

FOURTH AMENDATORY AGREEMENT

THIS FOURTH 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 **THE LEARNING SOURCE**, a Colorado not-for-profit corporation, with an address of 455 South Pierce St., Lakewood, CO 80226 (the “Consultant”) collectively (the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated March 3, 2009, and amended the Agreement on January 26, 2010, July 6, 2010, and December 21, 2010, relating to adult education/GED classes and to provide support services for misdemeanor inmates transitioning into the community (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to update the services to be performed, extend the term, increase the compensation to the Consultant and update other contract language as follows; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to “...Exhibit A, A-1, A-2 and A-3...” in the existing Agreement shall be amended to read: “...Exhibit A, A-1, A-2, A-3 and A-4, as applicable...”. The Scope of Work and Budget marked as Exhibit A-4 are attached and incorporated by reference.

2. Article 2.a. of the Agreement entitled “**SERVICES TO BE PERFORMED**” is hereby amended to read as follows:

“**2. SERVICES TO BE PERFORMED:**

a. As the Manager generally directs, the Consultant shall diligently undertake, perform, and complete all of the services set forth on attached **Exhibit A-4** (the “Scope of Work” or “SOW”), to the City’s satisfaction.”

3. Article 3 of the Agreement entitled “**TERM**” is hereby amended to read as follows:

“**3. TERM:** The Agreement will commence on January 1, 2009 and will expire on December 31, 2016 (the “Term”). Subject to the Manager’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is complete or earlier terminated by the Manager.”

4. That Article 4.a. and 4.d.(1). of the Agreement entitled “**Fee**” and “**Maximum Contract Amount**” are hereby amended to read as follows:

“a. **Fee:** The Consultant’s sole compensation for its services rendered and costs incurred under the Agreement is **Five Hundred Ninety Two Thousand Two Hundred Seventy Two Dollars and Eight Cents (\$592,272.08)** and shall be paid in monthly installments based upon invoices provided to the City.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **Five Hundred Ninety Two Thousand Two Hundred Seventy Two Dollars and Eight Cents (\$592,272.08)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed beyond those set forth therein are performed at Consultant’s risk and without authorization under the Agreement.”

5. A new paragraph numbered 34 is hereby added to the Agreement reading as follows:

34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

6. This Fourth Amendatory Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

7. Except as herein amended, this Fourth Amendatory Agreement affirmed and ratified in each and every particular.

EXHIBIT LIST:

EXHIBIT A-4 – SCOPE OF WORK AND BUDGET

EXHIBIT A-4
SCOPE OF WORK AND BUDGET

Scope of Work

1. The Learning Source (vendor) will provide the following classes at the Denver County Jail:

Building	Class Hours	Class Days
19	6:30pm - 8:30pm	Tuesday & Thursday
21	6:30pm - 8:30pm	Tuesday & Thursday
22	6:30pm - 8:30pm	Tuesday & Thursday
4 (Juveniles)	5:00pm - 6:30pm	Tuesday & Thursday

2. The Learning Source (vendor) will provide the following classes at the Downtown Detention Center:

Floor	Class Hours	Class Days	Location
3rd	11:30am - 1:30pm	Tuesday & Thursday	3F Activity Rm
4th	1:45pm - 3:45pm	Tuesday & Thursday	4F Activity Rm
5th	2:30pm - 4:30pm	Wednesday & Friday	5D Activity Rm

3. When students enter the program, their reading, writing and math levels are assessed using the Test of Adult Basic Education (TABE). An individual instructional plan is then established for each student utilizing textbooks and materials appropriate for the skill level of the student in each of the subject areas. Instruction for each student is then self-paced and individualized. Students working in the adult basic education/GED classroom are normally working in different subjects and texts depending upon their needs. Curriculum used by The Learning Source meets the standards of the Colorado Department of Education and prepares students in the five subject areas for the high school equivalency test. Once it is determined that a student's skills have progressed enough for GED testing, they are given Practice GED Tests in the classroom. After satisfactory performance on the practice tests, students are referred to on-site GED testing.
4. Each of the classes has one paid instructor who may be assisted by one or more volunteers who are recruited and trained by The Learning Source. The instructor and volunteers then work either individually with students or in small groups of students who are at approximately the same skill level.
5. Upon release from the Denver County Jail, all enrolled students are eligible to attend one of our community ABE/GED programs at no cost. If they took and passed at least one of the five GED tests while enrolled in our program at the jail, they may finish the rest of the tests for free at our Belmar Official GED Testing Center.
6. The testing period will be done once a month (12 times per year).

Denver Sheriff

Denver County Jail GED Program

2012

Position	Rate	hrs/wk	wks/yr	Total	Billed to DCJ
Lead Teacher - Work Release	\$18.00	6	50	\$5,400	\$5,400
Lead Teacher - Females	\$18.00	6	50	\$5,400	\$5,400
Lead Teacher - Bldg. 22	\$18.00	6	50	\$5,400	\$5,400
Lead Teacher - Juveniles	\$18.00	4	50	\$3,600	\$3,600

Van Cise - Simonet Detention Center Program

Position	Rate	hrs/wk	wks/yr	Total	Billed to DCJ
Lead Teacher - 4th Floor	\$18.00	7	50	\$6,300	\$6,300
Lead Teacher - 3rd Floor	\$18.00	7	50	\$6,300	\$6,300
Lead Teacher - 5th Floor	\$18.00	7	50	\$6,300	\$6,300

\$38,700 **\$38,700**

Total Salaries:	Benefits/Taxes	\$5,031	\$5,031
	Program Director @ 5.5 hrs/wk	\$6,050	\$5,667
	Data Collection and Reporting	\$4,800	\$2,800
	Instructional Materials/Supplies	\$10,000	\$5,000
	GED Testing 12 times a year	\$9,936	\$9,936
	Volunteer Recruitment and training @\$100/volunteer	\$1,500	
	Admin @ 15%	\$11,403	\$7,526
	Post Release Support -- GED Classes -- free to any student from DCJ	\$3,500	
	Post Release Support -- GED Testing -- free to any tester from DCJ	\$2,250	

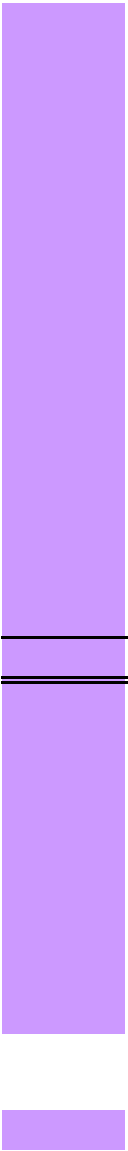
\$93,170

\$74,660

The Learning Source anticipates a 3% annual increase in costs for 2013, 2014, 2015 and 2016.

Year	Increase anticipated	Toatal
2012	1*74,660	\$ 74,660.00
2013	1.03*74,660	\$ 76,899.80
2014	1.03*76,900	\$ 79,206.79
2015	1.03*79,207	\$ 81,583.00
2016	1.03*81,583	\$ 84,030.49
Total contract cost		\$ 396,380.08

2012
Absorbed by
Learning Source



383
2000
5000
\$1,500
\$3,877
\$3,500
\$2,250

	\$18,510
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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: SHERF-CE91128-03

Contractor Name: THE LEARNING SOURCE

By: Susan A. Lythgoe

Name: Susan A. Lythgoe
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

