

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, hereinafter referred to as the “City”, and **CLAYTON FAMILY FUTURES, dba, CLAYTON EDUCARE**, a Colorado not-for-profit corporation, whose address is 3801 East Martin Luther King, Denver, Colorado 80205 (the “Contractor”) collectively “the parties”.

RECITALS:

WHEREAS, the City and Contractor entered into an Agreement dated July 20, 2011, to provide comprehensive Head Start services for program year 2011-2012 as amended by an Amendatory Agreement dated March 7, 2012 (together, the “Agreement”); and

WHEREAS, the City and the Contractor wish to increase the services to be provided, increase the total amount of compensation to be paid to the Contractor for the additional services, and increase the total amount of nonfederal match requirement to be provided by the Contractor under the Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Effective as of January 1, 2012, the work to be performed under the Agreement, as amended herein, will include the services set forth in Exhibit A-2 a copy of which is attached hereto and incorporated herein by this reference. All references to “...Exhibit A...” in the existing Agreement shall be amended to read: “...Exhibit A, A-1, and A-2, as applicable...”. The scope of services marked as Exhibit A-2 attached to this Second Amendatory Agreement is incorporated herein by reference.

2. Effective as of January 1, 2012, the budget for the work to be performed in accordance with Exhibit A-2 will be the budget set forth in Exhibit B-2. Any references to “...Exhibit B...” in the Agreement shall be amended to read “...Exhibit B, B-1, and Exhibit B-2...” as applicable. The budget contained in Exhibit B-2 attached to this Second Amendatory Agreement is incorporated herein by reference.

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 Three Hundred Twenty Seven Thousand Seven Hundred Twenty Four and 00/100 Dollars (\$1,327,724.00)** (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 **Exhibits A , A-1 or A-2, as appropriate**. Any services performed beyond those in Exhibit A, A-1, or A-2, as appropriate, 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 **Three Hundred Thirty One Thousand Nine Hundred Thirty One Dollars and Zero Cents (\$331,931.00)** as set forth in more detail in Exhibits B, 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 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 **Exhibits B, B-1, and B-2**, the purposes identified in **Exhibits A, A-1, or A-2**, 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 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.

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

END

SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE:

Exhibit A-2

Exhibit B-2

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-201101360-02

Contractor Name: CLAYTON FAMILY FUTURES

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)





December 21, 2011

Dr. Martinez
Denver's Great Kids Head Start Director
201 West Colfax
Department 1101
Denver, CO 80202

Dear Dr. Martinez:

Per your request, this letter outlines our recommendation for a scope of work, including objectives, procedures, identification of responsibilities, deliverables and estimated fees.

OBJECTIVE

Support Denver's Great Kids Head Start (DGKHS) and Delegate Agencies (delegates) with professional development services.

SCOPE OF SERVICES

1. Data Tracking
 - A. Collaborate with the Director/Education Administrator to leverage DGKHS's current data systems to track staff education and professional development. Strive to implement mechanisms that are user friendly and that ensure for regular and accurate reporting across the grantee.
2. Teacher Qualifications
 - A. Work with the Education Administrator and delegates to develop a consistent expectation around minimum qualifications well as articulate benchmarks for individual delegates and the grantee based on mandatory requirements.
 - B. Work with the Education Team to develop an implementation plan based on this articulation that supports all delegates.
 - C. Provide direct support for delegate agencies relative to advising on credentialing. The priority for this work will be moving teachers to credentials based on minimum qualifications outlined in 2.A..
 - D. Work with the Community College of Denver (CCD) to ensure that support for degree seeking staff is adequate and meets the needs of the delegate agencies. Serve as a liaison to the Education Administrator and CCD for issues that may surface.

YOUR RESPONSIBILITIES

This project demands involvement by your administrative personnel and Community College of Denver. Ultimate success is highly dependent on their efforts. To help achieve a smooth and successful implementation, it will be your responsibility to:

1. Make available Grantee Administrators as needed.
2. Provide clerical support and office supplies to the process as needed.
3. Convene grantee-wide meetings as indicated.
4. Share current data tracking systems and accurate data.
5. Provide financial support to professional development activities outside the scope of services, such as tuition and fees.
6. Engage the Community College of Denver as necessary to ensure successful collaboration.

DELIVERABLES

1. Quarterly status report on where the grantee is in regard to teacher credentials and degrees.
2. Action plan for implementation of grantee-wide expectations relative to minimum teacher qualifications. Action plan completion March 2012 with quarterly updates.
3. A system for ongoing monitoring of teacher credentials. Completed March 2012.
4. Progress toward resolving issues with CCD. Monthly updates will be provided.

PROFESSIONAL FEES

Fees for this project are \$2,750 in 6 equal payments beginning January 1 and ending June 30, 2012. Fees cover up to 16 hours per week of consultation time.

IN-KIND

Clayton Educare will provide an In-kind match of 25%.

CLOSING

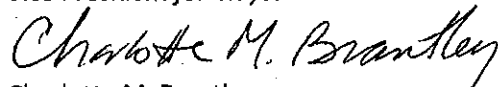
Thanks for the opportunity to participate in this essential work. We look forward to the clarity and guidance it will provide both Denver's Great Kids Head Start and the Delegate Agencies.

Sincerely,



Cathy McCarty

Vice President for Clayton Educare



Charlotte M. Brantley

President & CEO