immediate termination of this agreement.

II. EXPECTED OUTCOMES

1. Grantee shall demonstrate progress toward becoming high-quality and shall meet quantitative and qualitative progress goals developed with the external coach and the assigned program specialist.
2. Grantee shall conduct monthly internal coaching sessions per teacher for each month the program is in operation throughout the grant period.
3. Grantee shall conduct a monthly external coaching sessions per internal coach for each month throughout the grant period.

4. Grantee shall conduct a minimum of nine (9) coaching professional developments per year throughout the three-year grant period.
5. Grantee shall use pre, mid, and post- assessments to analyze data in order to individualize and differentiate instruction through whole group, small group, and child directed learning.
6. Grantee shall provide evidence of student academic development and social skill growth demonstrating preparation for student entry into kindergarten through student assessment data, quarterly progress reports, and monitoring.
7. Grantee shall collaborate with the DWS program specialist and the external coach to use the ECERS-3 tool to:
 - a. Debrief about the ECERS-3 observation to identify gaps
 - b. Set ongoing targeted goals
 - c. Create steps to meet targeted goals
 - d. Conduct ongoing meetings to discuss progress
 - e. Identify needed classroom materials
 - f. Increase teacher/child interaction
 - g. Adjust the classroom environment
 - h. Achieve progress towards becoming high-quality

ATTACHMENT C 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 client's 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

[Rev.01/15]

ATTACHMENT D

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

- A. This policy does not apply to Contractors, Sub-Contractors, Grantees or Sub-Grantees (collectively referred to herein as "Contractor") who are required by law or by another governmental entity to obtain background checks (e.g. Child Care Licensing, State Universities) for employees or volunteers. In such cases, Contractor shall provide DWS with the following:
1. The background check policy, which must include:
 - a) type of required background check,
 - b) who is required to be checked,
 - c) frequency, and
 - d) criteria used to determine pass or fail background check.
 2. Proof of compliance with such law(s), regulation(s) or requirements.
 3. Immediate notification if an employee's or volunteer's record shows criminal history.
- B. Contractor must obtain an **annual** background check for one or both of the following:
1. Any employee or volunteer who has access to DWS customer confidential information must obtain a **Utah Bureau of Criminal Identification (BCI)** check.
 2. Any employee or volunteer who provides direct services to or, as a part of his or her duties for Contractor, has direct access to a minor or vulnerable adult must obtain a **fingerprint-based national criminal history record check from the FBI**.
 - a) For a Contractor using Next Generation FBI fingerprint check or rap-back, a background check is only required once for an employee or volunteer, for as long as Contractor is receiving notification.
- C. Contractor must obtain background checks according to Contractor's qualifications per Utah statute.
1. Contractor must be or become certified as a Qualified Entity by the Utah Bureau of Criminal Identification if the Contractor meets the requirements to request Utah criminal history information under Title 53, Public Safety Code, Chapter 10, Criminal Investigations and Technical Services Act, and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children or vulnerable adults or fiduciary funds, national security, or under other statutory authority).
 2. If Contractor does not meet the statutory requirements referenced in section C. 1., then Contractor shall require an employee or volunteer covered by Paragraph B. to contact the BCI and follow the BCI procedures to obtain his or her own Utah and national fingerprint-based national criminal history record checks.
 - a) BCI information can be found at <https://bci.utah.gov/criminal-records/criminal-records-forms/>.
 - b) FBI information can be found at www.fbi.gov under the services section.

- D. Contractor must immediately notify DWS if an employee's or volunteer's record shows criminal history.
- E. DWS may restrict or prohibit an individual from accessing confidential information, providing direct customer service, or having direct access to a minor or vulnerable adult until a valid criminal background check is completed, or in the event the background check indicates:
 - 1. Convictions or a plea in abeyance involving such offenses as theft, illegal drug use or trafficking, fraud, sexual offenses, lewdness, domestic violence, assault, battery, identity theft, any felony, any class A misdemeanor, or any other conduct or action that may, in the judgment of DWS, create a risk of harm to a DWS customer, minor, or vulnerable adult or suggests the individual is at risk for compromising confidential information.
- F. It is Contractor's responsibility to prevent an individual from accessing confidential information, providing direct services, or having direct access to minors or vulnerable adults by an employee or volunteer that DWS has determined should not have access under Paragraph E, or to an individual whose criminal history record shows a conviction for any of the following offenses, unless expressly authorized by DWS:
 - 1. Any matters involving a sexual offense.
 - 2. Any matters involving a felony or class "A" misdemeanor drug offense.
 - 3. Any matters involving a "crime against the person" under Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Person.
 - 4. Any matters involving a financial crime, including but not limited to identity theft, fraud, larceny, theft, and embezzlement.
- G. For each individual subject to this policy, Contractor shall keep the annual and verifiable background check on file. Verification that a background check has been performed must be made available to DWS upon request.
- H. Contractor shall be responsible for all fees associated with the background check unless otherwise assigned to the employee or volunteer by Contractor, or otherwise provided for by DWS herein.
- I. DWS may terminate this Agreement in the event Contractor fails to complete and maintain a record of background checks for employees or volunteers in a manner consistent with this policy.
- J. A guest is not required to complete a background check. Contractor shall not provide guests access to confidential information.
- K. Definitions
 - 1. "Confidential information" includes but is not limited to: personal identifying information, medical records, clinical records, counseling records, financial records, and case information.
 - 2. "Direct service" means providing services to minor or vulnerable adult when the services are rendered in the physical presence of the minor or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing or providing mental health and medical services to DWS customers. See Title 62A, Utah Human Services Code, Chapter 5, Services for People with Disabilities.
 - 3. "Direct access" means an employee or volunteer has, or likely will have, contact with or access to a minor or vulnerable adult that provides the individual with an opportunity for personal communication or touch. See Title 62A, Utah Human Services Code, Chapter 2, Licensure of Programs and Facilities.
 - 4. "DWS Customer" is a person served with funding provided by DWS.

5. "Guest" is a person who is in the program temporarily and will not be allowed unsupervised, direct access to a vulnerable adult or minor.
6. "Minor" means any person under the age of 18.
7. "Vulnerable adult" means an elder adult, or an adult 18 years of age 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 that person's ability to:
 - a) provide personal protection;
 - b) provide necessities such as food, shelter, clothing, or medical or other health care;
 - c) obtain services necessary for health, safety, or welfare;
 - d) carry out the activities of daily living;
 - e) manage the adult's own resources; or
 - f) 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 Person.

ATTACHMENT E
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 F
DATA SHARING
Becoming High-Quality Grant

Grantee shall share student tracking information with Utah State Board of Education's (USBE) Secure File Transfer Server (MOVEit). 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

ATTACHMENT G – SCORE SHEET FOR EVALUATORS

Becoming High-Quality Multi-Year Grant 2023-2026

Applicant #: _____ Evaluator #: _____

Instructions: Evaluate the application based on the criteria listed in the rubric. Score as follows: High Quality = 5, Developing = 3, Emerging = 2, Insufficient = 1 No Response = 0

| 3. Grant Goals and Outcomes | | | | | (5 Points Possible) |
|--|--|--|---|---|-----------------------------------|
| Enter three anticipated outcomes for the grant period. List the specific, measurable, achievable, relevant and timely performance goals proposed for this grant. | | | | | |
| No Response – (0 Points) | Insufficient – (1 Points) • Minimal information is completed. | Emerging – (2 Points) • Partial information is completed. • Lacks substance or goals are unclear. • Outcomes are too general, or cannot be measured. | Developing – (3-4 Points) • Provides adequate information to understand the objectives. • Outcomes are mostly specific, measurable, accurate, reasonable and timely. | High Quality – (5 Points) • All information is complete and clear. • There is a detailed summary of the organization’s objectives. • Outcomes appear specific, measurable, accurate, reasonable and timely. | |
| Comments: | | | | Possible Points for 3: (5 Points) Points Awarded: _____ | |
| 4. Prioritization of Eligible Student Enrollment | | | | | (10 Bonus Priority Points) |
| Using <i>Attachment J: Eligibility Form</i> during preschool enrollment, program agrees to prioritize eligible students with the greatest number of risk factors as part of the recruitment process. Pass/Fail – 5 bonus points *Only if applicant agrees to prioritize students using the Eligibility Form, use the rubric below to evaluate narrative response* Describe how the program will prioritize the enrollment of eligible students, targeting highest risk students. Evaluate narrative according to scale below – up to 5 bonus points | | | | | |
| No Response – (0 Points) | Insufficient – (1 Points) • Minimal explanation provided. | Emerging – (2 Points) • The prioritization plan is unclear or incomplete. | Developing – (3-4 Points) • The prioritization plan for enrollment is summarized. | High Quality – (5 Points) • The prioritization plan is summarized clearly and would target the most at-risk students in enrollment. | |
| Comments: | | | | Points for 4: (10 Bonus Prioritization Points) Points Awarded: _____ | |
| 5. Program Description | | | | | (15 Points Possible) |
| Provide a brief description of your organization, mission, philosophy, and preschool program. | | | | | |
| No Response – (0 Points) | Insufficient – (1-5 Points) • The program is not described clearly or misses necessary explanation of organization’s mission, philosophy or preschool program. | Emerging – (6-9 Points) • The program is summarized but explanation lacks detail. | Developing – (10-13 Points) • The program is summarized. | High Quality – (14-15 Points) • The program is summarized clearly. • Includes a clear, concise explanation of the organization’s mission, philosophy and preschool program. | |

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| Comments: | Possible Points for 5: (15 Points) Points Awarded: _____ |
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| 6. Grant Components | (20 Points Possible) |
|----------------------------|-----------------------------|

Describe how your program will meet all the grant component requirements:

| | |
|---|--|
| 1. School Readiness Assessments (PEEP) | 5. Family Engagement |
| 2. Pre-, Mid-, and Post-Assessments (if PEEP data is not available) | 6. High-Quality Observation Tool |
| 3. Internal Coaching | 7. Elements of High-Quality Gap Analysis (answered in detail in Appendix IV, Elements of High-Quality) |
| 4. Professional Development | |

| | | | | |
|---------------------------------|---|--|--|--|
| No Response – (0 Points) | Insufficient – (1-5 Points) • Applicant addresses the components minimally or fails to address each of the grant components in the narrative. | Emerging – (6-10 Points) • The grant components are summarized but the explanation lacks detail. | Developing – (11-15 Points) • The grant components are summarized. | High Quality – (16-20 Points) • Applicant addresses each of the grant components clearly. • Includes a clear, concise explanation of the organization’s planned engagement with each of the grant components. |
|---------------------------------|---|--|--|--|

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| Comments: | Possible Points for 6: (20 Points) Points Awarded: _____ |
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| 7. Elements of High-Quality Gap Analysis | (15 Points Possible) |
|---|-----------------------------|

Review the attached Appendix V, Elements of High-Quality Gap Analysis, which address in detail a gap analysis of each element and plan for improvement.

| | | | | |
|---|---|---|---|--|
| No Response – (0 Points) • Did not submit Appendix V, or attachment is blank. | Insufficient – (1-5 Points) • Responses in Elements of High-Quality attachment are incomplete, insufficient, or missing key information. • Applicant addresses elements of high-quality minimally. | Emerging – (6-9 Points) • Applicant responses are unclear, or lack sufficient detail. • Response did not demonstrate consideration of gaps and plan for improvement. | Developing – (10-13 Points) • Applicant response summarizes program gaps and addresses each area for improvement. | High Quality – (14-15 Points) • Applicant response addresses each element of high-quality clearly with sufficient detail. • Proposal includes a clear, considered analysis of gaps and concrete steps to improve program quality. |
|---|---|---|---|--|

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| Comments: | Possible Points for 7: (15 Points) Points Awarded: _____ |
|------------------|---|

| 8. Preventing Duplicate State Student Identifiers (SSID) (5 Points Possible) | | | | |
|---|---|--|--|--|
| Describe how the program will prevent duplicate creation of SSID numbers for enrolled students. | | | | |
| No Response – (0 Points) | Insufficient – (1 Point) • Applicant addresses the requirement minimally or fails to demonstrate how the program will prevent duplicate SSID numbers. | Emerging – (2 Points) • Plan for preventing duplicate SSIDs is unclear or lacks sufficient detail. | Developing – (3-4 Points) • Applicant response summarizes plan for obtaining unique SSIDs. | High Quality – (5 Points) • Applicant response clearly and concisely outlines a plan to prevent duplicate SSID assignment. |
| Comments: | | | | Possible Points for 8: (5 Points) Points Awarded: _____ |

| 9. Inclusive Environment (10 Points Possible) | | | | |
|--|--|---|--|--|
| Describe the process your program follows when suspecting a student may need additional educational support. | | | | |
| No Response – (0 Points) | Insufficient – (1-2 Point) • Minimal explanation provided. | Emerging – (3-5 Points) • The procedure followed is unclear or explanation is incomplete. | Developing – (6-9 Points) • The procedure to accommodate a student suspected of having a disability is summarized. | High Quality – (10 Points) • The procedure is summarized clearly and demonstrates a commitment to teaching preschool students in an inclusive environment. |
| Comments: | | | | Possible Points for 9: (10 Points) Points Awarded: _____ |

| 10. Quality Sustainability (5 Points Possible) | | | | |
|---|--|---|--|--|
| Provide an in-depth description of the plan to develop sustainability and self-sufficiency to ensure high-quality programming for students beyond the grant funding period. | | | | |
| No Response – (0 Points) | Insufficient – (1 Point) • Minimal explanation provided. | Emerging – (2 Points) • Plan for sustaining high-quality programming is unclear or lacks sufficient detail. | Developing – (3-4 Points) • Applicant response summarizes plan to maintain high-quality programming. | High Quality – (5 Points) • Applicant response clearly and concisely outlines a plan to maintain high-quality programming. |
| Comments: | | | | Possible Points for 10: (5 Points) Points Awarded: _____ |

| 11. Grant Administrative Capacity (5 Points Possible) | | | | |
|--|--|--|--|---|
| Describe the holistic plan for leadership and support of this grant throughout your program. In your explanation, describe the day to day administration planned under this grant, including how the primary administrator will regularly coordinate with staff throughout the program and how much time the administrator is anticipated to dedicate each week supporting this grant. If the preschool program has multiple sites, describe how overall plan for the primary administrator to support for the site leadership for all locations under this grant. | | | | |
| No Response – (0 Points) | Insufficient – (1 Point) • Minimal explanation provided. | Emerging – (2 Points) • Plan for leadership and support of the grant is unclear or lacks sufficient detail. | Developing – (3-4 Points) • Applicant response summarizes plan to support and lead grant implementation. | High Quality – (5 Points) • Applicant response clearly and concisely outlines a plan to support and lead grant implementation throughout the preschool program. |
| Comments: | | | | Possible Points for 11: (5 Points) Points Awarded: _____ |
| 12. Letter(s) of Support (5 Points Possible) | | | | |
| Applicants must attach Letter(s) of Support from the leadership of the host site(s), and key program stakeholders (e.g. superintendents, principal, early childhood director, owner). Letters should detail support of the program and acknowledge space and personnel requirements. Letters should indicate details of how the leadership will support ongoing grant activities. | | | | |
| No Response – (0 Points) | Insufficient –(1 Points) • Letters are vague, and fail to indicate support of grant activities, or set of submitted letters appears incomplete. | Emerging – (2 Point) • Letters are provided for some, but not all sites. • Letters are provided, but do not indicate support of grant activities. | Developing – (3-4 Points) • Letters are provided for all sites. • Letters lack some detail for support for grant activities during the contract period. | High Quality – (5 Points) • A letter from the site leader is included for each site. • Submitted letters indicate a strong commitment to support grant activities. |
| Comments: | | | | Possible Points for 12: (5 Points) Points Awarded: _____ |
| 13. Teacher Credentials (5 Points Possible) | | | | |
| Applicants must attach supporting documentation for lead teacher credentials outlined on Appendix VII Teacher Credentials. | | | | |
| No Response – (0 Points) | Insufficient – (1 Points) • Set of submitted credential documentation appears minimal and incomplete. • Submitted documentation does not support teacher credentials. | Emerging – (2 Point) • Credentials are provided for some, but not all required teachers. • Credential documentation is confusing or unclear. | Developing – (3-4 Points) • Some Credential documentation provided for all lead teachers. | High-Quality – (5 Points) • Clear supporting documentation of teacher certification is provided for all lead teachers and may include supporting teachers/staff. |
| | | | | Possible Points for 13: (5 Points) Points Awarded: _____ |

| 14. Funding Analysis | | | | | (10 Points Possible) |
|---|--|---|---|--|--|
| Review the attached <i>Appendix IV: Funding Analysis Worksheet</i> , which allows applicants to identify and itemize spending for other funding sources to document how grant funds are used, and ensure no supplanting of existing funding will occur. | | | | | |
| No Response – (0 Points) <ul style="list-style-type: none"> Did not submit Appendix IV, or attachment is blank. | Insufficient – (1-2 Points) <ul style="list-style-type: none"> Responses in Funding Analysis attachment are incomplete, insufficient, or missing key information. Applicant addresses funding or planned grant expenditures minimally. Expenditures are not appropriate, or include unallowable costs. Expenditures may appear to supplant current funding. | Emerging – (3-5 Points) <ul style="list-style-type: none"> Applicant responses are unclear, or lack sufficient detail. Expenditures are explained, but lack sufficient detail. Expenditures <u>do not</u> appear to supplant current funding. | Developing – (6-9 Points) <ul style="list-style-type: none"> Applicant response details current funding and planned grant expenditures. The majority of expenditures are directly tied to program development. Expenditures <u>do not</u> appear to supplant current funding. | High Quality – (10 Points) <ul style="list-style-type: none"> Applicant response details all current funding and planned grant expenditures, appearing complete and accurate. Costs are detailed and reasonable for the size of the program and the quality of the services to be provided, and expenditures are directly tied to program development. Expenditures appropriately support the development of high quality programs Expenditures <u>do not</u> appear to supplant current funding. | |
| Comments: | | | | | Possible Points for 14: (10 Points) Points Awarded: _____ |

| 15. Proposed Budget Evaluation | | | | | (20 Points Possible) |
|---|---|---|---|--------------------------------------|--|
| a. Review all attached financial worksheets. Programs are required to at minimum submit one Budget Narrative form, and if requesting funding for more than one preschool site, must attach a separate budget form for each location. In addition, the Funding Analysis worksheet will be used to evaluate submit budgets to determine if grant funds appear to supplant existing funding sources. b. Financial Snapshot c. Budget Narrative | | | | | |
| No Response (0 Points) <ul style="list-style-type: none"> Minimal information is completed. Application included a grant budget response but did not use the required spreadsheet. Requested funds appear to supplant existing funding. | Insufficient – (1-5 Points) <ul style="list-style-type: none"> Limited information provided to support budget needs. Disallowed costs are included. Budget details do not match the proposed budget line items on the attachment. Inconsistency between overall budget, budget form and funding analysis, or appears inconsistent with the rest of the grant proposal. | Emerging – (6-10 Points) <ul style="list-style-type: none"> Information adequately supports the budget needs. Some details align with the proposed budget line items and costs are reasonable for the grant purpose. Applicant identifies if NICRA or De Minimis is being used in Category I , or identifies some details of Direct Admin Costs in Category II Applicant follows Budget example and provides some level of detail in Admin Costs in Category III | Developing – (11-15 Points) <ul style="list-style-type: none"> Budget is complete and appears reasonable and accurate. Budget categories are sufficiently detailed and clear. No disallowed costs are included. Costs are justified as necessary to meet the requirements of the grant. Most or all of the details align with the proposed budget line items and are reasonable for the grant purpose. Applicant identifies if NICRA or De Minimis is being used in Category I , or identifies detailed Direct Admin Costs in Category II Applicant follows Budget example and provides adequate level of detail in Admin Costs in Category III | High Quality – (16-20 Points) | |
| Comments: | | | | | Possible Points for 15: (20 Points) Points Awarded: _____ |

| Summary for Applicant #: | Scoring Totals: | |
|--|-----------------------------------|--|
| Question 3: Grant Goals and Outcomes | 5 Point Maximum | |
| *BONUS POINTS* Question 4: Prioritization of Eligible Student Enrollment | 10 Possible Bonus Priority Points | |
| Question 5: Program Description | 15 Point Possible Bonus | |
| Question 6: Grant Components | 20 Point Maximum | |
| Question 7: Elements of High-Quality Gap Analysis | 15 Point Maximum | |
| Question 8: Preventing Duplicate State Student Identifiers (SSID) | 5 Point Maximum | |
| Question 9: Inclusive Environment | 10 Point Maximum | |
| Question 10: Quality Sustainability | 5 Point Maximum | |
| Question 11: Grant Administrative Capacity | 5 Point Maximum | |
| Question 12: Letters of Support | 5 Point Maximum | |
| Question 13: Teacher Credentials | 5 Point Maximum | |
| Question 14: Funding Analysis Worksheet | 10 Point Maximum | |
| Question 15: Proposed Budget Evaluation | 20 Point Maximum | |
| TOTAL ALL POINTS: (130 Points Maximum) | | |

ATTACHMENT H : Becoming High-Quality Multi-Year Grant ALLOWED AND DISALLOWED COSTS

All proposed expenses must be consistent with the grant purpose of increasing program quality and follow applicable state finance rules for expenditures. Any costs charged to the Becoming High-Quality grant program must be necessary, reasonable, and allocable to the program. Grant funding cannot be used to supplant existing expenditures. The list below is not exhaustive, and any questions about budgets or expenditures should be reviewed with the program specialists.

| Allowed | Disallowed |
|---|---|
| Presenter or contract related to high-quality grant | Food expenses, including light refreshments |
| Coaching | Rent or mortgage payment |
| Family engagement activities | Building maintenance and repairs |
| Evidence based, developmentally appropriate curriculum | Major construction |
| Learning play materials | Business expenses required by Child Care Licensing (CCL) or other regulating agencies |
| Equipment such as dramatic play furniture, children sized couches, shelves to improve interest centers | DVD players or gaming systems, basic furniture for the classroom (chairs, tables, rugs, shelving for the overall classroom), sheds or storage units |
| Ongoing training for coach(es) | Office equipment such as desks, chairs, and computers |
| CDAs (there are other grants available through the state to assist with paying for this) | Stationary playground equipment |
| Raise wages for existing staff above wages paid at time of application (not to exceed a \$2.00 maximum for the full timeframe of the grant) | Vehicle purchases, repair costs or maintenance |
| Salary for staff that work additional hours for parent/teacher conferences or family engagement events | Bad debts (bank overdraft fees, collection fees, and debt collection) |
| Kindergarten transition (coordination and planning) | State sales tax for tax-exempt organizations |
| Salary for staff lesson planning/preparation time when staff are not responsible for students | Goods or services for personal use |
| Professional development for staff (fees and wages for time spent in class) | Bank fees |
| Professional resources for staff | Tuition for child care |
| Field trips that include an educational component, support prevention components or are related to quality programming and curriculums. | Field trips or activities for entertainment purposes such as movies, gaming arcades, amusement parks |
| Computers or tablets to be used to track data or meet other grant requirements (must be pre-approved by School Readiness program specialists) | Any payment to a family member of an owner, director, officer or board member of an organization without previous disclosure to and approval by DWS |
| Age-appropriate computer software that support the curriculum (must be pre-approved by School Readiness Program Specialists) | Out-of-state travel without pre-approval from program specialists |
| Consumable products such as art or paper supplies (may not exceed 5% of annual grant amount, unless otherwise specified) | Entertainment for staff (i.e.: amusement, entertainers, social activities, tickets to shows, outside meals, lodging) |
| PEEP Training and PEEP Assessment Administration, including wages for time spent in training and administration | Goods or services for personal use |

ATTACHMENT I

BUDGET INSTRUCTIONS

Category I: INDIRECT EXPENSES

This category is used if the organization has a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) or chooses a de minimis rate.

- a. NICRA – If the organization has a federally approved rate, it must be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. A NICRA is established on a cost base(s).
 - In the detail information, list the organization’s NICRA and cost base(s).
 - To determine the amount, multiply the NICRA against the established cost base(s) line item amounts listed in Category III.

If an organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate, please note this in the detail information area. Waving indirect costs or charging less will not influence awarding decisions.

- b. De minimis Rate - If the organization does not have a NICRA and would like to choose a de minimis rate, the organization must certify that they are making this choice. Once an organization chooses the de minimis rate, they **MUST** use this across all grants. The only way for an organization to stop using the de minimis rate once certified is to receive a NICRA. Please use caution when making this choice.

The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward.

- In the Itemized Details of Grant Funds Requested column, indicate that de minimis has been chosen.
- To determine the amount, determine the MTDC from line items in Category III (see the budget narrative notes for the eligible Category III expenses).
- Multiply the MTDC by 10%. Enter this amount in Category I.

Category II: DIRECT ADMINISTRATIVE EXPENSES

This category is used if the organization does not have NICRA, does not choose a de minimis rate, or has administrative expenses that are not included in the cost base(s) of their NICRA. If the organization allocates administrative expenses with a cost allocation plan or other basis, those allocated costs should be included here. Any other direct administrative expenses should be listed as well.

- In the Itemized Details of Grant Funds Requested column, indicate how the cost was arrived at including all items that make up the costs.

Category III: DIRECT PROGRAM EXPENSES

This category is used for the direct program expenses. Costs should be reasonable, necessary, and allowable under the grant proposal and federal regulations.

- In the Itemized Details of Grant Funds Requested column, indicate how the cost was arrived at including all items that make up the costs.

**School Readiness Eligibility Resource Document
School Year 2023-2024**

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.

| Household Size | 185% Federal Poverty | | | | |
|---|----------------------|---------|-----------------|-----------------|--------|
| | Annual | Monthly | Twice Per Month | Every Two Weeks | Weekly |
| 1 | 26,973 | 2,248 | 1,124 | 1,038 | 519 |
| 2 | 36,482 | 3,041 | 1,521 | 1,404 | 702 |
| 3 | 45,991 | 3,833 | 1,917 | 1,769 | 885 |
| 4 | 55,500 | 4,625 | 2,313 | 2,135 | 1,068 |
| 5 | 65,009 | 5,418 | 2,709 | 2,501 | 1,251 |
| 6 | 74,518 | 6,210 | 3,105 | 2,867 | 1,434 |
| 7 | 84,027 | 7,003 | 3,502 | 3,232 | 1,616 |
| 8 | 93,536 | 7,795 | 3,898 | 3,598 | 1,799 |
| For each additional family member, add: | 9,509 | 793 | 397 | 366 | 183 |

(Modified from "Child Nutrition Programs Income Eligibility Guidelines (2023-2024)" Federal Register Notice Vol. 87, No. 32, Wednesday, February 09, 2023).

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. 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;
 - b. the ability to successfully achieve in classrooms where the language of instruction is English; or
 - c. the opportunity to participate fully in society.



State of Utah
Department of Workforce Services
Office of Childcare

FORMULARIO DE ELEGIBILIDAD DE PREPARACIÓN ESCOLAR

Nombre del niño/a: _____

Fecha de nacimiento: _____

Nombre del padre/madre/tutor: _____

Dirección: _____

Número(s) de teléfono: _____

Escuela del vecindario: _____

| Solo para uso de la oficina | |
|--|--|
| ¿El niño/a es elegible? | <input type="checkbox"/> Sí <input type="checkbox"/> No |
| (Marque todas las opciones que correspondan) | <input type="checkbox"/> Estudiante de inglés <input type="checkbox"/> Hogar de acogida <input type="checkbox"/> Desventaja económica + factor de riesgo |

- ¿El estudiante es elegible para el jardín de infantes (5 años de edad al 1 de septiembre de 2023 o antes de esa fecha)? Sí No
Si seleccionó "no", continúe con el formulario
- ¿Es un estudiante de inglés? Sí No No lo sé
- ¿El estudiante está actualmente en un hogar de acogida temporal? Sí No No lo sé
- ¿El estudiante tiene derecho a recibir un almuerzo gratuito o a precio reducido (en desventaja económica)? Sí No No lo sé

EVALUACIÓN DE LOS FACTORES DE RIESGO

Revise la siguiente lista. ¿Cuántas de estas circunstancias se aplican a su hijo/a? (No marque cuál de estos se aplica a su hijo/a. Solo queremos saber la cantidad).

- 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/delincuencia
- Uno o ambos padres tienen una baja capacidad de lectura
- La familia se ha mudado al menos una vez en el último año
- El niño/a ha estado alguna vez en régimen de acogida temporal
- Actualmente vive en un hogar con varias familias
- El niño/a estuvo expuesto/a a abusos físicos o violencia doméstica en el hogar en cualquier momento de su vida
- El niño/a estuvo expuesto/a al abuso de sustancias (drogas o alcohol) en el hogar en cualquier momento de su vida
- El niño/a estuvo expuesto/a a acontecimientos vitales estresantes (muerte, enfermedad crónica o problemas de salud mental de un padre o hermano)
- El idioma que se habla en el hogar con mayor frecuencia NO es el inglés
- Uno de los padres del niño/a no se graduó de la escuela secundaria

Seleccione el rango de números de factores de riesgo que se aplican a su hijo:

- 0 1-2 3-5 6-8 9-10 11-12

Aceptación: Certifico que la información anterior es verdadera y exacta a mi leal saber y entender.

Firma del padre/madre/tutor: _____/s/ Fecha: _____

Programa de Empleador de Oportunidad Igualitaria

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

Documento de recursos de elegibilidad para la preparación escolar Año escolar 2023-2024

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 familiar | 185 % de pobreza federal | | | | |
|---|--------------------------|---------|------------------|------------------|---------|
| | Anual | Mensual | Dos veces al mes | Cada dos semanas | Semanal |
| 1 | 26,973 | 2,248 | 1,124 | 1,038 | 519 |
| 2 | 36,482 | 3,041 | 1,521 | 1,404 | 702 |
| 3 | 45,991 | 3,833 | 1,917 | 1,769 | 885 |
| 4 | 55,500 | 4,625 | 2,313 | 2,135 | 1,068 |
| 5 | 65,009 | 5,418 | 2,709 | 2,501 | 1,251 |
| 6 | 74,518 | 6,210 | 3,105 | 2,867 | 1,434 |
| 7 | 84,027 | 7,003 | 3,502 | 3,232 | 1,616 |
| 8 | 93,536 | 7,795 | 3,898 | 3,598 | 1,799 |
| Para cada miembro adicional de la familia, añada: | 9,509 | 793 | 397 | 366 | 183 |

(Modificado de "Pautas de elegibilidad de ingresos de los programas de nutrición infantil (2023-2024)" Aviso del Registro Federal Vol. 87, No. 32, miércoles 09 de febrero de 2023.

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. 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.



State of Utah
Department of Workforce Services

**Attachment K: FEDERAL SUBAWARD FUNDING AND
REPORTING REQUIREMENTS**

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)

CFDA# 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 Contract Owner/Contract Analyst/Fiscal Grant Manager)

Agreement number: _____

Project name and description: _____

Start date of award: _____ End date of award: _____

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: Yes No **-OR-** de Minimis: Yes No

Indirect Cost Rate: _____

Indirect Cost Rate Base: _____

SUBRECIPIENT INFORMATION

UEI number: _____

Name of Subrecipient: _____

Business Address: _____

City: _____ State: _____ Zip+4: _____

Subrecipient principal place of performance (if different 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.

ATTACHMENT L
Becoming High-Quality Multi-Year Grant
Application Checklist

*A complete application must be submitted by **Wednesday, April 12th, 2023**, no later than **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. Becoming High Quality Multi-Year Grant Application Webform.**

SUBMITTED AS ATTACHMENTS WITH THE BECOMING HIGH QUALITY MULTI- YEAR GRANT APPLICATION WEBFORM

- 2. Appendix II: Becoming High Quality Multi-Year Grant Application Narrative**
- 3. Appendix III: Becoming High Quality Proposed Budget Form**
- 4. Appendix IV: Funding Analysis Worksheet**
- 5. Appendix V: Elements of a High Quality Gap Analysis Form**
- 6. Appendix VI: Program Information**
- 7. Appendix VII: Teacher Credentials**
- 8. Supporting Documents of Lead Teacher Credentials**
- 9. Letter(s) of Support**
- 10. Attachment M: Completed FFATA Certification by the Subrecipient (not required for State Agencies or Component Units)**