

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 **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND THE STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 1860 Lincoln Street, Denver, Colorado 80203 (the “Contractor”) collectively “the parties”.

RECITALS:

A. The parties entered into an Agreement dated June 26, 2018, to provide comprehensive Head Start services for program year 2018-2019 (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 and B-1. Exhibit B-1 is attached and incorporated into the Agreement by this reference. Effective as of July 1, 2018, Exhibit B-1 supplements Exhibit B to provide additional funds for federally-funded cost of living adjustments (COLA). All payments under Exhibit B-1 are retroactive to July 1, 2018.

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 Nine Hundred Forty-Seven Thousand Four Hundred Fifty-Five Dollars and Zero Cents (\$1,947,455.00)** (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 **Four Hundred Eighty-Six Thousand Eight Hundred Sixty-Four Dollars and Zero Cents (\$486,864.00)** as set forth in more detail in Exhibits 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 Exhibit B-1 follow this page

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-201840635-01

Contractor Name: SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND THE STATE OF COLORADO

By: Priscilla M. Hopkins

Name: Priscilla M. Hopkins
(please print)

Title: Instructional Superintendent/Director
(please print)

ATTEST: [if required]

By: [Signature]

Name: Jose C. Paz
(please print)

Title: DPS Head Start Director
(please print)



Exhibit B-1

Budget Narrative for Supplemental Budget – COLA 2018:

A. Personnel is comprised of the following:

- Child Health and Development Services Personnel:
 - 1 Education Coordinator at the Negotiated Contract cost of a COLA increase of 2.6% \$1,148 (0.6 FTE) including extra pay of \$87 totaling \$1,235 and non-federal share at \$309;
 - 19 Teachers at the Negotiated Contract cost of a COLA increase of 2.6% \$13,712 (9.0 FTEs) including extra pay of \$134 totaling \$13,846 and non-federal share at \$3,466;
 - 19 Paraprofessionals at the Negotiated Contract cost of a COLA increase of 2.6% totaling \$5,209 (9.0 FTEs) and non-federal share at \$1,299;
 - 2 Health Specialists at the Negotiated Contract cost of a COLA increase of 2.6% totaling \$1,996 (1.2 FTEs) and non-federal share at \$499; and
 - 1 Disabilities Coordinator at the Negotiated Contract cost of a COLA increase of 2.6% totaling \$955 (.60 FTE) and non-federal share at \$239.
 - 19 Teacher Substitutes at the Negotiated Contract cost of a COLA increase of 2.6% totaling \$412 and non-federal share at \$103.
- Family and Community Partnerships Personnel:
 - 1 FLS Supervisor at the Negotiated Contract cost of a COLA increase of 2.6% totaling \$1,158 (.60 FTE) and non-federal share at \$290; and

- 7 Family Liaison Specialists at the Negotiated Contract cost of a COLA increase of 2.6 % totaling \$4,534 (4.2 FTEs) and non-federal share at \$1,133.
- Program Design and Management Personnel:
 - 1 Office Support Staff at a cost of a COLA increase of 2.6% totaling \$64 (.10 FTE) and non-federal share at \$16; and
 - 1 Accountant at a cost of a COLA increase of 2.6% totaling \$284 (.20 FTE) and non-federal share at \$71.
- Other Personnel:
 - 1 Other Personnel (Data Support) at a cost of a COLA increase of 2.6% totaling \$579 (.50 FTE) and non-federal share at \$145.

B. Fringe Benefits are comprised of the following:

- Social Security, State Disability and Unemployment, Worker's Compensation, State Unemployment at the Negotiated Contract cost of \$1,229 and non-federal share at \$307;
- Health/Dental/Life Insurance at the Negotiated Contract cost of \$2,059 and non-federal share at \$515;
- Retirement at the Negotiated Contract cost of \$1,229 and non-federal share at \$307; and
- Medicare fringe at the Negotiated Contract cost of \$1,229 and non-federal share at \$307.

C. Contractual is compromised of the following:

- The Colorado Network services at \$2,064. We contract for mentoring and translation services for the 2018-2019 academic year. Non-federal share at \$516.

D. Other is comprised of the following:

- Local travel (including but not limited to monthly bus passes, RTD ride ticket books and mileage) is projected at \$4,704 and non-federal share of \$1,176 for parents use (for example, homeless families to transport their children to and from school) as determined by the FLS Supervisor. See 45 CFR 1310.10(a).
- Parent Policy Committee budget of \$2,500 (including but not limited for supplies, travel and conferences) and non-federal share at \$625; and
- Training and Technical Assistance (including but not limited to tuition reimbursement and conferences and training) PA 20 of \$3,098 and non-federal share of \$775.

E. Indirect Costs (payable to Denver Public Schools) is comprised of the following:

- \$3,767 and non-federal share of \$939.

F. Total In-Kind charges are comprised of funds from the following source:

- Colorado Preschool Program (CPP) and Tuition Supported Programs (TSP) including dollars from Denver Preschool Program funds totaling \$13,037 used for classroom supplies and personnel salary and benefits to provide the full day Head Start Services.

G. Totals for all budgeted categories is as follows:

- Costs for Program operations at \$49,053 and an additional amount of \$3,098 in PA 20 funding totaling \$52,151; and
- Non-Federal Share at \$13,037.

None of the funds appropriated in this title for Head Start shall be used to pay the compensation of an individual from Denver Great Kids – Denver Public Schools Head Start, either as a direct cost or any proration as an indirect cost, at a rate in excess of Executive Level II: \$187,000.