

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 (the "City") and **CLAYTON EARLY LEARNING, TRUSTEE, GEORGE W. CLAYTON TRUST**, a Colorado not-for-profit corporation, whose address is 3801 East Martin Luther King Boulevard, Denver, Colorado 80205 (the "Contractor") collectively "the parties".

RECITALS:

A. The parties entered into an Agreement dated June 29, 2017, to provide comprehensive Head Start services for program year 2017-2018 (the "Agreement").

B. The City and the Contractor wish to amend the Agreement to modify the budget exhibits, increase the maximum contract amount, and increase the total amount of non-federal share to be provided by the Contractor.

The Parties agree as follows:

1. All references in the Agreement to Exhibit B are amended to read as Exhibits B, B-1, and B-2. Exhibits B-1 and B-2 are attached and incorporated into the Agreement by this reference. Effective as of September 1, 2017, Exhibit B-1 will replace and supersede Exhibit B and payment on and after September 1, 2017, under the Agreement will be made in accordance with Exhibit B-1. Exhibit B-2 supplements Exhibits B and B-1 and all payment for cost of living adjustments (COLA) under Exhibit B-2 are retroactive to July 1, 2017.

2. Subparagraph D. (1). of Article 7, entitled "**Maximum Contract Amount**", is amended by deleting and replacing it with the following:

" **D. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Four Hundred Fifteen Thousand Sixty-Three Dollars and Zero Cents (\$1,415,063.00)** (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."

3. Subparagraph F. of Article 7, entitled "**Non-Federal Share Match**" is amended by deleting and replacing it with the following:

"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 **Three Hundred Fifty-Three Thousand Seven Hundred Sixty-Five Dollars and Seventy-Five Cents (\$353,765.75)** 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 non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City for 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 Exhibits B and B-1, as applicable, the purposes identified in Exhibit A, or if reports of non-federal share contributions, in whole or in part, are not provided by Contractor on a timely basis."

4. This Amendatory Agreement is not 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.

5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

END

Signature pages and Exhibits B-1 and B-2 follow this page

Contract Control Number: MOEAI-201734062-01

Contractor Name: CLAYTON EARLY LEARNING, TRUSTEE,
GEORGE W. CLAYTON TRUST

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-201734062-01

Contractor Name: CLAYTON EARLY LEARNING, TRUSTEE,
GEORGE W. CLAYTON TRUST

By: Charlotte M. Brantley

Name: Charlotte M. Brantley
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





Exhibit B-1

CLAYTON EARLY LEARNING HEAD START BUDGET AND NARRATIVE

Table 5: FY 2017-18 Budget and Narrative

	HS	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Operating Revenue					
CO Child Care Assistance Program		\$ 304,000			
Parent Co-Pays		\$ 25,000			
Colorado Preschool Program/DPS Funding		\$ 329,130			
Colorado Adult & Child Food Program		\$ 45,000			
HS Federal Grant	\$ 1,435,288				Federal Base Grant Funding
HS Quality Teaching	\$ 22,300				Federal Base Grant Funding – in our intent to fund letter, DGKHS has included \$22,300 of base grant funding to continue quality teaching/staff retention efforts.
HS Training T&TA	\$ 6,885				
Reduction in Funding	\$ (49,410)				
Total Revenue	\$ 1,415,063				
Expenditures					
SALARIES AND WAGES	\$ 871,446			\$ 17,840	72 Staff. Clayton Early Learning will not use any funds appropriated through subsequent contracts for Head Start services to pay the compensation of an individual, either as a direct cost or any proration as an indirect cost, at a rate in excess of Executive Level II, which is currently set at \$185,100 and that is subject to change. The quality teaching





CLAYTON EARLY LEARNING HEAD START BUDGET AND NARRATIVE

	HS	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
					Funds will support coaching and professional development personnel.
Fringe Benefits	\$ 228,515			\$ 4,460	26% of payroll including health, dental, life, and AD&D insurance; short and long-term disability insurance; worker's compensation; federal and state unemployment; FICA; and 401(k) retirement
Out of Town Travel	\$ 4,000				Out of town travel for staff attendance at Educare network meetings; Head Start; regional and national conferences
Supplies					
Office Supplies	\$ 10,000				Office supplies; copier paper and printer cartridges; consumables; and forms
Child Services Supplies	\$ 8,705				Curricular and classroom supplies and equipment, assessments and screening tools, and books.
Food Services Supplies	\$ 1,500				Supplies offset by USDA reimbursements
Health & Safety Supplies	\$ 8,500				Toothbrushes and toothpaste; gloves; first aid, diapers and other medical supplies
Family Services Supplies	\$ 4,000				Parent meeting and event supplies including food, consumables, materials and books
Janitorial Supplies	\$ 10,000				Paper towels, bathroom and facial tissue, seat covers, cleaning supplies and laundry, hand and dishwasher soap
Maintenance Supplies	\$ 7,500				Supplies to maintain, repair and improve the facility and its contents
Other Supplies	\$				Other supplies
Contractual					





CLAYTON EARLY LEARNING HEAD START BUDGET AND NARRATIVE

	HS	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Temporary Employee Services	\$ 8,000				Temporary employees, substitutes, and other services as needed
Legal & Accounting	\$ 0				Cost of OMB A-133 Independent audit; legal services as needed
Health/Disabilities Services	\$ 17,500				Consultation services including nutrition and health through Denver Health & Hospitals and Children's Hospital; disability and mental health services through Creative Healing and Denver Children's Advocacy Center
Community Contracts	\$ 97,500				15 preschool slots at Early Success Academy
Family Child Care	\$ 100				Childcare provided to families to support participation in events and meetings
Janitorial	\$ 20,388				Contract cleaning services
Trash	\$ 3,000				Trash removal services
Security Services	\$ 6,000				Security services
Translation	\$ 500				Translation of program documents and communications for Limited English Proficiency families and translators for meetings
Payroll Services	\$ 5,000				Third party vendor services to include payroll processing, reporting, and W-2's; human resources database
Quality Ratings	\$ 0				Quality Ratings including Qualistar, NAEYC and other Quality Ratings





CLAYTON EARLY LEARNING HEAD START BUDGET AND NARRATIVE

	HS	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Field Trips & Socializations	\$ 250				Field trips
Other	\$ 0				Other consultants and contracts
Other					
Utilities	\$ 30,000				Gas and electric
Water & Sewer	\$ 4,000				Water and sewer
Building Maintenance and Repair	\$ 20,000				Maintenance and repair including carpet and window cleaning; sewer repair; commercial equipment and HVAC repairs; inspections and exterminating expenses
Grounds Maintenance	\$ 7,300				Maintenance to grounds, including lawn maintenance, snow removal, playground maintenance, other maintenance as needed
Permits & Licenses	\$ 990				Variety of business use permits and licenses
Vehicle Maintenance	\$ 1,500				Fuel, vehicle registration, repair and other transportation needs
Local Travel	\$ 10,000				Staff mileage at an internally set rate
Parent Education	\$ 500				Activities and materials to engage families; Family Resource Library equipment and materials; parent subscriptions; speakers and training fees
Publications & Subscriptions	\$ 500				Publications including professional journals; books; magazines and research literature
Printing	\$ 1,100				Parent brochures and recruitment expenses
Training & Staff Development			6,885		Training and professional development expenses – see training plan





CLAYTON EARLY LEARNING HEAD START BUDGET AND NARRATIVE

	HS	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Policy Council	\$ 4,000				Meeting and related expenses to include transportation, food and childcare
Meetings	\$ 100				Materials and supplies
Postage & Shipping	\$ 500				Postage and shipping
Membership, Dues & Fees	\$ 2,500				Web-based database systems; Mountain States Employers Council; and other professional affiliations
Catering & Refreshments	\$ 6,000				Catering and refreshments for meetings
Communication & Marketing	\$ 1,000				Communication and marketing for recruitment
CGL & Child Liability Insurance	\$ 18,660				Property, liability, umbrella, auto, sex abuse, volunteer and student accident, employee dishonesty and D&O insurance
Bank Fees & Charges	\$ 0				Fees for processing credit/debit card payments
HR Expenses	\$ 3,500				Position advertisements; physicals; criminal background check costs and other hiring expenses
Technology	\$ 21,324				Computer licenses; network and hardware/software purchases; IT support; website development and system maintenance, and copier maintenance and rental
Total Expenditures	\$ 1,385,878		\$ 6,885	\$ 22,300	
T&TA Training	\$ 6,885				





CLAYTON EARLY LEARNING HEAD START BUDGET AND NARRATIVE

	HS	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Quality Teaching	\$ 22,300				
Total Expense	\$ 1,415,063				
Non-Federal Share					
Depreciation	\$ 85,000				32,800 square feet of classroom, office and storage space divided appropriately between EHS and HS
Colorado Preschool Program, Mill Levy, ECARES, CCAP	\$ 268,766				Allocation of slots for children three to five.
Total Non-Federal Share	\$ 353,766				
% Non-Federal Share	25 %				
Total Program Budget	\$ 1,812,589				



CLAYTON EARLY LEARNING
HEAD START DELEGATE 08CH1119-001
Head Start Funding Increase FY 2017-18 Application and Budget Narrative

Clayton Early Learning requests supplemental funds in the amount of \$14,402 to be used in accordance with Program Instruction ACF PI-HS-17-02 as follows:

Cost of Living (COLA) Adjustment \$ 14,402

Clayton Early Learning requests \$14,402 to permanently increase staff salaries 1.0% and to pay expenses associated with the cost of fringe benefits. The program will remain in full compliance with the HHS appropriations bill provision (Section 205) that requires that "none of the funds appropriated in this title for Head Start shall be used to pay the compensation of an individual, either as a direct cost or any proration as an indirect cost, at a rate in excess of Executive Level II" and that prohibits Head Start salaries "in excess of the average rate of compensation paid in the area where the program is carried out to a substantial number of persons providing substantially comparable service, or in excess of the average rate of compensation paid to a substantial number of persons providing substantially comparable services in the area of the person's preceding employment, whichever is higher." The program's salary ranges will be permanently increased by the 1.0% COLA increase.

Non-Federal Share \$ 3,600

Clayton Early Learning will meet the non-federal share through funding received from the Denver Preschool Program.

Total Funding \$18,002

