

FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND THE STATE OF COLOARDO** (the “School District”), jointly the “Parties.”

RECITALS

A. The City and Contractor entered into an Agreement executed on January 8, 2018; amended by an Amendatory Agreement dated April 10, 2018; amended by a Second Amendatory Agreement dated December 5, 2018; amended by a Third Amendatory Agreement dated June 21, 2019; and amended by a Fourth Amendatory Agreement dated November 25, 2019 (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 add to the scope of work and increase compensation to the School District.

NOW, THEREFORE, the Parties hereby agree as follows:

1. All references to “Exhibit A” in the existing Agreement shall be amended to read: “Exhibit A, Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5, as applicable.” The Scope of Work marked as Exhibit A-5 is attached hereto and incorporated herein by this reference.

2. Section 4(a) of the Agreement entitled “**FEE**” is amended to read as follows:

“**a.** **Fee:** The City shall pay and the School District shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **SIX HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED TWENTY-ONE DOLLARS AND FORTY-TWO CENTS (\$699,421.42)** for fees. Amounts billed may not exceed the rates set forth in **Exhibit A, Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5**, as applicable.”

3. Section 4(d)(1) of the Agreement entitled “**MAXIMUM CONTRACT AMOUNT**” is amended 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 **SIX HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED TWENTY-ONE DOLLARS AND FORTY-TWO CENTS (\$699,421.42)** (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 the School District beyond that specifically described in in **Exhibit A, Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5**. Any services performed beyond those in

Exhibit A, Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5 are performed at the School District's risk and without authorization under the Agreement.”

4. Except as amended in this Fifth Amendatory Agreement, the Agreement is affirmed and ratified in each and every particular.

5. This Fifth 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.

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[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: MOEAI-202056382-5 Legacy: 201739174
Contractor Name: SCHOOL DISTRICT NO. 1

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:

MOEAI-202056382-5 Legacy: 201739174
SCHOOL DISTRICT NO. 1

By: _____
DocuSigned by:
Heather Intres
18441D54090F415...

Name: Heather Intres
(please print)

Title: Exec. Director, Extended Learning
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-5

SOCIAL EMOTIONAL AND ACADEMIC LEARNING GRANT

SCOPE OF WORK

October 5, 2020

OVERVIEW- RQ-00007762 (AMENDMENT 5)

Contractor Info	
Organization:	DPS Extended Learning and Community Schools (ELCS)
Contact Person:	Heather Intres, Director
Phone:	720.423.1799
Email:	Heather_intres@dpsk12.org
School Sites:	Phase I: Trevista, Cowell, Newlon; Phase II: Munroe, Colfax,

Contract Term: No Change: (9/1/17 – 8/31/21)

Contract Amount:

Years 1 – 3: \$485,998

ADD for Year 4: \$213,423.42 (\$195,000 for Year 4 and \$18,423.42 for Summer at Trevista)

New Contract Total: \$699,421.42

Payment Schedule

Please Mark One:
<input checked="" type="checkbox"/> Monthly
<input type="checkbox"/> By Semester
<input type="checkbox"/> Other – After Program Ends

Please Note: Billing must occur monthly, final bills for 2020 must be submitted by January 20, 2021. Final bills for 2021, must be submitted by 9/30/21.

EXHIBIT A-5

SEAL Grant Expectations:

The SEAL Initiative, funded by the Wallace Foundation, is entering its fourth (and final) year. The focus of the final year is “robust implementation.” We recognize these are unprecedented times and want to be flexible to meet the needs of the organizations and communities as well as make every effort to push this work forward in its final year. Expectations as a SEAL grantee fall in five categories: climate and culture, explicit instruction, integration, partnership and miscellaneous.

Climate and Culture

- **All site staff (site lead and direct service staff) will** attend (virtually or in-person) monthly SEAL professional learning communities (PLC), as well as any additional SEAL meetings/events (including site-based SEAL leadership team meetings) at least **90%** of the time
- ALL site (including new staff as they are hired) staff (site leads, direct service staff, and multisite managers) will participate and complete the Ignite and Expand training series created in partnership with StandUP
- Participate in other professional learning opportunities that support SEAL implementation with day-school staff
- Co-create a site-level professional learning and implementation (coaching) plan with designated SEAL Coach
- Staff will support and participate as requested in the SEAL walkthrough tool events (as possible)
- Strongly encourage enrichment providers to attend Ignite and Expand Workshops
- Model and implement Signature Practices (Welcoming Ritual/Engaging Practices/Optimistic Closure) at all meetings and events
- Support enrichment providers in implementing Signature Practices and SEAL integration strategies
- *Create opportunities for engaging SEAL practices while supporting remote learning (e.g. during brain breaks, sending home activities at lunch, etc.)*

Explicit Instruction

- *Explicitly teach SEAL skills using activities/lessons created by the SEAL Coaches and or Second Step OST Toolkit a *minimum* of **2x/week**
- Utilize SEAL Coach to support in facilitating SEAL activities/lessons (e.g. modeling lessons with youth, planning lessons in schedule, etc.)
- Provide explicit SEAL instruction in summer programming (if applicable)

**We recognize we are in an unprecedented time and traditional programming currently looks different. Please work with SEAL Coach/Manager to determine how/when explicit instruction is possible in your program*

Integration

- Utilize SEAL Coaching to support with planning, SEAL integration, engaging SEAL enrichment providers
- Model the **SEAL Signature Practices (Welcoming Ritual, Engaging Practices and Optimistic Closure)** in meetings, trainings, with coworkers and program participants (site and organizational level)

EXHIBIT A-5

- Leverage SEAL Coach in identifying SEAL integration opportunities throughout programming
- Work with SEAL Coach to create integration plan for SEAL in summer programming (if applicable)

Partnership

- Site teams will work closely with selected enrichment partners (see above regarding training expectations) to support the integration of SEAL into the content-specific programming, this may include modeling the Signature Practices in a session, supporting the integration of SEAL in lesson plans, etc.
- OST staff will attend day school trainings (in-person and virtually) throughout the year (when availability permits)
- Site Lead will meet regularly with dayschool SEAL leadership to implement the co-developed Year 3 site-level SEAL plan
- OST staff will attend site-based SEAL Leadership meetings, attend SEAL Leadership PLCs, etc.
- OST Lead will participate in dayschool walkthroughs and invite dayschool staff/leadership into their program space to do the same (as possible)

Miscellaneous

- **Participate in *More and Better* opportunities for organizational and leadership development with StandUP**
 - Organizational leadership will engage with SEAL team with the support of StandUP in learning and planning for sustainability to meet the needs and priorities of the organization
 - Multisite Managers and Site Leads participate in *Leading through Change* series with StandUP
 - Organizations will participate in a final exit interview process to gather learnings from the initiative and inform how DAA can support organizations moving forward
- ***Integrate SEAL practices throughout ALL summer programming**
- Site(s) will submit all required attendance records when requested
- **100%** of staff will complete required surveys and interviews requested by the RAND corporation (to the extent possible)
- Site(s) will participate in the Social Emotional Learning Program Quality Assessment (SELPQA) and/or the PIRL (virtual) quality improvement process
- Complete all required assessment tools (e.g. DESSA, SAYO, etc.) with integrity, fidelity and within the requested time frame (tools will be determined based on the current pandemic situation)
- Create a plan to onboard all staff and enrichment providers in the SEAL work, in addition to ensuring they complete Ignite and Expand trainings
- Leverage opportunities for youth leadership as it relates to SEAL
- Family Engagement: work with SEAL Coach and dayschool staff to create a plan for engaging and communicating about SEAL
- Attend and participate in national conferences and meetings as requested
- Utilize SEAL Coach's support on resource and budget planning as needed
- Support SEAL requests as they come up through the year

EXHIBIT A-5

**There will not be separate funding for summer. The total funding awarded will include the organization's effort to run programming at SEAL sites if possible as well as infuse the SEAL work into all summer program offerings*

Program Description

Please provide a description of any special SEAL modifications that your organization is making as it relates the pandemic environment (e.g. virtual programming, restrictions on programming/staff, etc.) that could impact fulfilling the scope above as well as any additional supports you will need from the SEAL team.

Budget

The SEAL team is not designating the typical spending categories for spending Year 3 funds. The team is confident that each organization will allocate the funds in a way that best supports the scope of work outlined above in an equitable manner. Each organization will be receiving \$65,000 for Year 4. Sites must have access to SEAL funds that will support the implementation of SEAL activities on-site, this includes, but is not limited to:

- Staffing
- Enrichment providers
- Materials and supplies to support SEAL activities
- Family Engagement
- Youth special events
- Training opportunities
- Field trips
- Other program needs that support SEAL implementation

Each organization is unique, and the SEAL team is committed to supporting what sites and organizations need to create emotionally intelligent sites and organizations.

Budget/Budget Narrative Administrative Costs for Participation in SEAL Initiative:

Program Budget/Budget Narrative: Year 4 and Summer at Trevista

Staff Support for Participation in the SEAL Initiative – attendance at SEAL meetings, PLCs, etc.	\$122,169
<p>Narrative: Each Program Supervisor is responsible for the oversight of programming design, Program quality, staffing, planning and licensing regulations. Program Supervisors collaborate with school leaders to align programming goals to those of the regular school day. Staffing costs include salary + benefits (currently 20.9%)</p> <p>Staffing costs for partial salary of 3 full-time Program Supervisors. **Staffing calculations are based on average salary of a Program Supervisor and may vary by individual. Cowell: .1 FTE of Program Supervisor = \$12,000 Newlon: .6 FTE of Program Supervisor = \$37,000 Trevista: .5 FTE of Program Supervisor = \$26,000</p>	

EXHIBIT A-5

TOTAL = 75,000

Each Program Leader is responsible for supervision of small groups during licensed programming. Additionally, program leaders write daily lesson plans, comply with licensing regulations and attend a variety of professional development. Staffing costs based on average hourly rate for part-time salaries (including benefits) (Program leaders) - each site averages 4-6 hourly staff per day. Includes direct programming hours as well as staff attending professional development, meetings, etc.

5 staff members per site/20 hours per month/9 months (15 employees @\$5241/month x9mos)= 47,169

Support for Direct Program Services (includes sub-contracts)	\$49,500
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Narrative –

One Field Trip per site will be planned for the spring semester pending the pandemic and health and safety of communities (includes buses and entrance fee costs for one field trip per site) \$12,000 bussing, \$6,000 field trips

Content-specific community partners (enrichments) will be dependent upon pandemic health and safety levels. Community partners are projected to be used in the new year beginning in January 2021. \$31,500

Enrichment programming at each SEAL site runs on trimesters, approx. 8-10 weeks per cycle, 4-5 classes per week/per site. Most enrichment classes will serve 20-25 students and are open to all ages in the school community (not limited to currently enrolled DL students). Funding will be split approximately evenly across all three sites.

*Contingency plan is in place for Content-specific partners and enrichment programming if virtual learning continues throughout the spring/summer.

OST Development of Supplemental Materials	\$21,000
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Narrative –

General supplies for programming \$15,000 – supply costs to be divided approximately equal across all 3 sites.

Supplemental curriculum and resources will be purchased to support remote/virtual learning. This cost will be split across all three sites \$6,000

Discretionary Funds for Integration/Climate and Culture, and Explicit Instruction/Other	\$2,331
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Narrative – 1 SEAL Family Nights per site = \$1,081

Morning Meetings @Cowell = \$250

Lead OST organizations that are also at Phase II sites - add \$1,000/Phase II site (these funds are to support the coordination for participation in site visits/interviews. 100% participation is required in RAND staff surveys)

Narrative – (list schools)

Munroe \$500

EXHIBIT A-5

Colfax \$500	
Summer at Trevista	\$18,423.42
Narrative – summer program services at Trevista	
Grand Total	\$213,423.42

Grant Requirements – Data Tracking/Reports/Surveys

- For each site, programs must electronically track individual attendance for unduplicated students by DPS student ID including how many days the youth attend over the course of the program. Organizations must record student's DPS student ID, first name, last name, and date of birth in their tracking system. If a DPS student ID is not available for a youth, a unique identifier may be assigned instead. Each program site must also track the overall number hours, days, and weeks the program is offered.

Grant Requirements – Office of Children's Affairs

- Grantee staff may be required to meet with an Office of Children's Affairs representative to debrief, share lessons learned about grant process, programming impact, etc.
- Grantees will be required to host one site visit for Office of Children's Affairs staff each year.
- Grantees are expected to display signage and/or online banners noting that the program receives funding from the Office of Children's Affairs. The City will provide electronic files that can be printed and/or displayed on websites and other materials.
- All modifications to the services and/or budget that exceeds 5% in change or more to any line item must be preapproved in writing by the Office of Children's Affairs