

**EVALUATION AND ASSESSMENT SERVICES AGREEMENT
BETWEEN CLAYTON EARLY LEARNING,
TRUSTEE, GEORGE W. CLAYTON TRUST
AND POUDRE SCHOOL DISTRICT R-1**

This Evaluation and Assessment Services Agreement is entered into as of the 14th day of December 2021, by and between Poudre School District R-1, a school district organized and existing under the laws of the state of Colorado (the “District”), and Clayton Early Learning, Trustee, George W. Clayton Trust (“Contractor”), collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term and Termination of Agreement.

1.1. This Agreement shall commence on the date first set forth above and shall continue through and including March 31, 2022, unless earlier terminated as provided herein.

1.2. Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District’s obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

1.3. Notwithstanding the provisions of sections 1.1 and 1.2 above, either party may terminate this Agreement at any time in that party’s sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days’ advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

2. Deliverables and Purchase Price.

2.1. The Contractor’s responsibility under this Agreement is to provide will provide Evaluation and Quality Assessment services for the District’s Early Childhood Program, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.2. The total cost for Services, as set forth on the attached Exhibit A is Twenty-Three Thousand, Seven Hundred and Sixty Dollars and No Cents (\$23,760.00), due and payable by the District thirty (30) days after receipt of Contractor’s invoices.

2.3. At the direction authorized by the District’s Director of Early Childhood or designee, Contractor will provide at a minimum, all obligations identified in Exhibit A.

2.4. The District will provide a District School Contact at each working location. The District School Contact will be the point of contact for Services provided on-site.

All questions regarding Agreement, payments and disputes will be directed to the District's Director of Early Childhood or designee.

3. **Invoicing.** Invoices for Services provided shall be submitted to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) approval signoff from District and purchase order number. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.

3.1. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs.

4. **Materials.** All labor, licenses, materials, supplies, equipment, and all other items necessary to complete the Services shall be furnished by the Contractor (the "Materials") and shall be part of and not in addition to the Agreement price. The Contractor shall be responsible and liable for any damage or destruction to any Materials resulting from any cause other than the willful or reckless acts of the District for which it could be held liable under the Colorado Governmental Immunity Act.

5. **Primary Contractor and Subcontractors.** The Contractor shall assume all responsibility for performance of all Services in this Agreement, whether or not the Contractor uses subcontractors. Any consequences resulting from non-performance under the terms of this Agreement are the sole responsibility and liability of the Contractor. The Contractor shall be the sole point of contact with the District with regard to all matters covered by this Agreement. The District shall not initiate or maintain contact with any subcontractor unless such contact becomes necessary to mitigate the District's damage in the event the Contractor is in default or breach of any term or obligation of this Agreement.

6. **Confidential Information.**

6.1. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District's Executive Director of Communications or designee.

6.2. **Fingerprinting and Background Checks.** Prior to and as a condition of the provision of any Services under this Agreement, Contractor shall require each person providing such Services to submit to fingerprinting and a background check administered by the District at the District's expense. Contractor shall ensure that no person to whom the District objects based on the results of said fingerprinting and background check provides any Services under this Agreement. If the District objects to any Contractor based on the results of the background check, the Contractor shall not be allowed to provide Services. All information provided and all information received by the District through the Contractor background check and/or other sources, shall be considered and maintained as confidential information under the

Colorado Open Records Act and not subject to disclosure to third parties except as required by law.

6.3. **Ownership of Confidential Student Records, Information, Photography, and Developed Materials.** All confidential student records, personally identifiable student information, photography, and developed materials shall remain the exclusive property of the District with all rights, title and interest including but not limited to intellectual property rights, to the confidential student records and information, photography and developed materials, belonging to and retained solely by the District.

6.4. **Non-Disclosure of Confidential Information.** Contractor understands that while performing Services under this Agreement, it may be provided access to student records or personally identifiable information protected from disclosure to third parties and subject to the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400 et seq.), the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”) and the Colorado Open Records Act (C.R.S. §§ 24-72-201 *et seq.*). Such records and information are considered confidential and protected. Accordingly, Contractor hereby agrees that it shall keep confidential and shall not disclose any information, including but not limited to information regarding any District student, student family, student health/medical condition, student disability, student IEP and/or student accommodation, to which it gains access in connection with its provision of the Services. To the extent Contractor has access to such records and information, Contractor shall be deemed a “school official” as such term is defined under FERPA. Contractor agrees that it or its employees, volunteers and subcontractors shall not use education records or personally identifiable student information for any purpose other than in performance of this Agreement.

6.4.1. At the termination of this Agreement or earlier, if requested by the District, Contractor shall promptly return all such information, and/or shall at the request of the District destroy or delete any and all copies or duplicates of said information, whether the information is in hard copy or electronic form. If Contractor violates the terms of this section 6.4.1, Contractor agrees to indemnify, defend and hold harmless the District, and/or its employees and agents, from any and all claims, liabilities, or causes of action, including attorney fees and costs, asserted against the District and/or its employees or agents as a result of the violation. Contractor also agrees to indemnify the District, and/or its employees and agents, from the costs of complying with and/or resolving any regulatory investigation caused by the violation, including costs and attorney fees.

6.5. **Obligations and Return of Confidential Information.** The receiving parties obligation hereunder shall survive for a period of five (5) years following termination of this Agreement; provided however, any confidential obligations with respect to protected District information shall survive indefinitely to the extent required to comply with applicable law. All confidential information shall remain the sole property of the disclosing party, and all materials containing any such confidential information, including all copies made by the receiving party, shall be returned to the disclosing party or destroyed immediately upon termination or expiration of this Agreement, or upon the receiving party’s determination that it no longer has a need for such confidential information. Upon the request of the disclosing party, the receiving party shall

certify in writing that all materials containing such confidential information, including all copies thereof, have been returned to the disclosing party or have been destroyed.

6.6. **Colorado Open Records Act.** Information and materials submitted under this Agreement may be considered public records subject to disclosure under the Colorado Open Records Act, (C.R.S. §§ 24-72-200.1 to -205.5) ("CORA"). Information and materials that the Contractor believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which the Contractor believes they are confidential. The District, not the Contractor, shall determine whether information and materials so identified will be withheld as confidential, but will inform the Contractor in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

7. **Health and Safety Standards.** The Contractor shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement any applicable communicable disease protocols, which must follow guidance and orders from state and/or local public health officials and be no less strict than the District's protocols.

7.1. Contractor shall ensure all individuals providing Services under this agreement for the Contractor wear appropriate personal protective equipment as designated in this section 7.1, at all times while on District property.

7.2. If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District Location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Contractor's services, with or without prior notice.

8. **Independent Contractor.** Contractor shall provide the Services under this Agreement as an independent contractor of the District. As such, Contractor shall have the right to determine how and by whom the Services will be provided and the right to provide the Services free from the direction and control of the District, subject to and consistent with the terms and conditions of this Agreement.

8.1. Contractor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees (if any) in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees (if any) in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this Agreement.

8.2. Nothing in this Agreement shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between Contractor and the District. Contractor is not a partner, agent or representative of the District and shall not represent itself to be a partner, agent or representative of the District. The District is not a

partner, agent or representative of Contractor and shall not represent itself to be a partner, agent or representative of Contractor.

8.3. Contractor shall not attempt or purport to extend the faith and credit of the District to any third party, person or entity. Contractor acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate the District. The District shall not attempt or purport to extend the faith and credit of Contractor to any third party, person or entity. The District acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate Contractor.

9. **Certification Regarding a Worker Without Authorization.** Contractor certifies, represents, warrants and agrees that it will not knowingly employ or contract with a worker without authorization to provide services under this Agreement, and will not enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with a worker without authorization to provide services under this Agreement. Contractor also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this Agreement through Contractor's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

9.1. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed. If Contractor obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with a worker without authorization, Contractor shall notify the subcontractor and the District within three (3) days that Contractor has such actual knowledge, and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the a worker without authorization. Contractor shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Contractor participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

10. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance

shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attention: Risk Management
Email: coi@psdschools.org
2407 Laporte Ave
Ft. Collins, CO 80521

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 10 shall not reduce the indemnification liability that Contractor has assumed in section 11.

Commercial General Liability

Minimum Limits

- a. Each Occurrence Bodily Injury & Property Damage \$2,000,000
- b. General Aggregate \$3,000,000
- c. Products/Completed Operations Aggregate \$3,000,000
- d. Personal/Advertising Injury \$2,000,000
- c. Coverage must be written on an "occurrence" basis.
- d. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

Professional Liability

Minimum Limits

- a. Each Occurrence or Wrongful Act Limit \$1,000,000
- b. Aggregate Limit \$3,000,000
- c. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.
- d. Contractor must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Contractor is made.

Workers' Compensation and Employers' Liability

If Contractor is exempt under the Colorado Workers' Compensation Act, this requirement will be waived if proof a current Workers' Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation and a copy is submitted to the District.

Minimum Limits

- a. State of Colorado Statutory
- b. Employer's Liability
 - \$100,000 Each Accident
 - \$500,000 Disease – Policy Limit
 - \$100,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1.

Use of vehicles is not permitted under this agreement.

11. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement. Nothing in this section 11 or otherwise in this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Constitution or the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., as amended.

12. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.

13. **Remedies.** If Contractor fails to comply with any of the foregoing requirements at any time during or after the term of the Contract the District may, as applicable, terminate the Contract and/or disqualify Contractor from future contracts and subcontracts with the District.

14. **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1
Attn: Tracy Stibitz
2407 LaPorte Avenue
Fort Collins, CO 80521
Email: tstibitz@psdschools.org

Clayton Early Learning
Attn: Melissa Swayne
3801 Martin Luther King Boulevard
Denver, CO 80205
Email: mswayne@claytonearlylearning.org

15. **General Provisions.**

15.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

15.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

15.3. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.

15.4. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement.

15.5. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.

15.6. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

15.7. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

15.8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

15.9. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

15.10. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.

15.11. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.


15.12. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.


15.13. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

CLAYTON EARLY LEARNING,
TRUSTEE, GEORGE W. CLAYTON
TRUST

POUDRE SCHOOL DISTRICT R-1

By: 
Name: Rebecca Crowe
Title: CEO and President

By: 
R. David Montoya
Executive Director of Finance


By: 
rbenedict@psdschools.org rbenedict@psdschools.org (Jan 3, 2022 10:19 MST)
Rebecca Benedict
Director of Early Childhood

Exhibit A



SCOPE OF WORK

This scope of work describes the proposed classroom observational activities and costs of Clayton Early Learning (Clayton) to the Poudre School District Early Childhood Program (PSDECP). The scope of classroom observational services contained in this agreement shall not exceed \$23,760.00 unless written notification and approval are granted by authorized representatives of Poudre School District.

Organizational Background

Clayton Early Learning is a hub for Colorado's innovative work in early childhood development. Committed fiercely to the belief that healthy early childhood development, combined with support for the whole family, offers one of the most powerful levers for ending inequality. Clayton plays a leadership role in demonstrating what works in the early years and the positive impact that has on children and families over time. Clayton's 20-acre campus in the heart of Denver is the home of Colorado's only Educare school, a nationally recognized model supporting children from birth to age five and their families. We also impact systems change in Colorado and beyond through our research and evaluation services, professional development for teachers and leaders throughout Colorado, and policy and advocacy work. We nurture children and their families through a comprehensive approach to child and family development. We discover what works through innovation, research, and a system of continuous improvement. We advance the field by building the capacity of early childhood changemakers, developing products, and influencing policy and systems change.

Project Description

The contracted work for Poudre School District (PSD) Early Childhood Program involves scheduling, travel, conduct, and reporting for up to 47 classroom observations using the Preschool Classroom Assessment Scoring System (Pre-K CLASS®). This work will be conducted by Clayton's Quality Assessment Services and Research and Evaluation Departments from January 24, 2022 through March 31, 2022.

Communication and Meetings

As needed and upon request, PSDECP and Clayton leadership will hold phone meetings to inform project activities. Clayton internal meetings for project oversight and supervision will occur regularly. It is preferred that PSDECP provide classrooms and schools with the foreknowledge of the project, so they may be prepared for the scheduling call and the visit from Clayton staff.

Project Activities

Planning and Scheduling Observations: PSDECP will provide a list of schools, classrooms, and contact information that need observations. Each identified classroom will be scheduled individually from January 24, 2022 through March 11, 2022. Clayton will make day-before confirmation calls with each classroom to ensure the observation can be successfully conducted and confirm that the scheduled time is the same as initially reported and that there are no current cases of COVID reported in that classroom.

Clayton Assessor Travel: The assessors will drive to the specified schools and conduct onsite observations. While most classrooms are located in the Fort Collins area, three are farther out-county near the Red Feather Lakes area, requiring longer drive time.

Pre-K CLASS® Observations: The assessors will check in at the school reception at their scheduled time and will arrive at the classroom and introduce themselves to the teacher and provide a brief introduction/explanation of the observation. The assessors stay in the classroom for approximately three hours to observe quietly and unobtrusively to not disrupt classroom activities. Per CLASS® observation protocol, assessors cannot observe when the children are outside, so if an outdoor play period occurs during the observation, the assessor will wait until the class returns and resume the observation.

Pre-K CLASS® Scoring and Reporting: Assessors will score observations and classroom data will undergo quality assurance procedures to ensure accuracy. They will provide classroom-level reports to the PSDECP directly via email, or as preferred by PSDECP. All reports and project activities will be completed no later than March 31, 2022, with a completion goal of March 11, 2022.

Finalized reports will be sent regularly, at least every other week to the project coordinator for review and for program dissemination.

Budget/Invoicing

The Pre-K CLASS® observations are billed on a per-rating fee schedule of \$500.00 each for the classrooms scheduled and completed. The rate includes travel time and expense, scoring materials, personal protective equipment, and the personnel expense for all work. An extra charge of \$260.00 for the three farther mountain classrooms near Red Feather Lake Area is intended to cover additional transportation and time costs.

Up to 47 observations are planned:

\$500.00 x 47 observations = \$23,500.00

Extra travel charge = \$260.00

Total Project Expense: \$23,760.00

Clayton will provide three monthly project invoices by the 20th of the following month according to the deliverables and scope of work duties completed.

COVID Protocols

We have developed protocols to keep our staff and community safe as we conduct observations during the pandemic, the following are the protocols for all observers at Clayton:

- Clayton field staff are required to be fully vaccinated.
- Staff complete a self-health screening prior to leaving their homes for an observation. If any sign of illness is shown they must stay home.
- The day prior to the observation, assessors will call the program and complete a pre-screening checklist to ensure there have been no confirmed COVID cases in the program and classroom. If there have been confirmed cases, the observer will reschedule the observation.
- Observers will wear a face covering at all times both indoors and outdoors.
- Observers will wash hands immediately upon arrival and before departure of the classroom and throughout the observation as needed.
- If we are informed one of our staff has been potentially exposed to COVID, they are required to immediately quarantine and get tested, following CDC guidelines for when to test and how often.
- Be advised maintaining social distancing is unrealistic during observations as we need to hear and record language. Distance will be maintained whenever possible.

Mandatory Reporting

All Assessors are mandatory reporters of child abuse and neglect. When there is a suspicion of child abuse or neglect, staff will:

1. Avoid confrontation with the involved staff member.
2. Immediately stop the observation.
3. Notify the Director or the designee on-site that a call is being made to the child abuse and neglect hotline and ask him/her to go to the classroom.
4. Leave the program.

5. Report the case of abuse or neglect to the hotline number immediately witnessing the incident at 1-844-CO-4-KIDS. All information observed and discussed will be kept confidential.

Staff Qualifications

At Clayton Early Learning, ten assessors are trained and certified assessors for PreK CLASS® and will be conducting the observations for this project. Our assessors go through rigorous and continuous training and reliability checks to limit rater drift, eliminate bias, and ensure a high-quality assessment every time. Our assessors are trained in a wide variety of assessments, so we can utilize the tool or scale that best fits a project's need.

Linda Franklin, M.A., Manager, Quality Assessment Services. Linda Franklin, M.A., Manager, Quality Assessment Services. Franklin manages our team of state Environment Rating scale anchors (Quality Advancement Team) in Clayton's Quality Assessment Services Department. She improves quality across Colorado by working with Assessment Associates to effectively execute the various components of the statewide quality improvement system. In addition, Franklin oversees all external quality improvement services for Quality Assessment Services which includes observations, trainings, and coach certifications across the state of Colorado. Linda has over twelve years of experience conducting classroom assessments using a variety of tools and scales, including CLASS® and ERS. Franklin has over fifteen years of experience working as an administrator in Early Childhood programs and has worked with the Child Care Resource and Referral Network for two years. She graduated from Colorado State University with a Bachelor's degree in Mathematics, completed the Buell Early Childhood Leadership Program and earned her Master of Arts degree in Applied Leadership and Policy Studies.

Melissa Swayne, M.A., Director, Quality Assessment Services. Swayne provides departmental oversight for Clayton's Quality Assessment Services Department. She leads the teams of Quality Data, Quality Assessment and Quality Advancement Associates who conduct early childhood program ratings and inter-rater reliability for Colorado's Quality Rating and Improvement System (Colorado Shines), including implementation of the Environment Rating Scales (ERS) classroom observation tools. She has expertise in organizational management, program and classroom assessment, quality assurance, and early childhood best practices. In her former role as a Clayton Research Manager, Swayne supervised the team of state anchors who ensure the maintenance of inter-rater reliability among Colorado Shines assessors, trained across the state, and provided additional services to the community. Prior to joining Clayton, she was employed as a Rating Specialist at Qualistar Colorado where she achieved and maintained reliability in the ERS scales. She brings over seventeen years of experience in the field of early childhood including seven years of experience as an early childhood educator, teaching children ages 6 weeks to 12 years over the course of her career. Swayne earned a Master's degree in Curriculum and Instruction from the University of Phoenix in 2010 and wrote her Master's thesis on the support offered to teachers working with preschool children with special needs in private care.