

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“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 **CLAYTON EARLY LEARNING, Trustee, George W. Clayton Trust**, a Colorado not-for-profit corporation (the “Contractor”), jointly “the parties.”

RECITALS

A. The Parties entered into an Agreement dated May 21, 2020, and a First Amendatory Agreement dated November 6, 2020 (collectively the “Agreement”) for the performance of certain work set forth in that Agreement and Exhibit A thereto; and

B. The Parties wish to amend the Agreement to increase the Amount.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. All references to “Exhibit A” and “Exhibit B” in the existing Agreement shall be amended to read: “Exhibit A, Exhibit A-1, and Exhibit A-2, as applicable.” The Scope of Work marked as Exhibit A-2 is attached hereto and incorporated herein by this reference.

2. Section 7.D. of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION SEVEN HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED FORTY-TWO DOLLARS AND ZERO CENTS (\$1,799,542.00)** (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, Exhibit A-1 and Exhibit A-2, as applicable**. Any services performed beyond those in **Exhibit A, Exhibit A-1 and Exhibit A-2, as applicable** are performed at Contractor’s risk and without authorization under the Agreement.”

3. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Second 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:
W. CLAYTON TRUST,

MOEAI-202056445-02 Legacy: 202054130
CLAYTON EARLY LEARNING, TRUSTEE, GEORGE

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

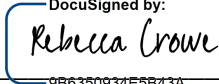
By:

By:

By:

Contract Control Number:
Contractor Name:
W. CLAYTON TRUST,

MOEAI-202056445--02 Legacy: 202054130
CLAYTON EARLY LEARNING, TRUSTEE, GEORGE

By:  _____
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Name: Rebecca Crowe
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-2 Clayton Early Learning One-time Quality Improvement and COLA/COVID

Quality Improvement

Clayton Early Learning will serve Head Start children through school, community and home-based options. Clayton Early Learning will use the \$49,338.83 in Quality Improvement funds to support with playground improvements, trauma informed care, health and nutrition services and classroom supplies and equipment.

COLA

Clayton Early Learning will use COLA funds of \$32,180 to permanently increase the Head Start pay scale and staff salaries 2%, pay expenses associated with the cost of fringe benefits. The program's salary ranges, and community contracts will be permanently increased by the 2% COLA.

Budget Narrative

Clayton Early Learning is requesting \$81,518.83 for COLA and QI funding. Clayton will provide non-federal matching funds in the amount of \$20,380 as requested in the application

Head Start Quality Improvement		
		Narrative
Playground Improvements	\$10,814	Installation of soft surfaces, shading, trees & playground equipment
Trauma Informed Care	\$10,000	Supplies, materials, training and contracts
Health & Nutrition	\$10,000	Hearing and vision screening devices, freezer
Classroom Supplies & Equipment	\$18,525	Materials, curricula, supplies, equipment and technology
Quality Improvement	\$ 49,339	
COLA	\$32,180	2% Permanent increase to staff salaries and community contracts.
Total Amount Requested	\$81,519	
Non Federal Share	\$ 20,380	In Kind Staff services, private donations and subsidies
Total Expenditures	\$ 101,899	

Exhibit A-2 Clayton Early Learning One-time Quality Improvement and COLA/COVID

Clayton Early Learning currently serves Head Start and Early Head Start children through school, community and home-based program options. Clayton Early Learning will use \$109,028 in one-time COVID-19 program improvement funds. The funds will support our Head Start and Early Head Start program options in providing services to children, families and staff while preventing the spread of COVID-19. Clayton will use funds to pay for necessary Personal Protective Equipment (PPE), supplies, technology, additional staff and support, and contracted services to deep clean and sanitize facilities. All staff will receive training and professional development on infectious disease management. Due to the guidance from Colorado Department of Public Health and Environment for people identified as higher risk for severe illness and survey results of our teaching staff, which include the need for child care of their own children, we foresee a need to hire substitute staff. Clayton will also use funds to make minor improvement to facilities.

Budget Narrative

Clayton Early Learning is requesting \$109,028 for One-time COVID-19 Program Improvement funding. Clayton will provide non-federal matching funds in the amount of \$27,257 as required in the application.

COVID-19 Program Improvement		
		Narrative
Personal Protective Equipment, Classroom Materials and Facilities Sanitation	\$26,896	Gloves, masks, thermometers, deep cleaning etc.
Teachers and Substitute Staff	\$36,132	Contractual substitutes, on-call and new teacher hires
Facilities	\$15,000	Additional Classrooms
Home Visiting/Remote Learning	\$15,000	Technology and connectivity
Community Contracts	\$16,000	
Total Amount Requested	\$109,028	
Non Federal Share	\$ 27,257	In Kind Staff services, private donations and subsidies
Total Expenditures	\$136,285	

**Exhibit A-2 Clayton Early Learning
One-time Quality Improvement and COLA/COVID**