

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 **VOLUNTEERS OF AMERICA COLORADO BRANCH**, 2660 Larimer Street, Denver, Colorado 80205 (the “Contractor”) collectively “the parties”.

RECITALS:

A. The parties entered into an Agreement dated June 12, 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 **Five Hundred Eighteen Thousand One Hundred Sixty-One Dollars and Zero Cents (\$518,161.00)** (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 **One Hundred Twenty-Nine Thousand Five Hundred Forty Dollars and Zero Cents (\$129,540.00)** 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-201840640-01

Contractor Name: VOLUNTEERS OF AMERICA COLORADO
BRANCH

By: Dianna L. Kunz

Name: Dianna L. Kunz
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit B-1

Program Narrative – Volunteers of America Head Start – Request for 2.6% COLA increase

Volunteers of America (VOA) Head Start Program will serve 80 children and promote the school readiness of young children from low-income families, while supporting the cognitive, social, and emotional development of children ages 3-5. VOA Head Start will provide all services in one Colorado Shines-rated facility with five classrooms. All five classrooms will provide 6.5 hours of classroom programming. It is in the interest of the community in the City and County of Denver to close school achievement gaps, mitigate the impacts of poverty, and help children be fully prepared to enter kindergarten ready to learn. VOA Head Start is a committed partner in this effort.

As mentioned in our Self-Assessment in the 2018 Grant Application for funding, an area of continued need to improve upon is staff retention. This has been a major focus for VOA Head Start for the past few years. Here is what we have done since the 2016 -2017 school year:

The 2016 - 2017 School Year - COLA by Head Start - 1.8% = \$8642.00 which includes match

VOA increased HS base salaries for any new employee by 1.8% and increased current employee salaries by 3%. This 3% increase for current employees helps with retaining staff since employees know that they will receive a higher increase if they continue to stay with VOA Head Start. Also, due to the need for a new Director of Early Childhood Education Programs, VOA Head Start studied what other Head Start programs were offering their Directors and found that VOA Head Start was drastically under paying and not competitive - affecting the effort to find highly qualified candidates for this important position. To remedy this, the base amount was increased by approximately 20% in order to be comparable to other Head Start programs and to get a qualified candidate. Finally, due to the need for bilingual teachers and family service workers, VOA Head Start instituted a \$1.00 shift differential for any position requiring a person to be bilingual. This increase was for all Teacher Associates and Family Service Workers who are on the front lines working with the children and their families. The costs of these increases were more than the \$8642.00 received by Head Start for the entire COLA allocation including the match requirement.

The 2017 - 2018 School Year - COLA by Head Start - 1% = \$4923 which includes match

During this school year, VOA made radical adjustments to the salary structure to increase retention and recruitment for the front line workers in VOA Head Start. The base salary for the Director position was only increased by 1.8%. The Project Manager and the Education/Disability Manager received a 5% base salary increase; The Lead HS teachers received a 13% base salary increase; the Associate Teachers I & II received either a 10% base salary increase or a 26% base salary increase (depending on education level and in addition to the shift differential for being bilingual); Teacher Assistants received a 12% base salary increase; and the Family Service Workers received a 7.6% base salary increase (in addition to the shift differential for being bilingual). For any staff that had a salary that exceed the base salary increases noted above (due to longevity in their position with VOA Head Start), they received a 3.2% increase to their salary. The costs of these increases were more than the \$4923.00 received by Head Start for the entire COLA allocation including the match requirement.

The 2018 - 2019 School Year - COLA by Head Start - 2.6% PA22 + \$3,098 PA20 = \$20,115 including match

VOA will utilize the COLA to increase all Head Start base salaries by 2.6% and increase all current employee salaries by 3%. The rationale for this is as follows: a) staff retention is an identified need for VOA Head Start by the most recent self-assessment, and b) the Department of Labor just sent out a news release on June 5, 2018 stating, "U.S. DEPARTMENT OF LABOR DATA SHOWS THAT AMERICAN JOB OPENINGS EXCEED JOB SEEKERS FOR FIRST TIME ON RECORD." VOA Head Start has seen the need for retention and the tangible cost associated with having to replace employees; including the intangible costs to the education of the children. VOA Head Start is able to retain staff better if staff knows that they will receive a higher increase if they continue to stay with VOA Head Start year after year as compared to a person just hired who received the base salary increase. The costs of the aforementioned increases are more than the \$20,115 received by Head Start for the entire COLA allocation including the match requirement.

The changes we have made this year and in the past have permanently and substantially increased the salaries of all staff including those positions that have been traditionally lower paid and allows these individuals to make substantial gains in income as well as combating the practice of institutionalized lower pay scales in Head Start - ensuring that no one will go backwards on a pay scale.

Volunteers of America confirms that the 2.6 percent Cost of Living Adjustment described in this narrative will be used to increase the wages of current employees and to permanently increase to the salary structure for any new employees.