

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", and **MILE HIGH MONTESSORI EARLY LEARNING CENTERS**, a Colorado not-for-profit corporation, whose address is 1780 Marion Street, Denver, Colorado 80218 (the "Contractor") collectively "the parties".

### RECITALS:

**WHEREAS**, the City and Contractor entered into an Agreement dated June 18, 2012, to provide comprehensive Head Start services for program year 2012-2013 (the "Agreement"); and

**WHEREAS**, the City and the Contractor wish to amend the Agreement to extend its term for an additional six (6) months and increase the total amount of compensation to be paid to the Contractor under the Agreement; and

**NOW, THEREFORE**, the parties agree as follows:

1. Effective as of July 1, 2012, the work to be performed under the Agreement, as amended herein, will include the services set forth in Exhibit A-1. Also, effective as of July 1, 2012, the budget for the work to be performed under the Agreement will include the budget contained in Exhibit B-1 which includes amounts for a federally approved Cost-of-Living Adjustment (COLA) and funds for additional professional development efforts. Effective as of July 1, 2011, all references to Exhibits A and B in the existing Agreement shall be amended to read: Exhibit A-1 and Exhibit B-1, as applicable. Exhibits A-1 and B-1 are attached hereto and incorporated by reference.

2. Article 4, entitled "**TERM**", is hereby deleted and restated to read as follows:

" 4. **TERM:** The Agreement will commence on July 1, 2012, and will expire on June 30, 2013 (the "Term"). Subject to the Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.

3. Paragraph D. of Article 7, entitled "**Maximum Contract Amount**", is hereby deleted and restated to read as follows:

" **D. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Six Hundred Forty Eight Thousand Seven Hundred Eleven and 00/100 Dollars (\$1,648,711.00)** (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 and A-1, as applicable**. Any services performed beyond those in Exhibit A or A-1 are performed at Contractor's risk and without authorization under the Agreement.

4. Subparagraph F of paragraph 7 of the Agreement is amended to read as follows:

**F. Non-Federal Share Match.** The Contractor will provide its proportionate share of non-federal funds through cash or in-kind, fairly evaluated, contributions. The phrase "fairly evaluated" referenced in the preceding sentence will be interpreted in accordance with 45 C.F.R. Part 74.23 and/or 45 C.F.R. Part 92.24 as well as any other applicable federal regulations pertaining to match and cost sharing requirements for the Head Start program. Contractor's contribution under this Agreement will be Four Hundred Twelve Thousand One Hundred Seventy Seven Dollars and Seventy Five Cents (\$412,177.75) as set forth in more detail in Exhibit B and B-1, as applicable. 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 nonfederal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City 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. The City reserves the right to withhold, adjust and/or reallocate subsequent Grant funds whenever it determines that Contractor's current spending is inconsistent

with amounts and categories listed on **Exhibit B and B-1**, the purposes identified in **Exhibit A and A-1**, or if reports of nonfederal share contributions, in whole or in part, are not provided by Contractor on a timely basis.”

**5.** As herein amended, the Agreement is affirmed and ratified in each and every particular.

**6.** 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 County of Denver, and if required by Charter, approved by the City Council.

**7.** This Amendatory Amendment may be executed in counterparts, each of which is an original and constitute the same instrument.

**END**

**SIGNATURE PAGES AND EXHIBITS A-1 and B-1 FOLLOW THIS PAGE**

**Contract Control Number:**

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:

By\_\_\_\_\_

By\_\_\_\_\_

By\_\_\_\_\_



**Contract Control Number:** MOEAI-201205674-01

**Contractor Name:** MILE HIGH MONTESSORI EARLY LEARNING  
CTRS

By: Pamela Harris

Name: Pamela Harris  
(please print)

Title: President / CEO  
(please print)

**ATTEST: [if required]**

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

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

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



### Cost-of-living Adjustment (COLA)

All Head Start staff will receive a .72 percent salary increase and the remaining funds will be used for employee benefits for a total amount of \$14,569. The salary schedule for all Head Start employees will be permanently adjusted to reflect the .72 percent salary increase.

### Non-federal Share

The Non-Federal Share to be matched against the COLA funds totals \$3,665 and will include the following resources:

1. Classroom and field trip volunteering
2. Family literacy sheets
3. Translation services
4. Painting and maintenance of the facilities
5. Cleaning and maintenance of the grounds
6. Donated rent
7. Occupancy costs not paid by Head Start
8. Donated supplies, including the flowers donated by King Soopers
9. Grants used to support the Head Start program including the Rose Grant
10. Board of Directors' volunteer time to attend meetings
11. Parents and community members' time to attend policy committee meetings
12. Administrative assistance
13. Services, i.e. dental, vision screenings

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Denny Dahl, Vice – Chair Emeritus  
Emily Boyle, Vice - Chair  
Dan Leach, Vice - Chair  
Katrin Miller Rothgery, Vice - Chair  
Mary Illiman, Secretary  
Devvy Altman  
Maya Bunik, M.D., M.S.P.H.  
Paulette Fara-Schembri  
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Megan Rogers  
Anthony M. Ryan, Esq.  
Rodney D. Wicklund

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Rick O'Brien M.D.  
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Eva P. Slattery  
Martha Solis-Turner  
George Sparks  
Helen Thorpe

August 13, 2012

Al Martinez, PhD, Director  
Denver's Great Kids Head Start  
201 W Colfax Ave # 1107  
Denver, CO 80202

Dear Dr. Martinez:

Mile High Montessori Early Learning Centers is applying for \$11,800 for professional development as invited by Denver's Great Kids Head Start. These funds will be used in our agency for professional development, as it relates to the teacher credentialing requirements of the Head Start Act. They will also be used for other trainings or course work as needed.

Thank you again for your continue support of Mile High Montessori Early Learning Centers.

Sincerely,

Lolita A. Ray, Head Start Director

Cc: Lindsay Neil, Executive Director, Children's Affairs  
Pamela Harris, President & CEO, Mile High Montessori Early Learning Centers

June 15, 2012

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### Cost-of-living Adjustment (COLA)

All Head Start staff will receive a .72 percent salary increase and the remaining funds will be used for employee benefits for a total amount of \$14,569. The salary schedule for all Head Start employees will be permanently adjusted to reflect the .72 percent salary increase.

### Non-federal Share

The Non-Federal Share to be matched against the COLA funds totals \$3,665 and will include the following resources:

1. Classroom and field trip volunteering
2. Family literacy sheets
3. Translation services
4. Painting and maintenance of the facilities
5. Cleaning and maintenance of the grounds
6. Donated rent
7. Occupancy costs not paid by Head Start
8. Donated supplies, including the flowers donated by King Soopers
9. Grants used to support the Head Start program including the Rose Grant
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12. Administrative assistance
13. Services, i.e. dental, vision screenings

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Grant / Dele No: 08CH0119 / 002 Head Start Agency Name: Mile High Montessori Early Learning Centers Application Type: Supplement State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 07/01/2013

Center-based (CB):	0	Combination Program (CO):	0	Family Child Care (FCC):	0	Pregnant Women (PW):	0
Home-based (HB):	0	Locally Designed Program (LD):	0	Total Child Enrollment:	0	Total Funded Enrollment:	0

Program Option	2. Funded child enrollment	3a. Number of classes / groups / family child care settings	3b. Double session?	4. Number of hours of classes / groups / FCC settings per child, per day	5. Number of days of classes / groups / FCC settings per child, per week	6. Number of days of classes / groups / FCC settings per child, per year	7. Number of home visits per child, per year	8. Number of hours per home visit	9. Number of home visits per child, per year (HB only)	10. Number of hours per home visit (HB only)	11. Number of hours per home-based socialization experience (HB only)	12. Number of home-based socialization experiences per child, per year (HB only)

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# GABI - Grant Application Report

Grant / Delegation: 08CH0119 / 002 Head Start Agency Name: Mile High M issouri Early Learning Centers Application Type: Supplemental State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 30/2013

## PERSONNEL: Child Health and Developmental Services Personnel

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
1 Program Managers and Content Area Experts	\$1,340	\$0	\$0	7.00
2 Teachers / Infant Toddler Teachers	\$6,091	\$0	\$0	16.00
5 Teacher Aides and Other Education Personnel	\$3,422	\$0	\$3,642	18.00
6 Health / Mental Health Services Personnel	\$742	\$0	\$0	2.00
7 Disabilities Services Personnel	\$283	\$0	\$0	1.00
<b>PERSONNEL: Child Health and Developmental Services Personnel Sub-Total</b>	<b>\$11,878</b>	<b>\$0</b>	<b>\$3,642</b>	<b>44.00</b>

## PERSONNEL: Family and Community Partnerships Personnel

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
10 Program Managers and Content Area Experts	\$364	\$0	\$0	1.00
11 Family Resource Assistants	\$820	\$0	\$0	4.00
<b>PERSONNEL: Family and Community Partnerships Personnel Sub-Total</b>	<b>\$1,184</b>	<b>\$0</b>	<b>\$0</b>	<b>5.00</b>

## PERSONNEL: Program Design and Management Personnel

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
13 Head Start / Early Head Start Director	\$505	\$0	\$0	1.00
16 Clerical Personnel	\$1,002	\$0	\$0	4.00
<b>PERSONNEL: Program Design and Management Personnel Sub-Total</b>	<b>\$1,507</b>	<b>\$0</b>	<b>\$0</b>	<b>5.00</b>
<b>PERSONNEL Total</b>	<b>\$14,569</b>	<b>\$0</b>	<b>\$3,642</b>	<b>54.00</b>

## DIRECT COSTS

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
<b>DIRECT COSTS Total</b>	<b>\$14,569</b>	<b>\$0</b>	<b>\$3,642</b>	<b>54.00</b>

# GABI - Grant Application Report

Grant / Delegation #: 08CH0119 / 002 Head Start  
 Agency Name: Mile High Montessori Early Learning Centers  
 Application Type: Supplement State: CO Fiscal Year: 2012 Budget Period: 07/01/2012 to 30/2013

FEDERAL FUNDING

STATE FUNDING

LOCAL FUNDING

OTHER FUNDING

Total:

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### Professional Development Funds

Mile High Montessori Early Learning Centers (MHM) is applying for Professional Development funds in the amount of \$11,800.00. The funds would be used to support staff with BA degree completion, staff to continue pursuit of AA degree and coursework equivalent to a major, and other trainings as needed.

### Non-federal Share

The Non-Federal Share to be matched against the Professional Development funds totals \$2,950 and will include the following resources:

- Classroom and field trip volunteering
- Family literacy sheets
- Translation services
- Painting and maintenance of the facilities
- Cleaning and maintenance of the grounds
- Donated rent
- Occupancy costs not paid by Head Start
- Donated supplies, including the flowers donated by King Soopers
- Grants used to support the Head Start program including the Rose Grant
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