

## AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**Denver**”) for itself and on behalf of the **DENVER HEAD START OFFICE** (the “Agency”, and the **OFFICE OF CHILDREN’S AFFAIRS**, and together with Denver, the “City”) and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND THE STATE OF COLORADO** (the “Contractor”); which may individually be referred to herein as a “Party” or jointly as the “Parties.”

### RECITALS

**WHEREAS**, The City and Contractor entered into an Agreement executed on June 24, 2022, (the “Agreement”) to undertake, perform, and complete all of the services set forth on *Exhibit A*, the Scope of Work, to the City’s satisfaction.

**WHEREAS**, The Parties wish to modify the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the premises and Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Effective upon execution, all references to “Exhibit B” and “Exhibit B-1” in the existing Agreement shall be amended to read “Exhibit B, Exhibit B-1, and Exhibit B-2,” as applicable. The Amended Budget marked as Exhibit B-2 attached hereto and incorporated herein by this reference.

2. Section 7. D. of the Agreement entitled “**COMPENSATION, Maximum Contract Amount**” is replaced with the following language:

“7.D. **Maximum Contract Amount.**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **THREE MILLION ONE HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED NINETY DOLLARS AND ZERO CENTS (\$3,131,790.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at

Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to federal funds received for the Head Start program, appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City."

3. Section 7. F. of the Agreement entitled "**COMPENSATION, Non-Federal Share Match**" is replaced with the following language:

"7.F. **Non-Federal Share Match.** The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor's total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **SIX HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED FIFTY-EIGHT DOLLARS AND ZERO CENTS (\$626,358.00)** as set forth in more detail in **Exhibit B, Exhibit B-1, and Exhibit B-2**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

4. Except as amended in this Amendatory Agreement, the Agreement is affirmed and ratified in each and every particular.

5. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City, and if required by Charter, approved by the City Council.

**EXHIBITS**

EXHIBIT B-2: Budget Justification

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**[SIGNATURE PAGES TO FOLLOW]**

**Contract Control Number:** MOEAI-202264769-01 LEGACY: MOEAI-202262467-01  
**Contractor Name:** SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO,

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:


\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:** MOEAI-202264769-01 LEGACY: MOEAI-202262467-01  
**Contractor Name:** SCHOOL DISTRICT NO. 1 IN THE CITY AND  
COUNTY OF DENVER AND STATE OF COLORADO,

By:  \_\_\_\_\_  
59A15DB71EE9472...

Name: Jose Paz  
(please print)

Title: DPS Head Start Delegate Director  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**Denver Public Schools**

**Head Start**

**Budget Narrative for 2022-2023**

**Supplemental Fund - COLA**



**Denver Public Schools Head Start projected Budget Narrative 2022-2023 Supplemental Fund - COLA:**

A. Personnel is comprised of the following:

- Child Health and Development Services Personnel:
  - 1 Content Area Expert - Education and Disability – a permanent COLA increase of 2.28%, in the amount of \$427 (0.25FTE) and non-federal share at \$107 for Education, plus \$428 (0.25FTE) and non-federal share at \$107 for Disabilities Services;
  - 22 Teachers - a permanent COLA increase of 2.28%, in the amount of \$18,476 (10.5 FTEs) and non-federal share at \$4,619;
  - 22 Paraprofessionals – a permanent COLA increase of 2.28%, in the amount of \$5,804 (10.5 FTEs) and non-federal share at \$1,451;
  - 3 Health Specialists – a permanent COLA increase of 2.28%, in the amount of \$1,741.50 (1.5 FTEs), plus 1 Health and Mental Health Services Supervisor – a permanent COLA increase of 2.28%, in the amount of \$832 (0.50 FTE), totaling \$2,573 (2.0FTEs) and non-federal share at \$643;
  
- Family and Community Partnerships Personnel:
  - 1 Family Services Manager - a permanent COLA increase of 2.28%, in the amount of \$781 (0.50 FTE) and non-federal share at \$195;

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- 9 Family Liaison Specialists - a permanent COLA increase of 2.28%, in the amount of \$4,568.50 (4.50 FTEs), plus 1 Family Liaisons' Team Lead - a permanent COLA increase of 2.28%, in the amount of \$615.50 (0.5 FTE), totaling \$5,184 and non-federal share at \$1,296;
- Program Design and Management Personnel:
  - 1 Head Start Director - a permanent COLA increase of 2.28%, in the amount of \$1,084 (0.50 FTEs) and non-federal share at \$271;
  - 2 Clerical Personnel - a permanent COLA increase of 2.28%, in the amount of \$670 (0.7 FTE) and non-federal share at \$168;
  - 1 Fiscal personnel - a permanent COLA increase of 2.28%, in the amount of \$722 (0.50 FTE) and non-federal share at \$181;
- Other Personnel:
  - 1 Other Personnel (Operations Coordinator - Data Support) - a permanent COLA increase of 2.28%, in the amount of \$358 (0.3 FTE) and non-federal share at \$89;

**Personnel total is \$36,507 with NFS of \$9,127, totaling \$45,634.**

B. Fringe Benefits is comprised of the following:

- Social Security, State Disability and Unemployment, Worker's Compensation, State Unemployment at the Negotiated Contract cost of \$1,733 and non-federal share at \$433;



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- Health/Dental/Life Insurance at the Negotiated Contract cost of \$2,903 and non-federal share at \$726;
- Retirement at the Negotiated Contract cost of \$1,733 and non-federal share at \$433;
- Medicare fringe at the Negotiated Contract cost of \$1,732 and non-federal share at \$433;

**Fringe Benefit total is \$8,101 with NFS of \$2,025, totaling \$10,126.**

C. Supplies is comprised of the following:

- Program materials and supplies at \$6,392 for classrooms and non-federal share at \$1,598 including but not limited to developmentally appropriate toys, books, games, etc., all for student use in the classroom.

**Supplies total is \$6,392 with NFS of \$1,598, totaling \$7,990.**

D. Total In-Kind charges are comprised of fund from the below source:

- Colorado Preschool Program (CPP) and Tuition Supported Programs (TSP) including dollars from Denver Preschool Program funds totaling \$44,607.15 used for personnel salary and benefits to provide the full day Head Start Services.

E. Indirect Costs (payable to Denver Public Schools) is comprised of the following:

- Indirect cost of 9.0% is calculated from the direct cost, totaling \$4,589 and non-federal share of \$1,147;

**Indirect Costs total is \$4,589 with NFS of \$1,147, totaling \$5,736.**

F. Totals for all budgeted categories are as follows:

- Costs for Program operations at \$55,589.
- Non-Federal Share at \$13,897.

**Total is \$55,589 with NFS of \$13,897, totaling \$69,486.**

None of the funds appropriated in this title for Head Start shall be used to pay the compensation of an individual from Denver Great Kids – Denver Public Schools Head Start, either as a direct cost or any proration as an indirect cost, at a rate in excess of Executive Level II: \$203,700.

Denver Public Schools conducts regular wage comparability study and the last wage comparability study was conducted for:

- Teachers – 2020
- Paraprofessionals – 2021
- ProTech – 2020
- DAEOP – 2020.

WARNING: “The sum of Personnel and Fringe Benefits is between 60% and 80% of the total budget.” Head Start personnel are employees of Denver Public Schools. Each personnel is a member of a different union, therefore each employee’s wages and benefits are negotiated through these bargaining groups, and it is out of the “hands” of the Early Education Department. The negotiated wages cause this line item to exceed the upper limit of 80% of the budget.