



**Amendment #1 to Contract  
For Head Start Education and Early Childhood Development  
Services By  
Brackett Independent School District**

This Amendment, to be effective November 7, 2012, to the Contract entered into by and between AVANCE-San Antonio, Inc., (hereinafter referred to as "AVANCE-San Antonio"), a non-profit corporation and Brackett Independent School District (hereinafter referred to as "Contractor") is being made to reflect the following:

1. a change in the number of Head Start children to be served from 34 children to 17 children and;
2. the ages of children in care to now include 3 year olds and 4 year olds and;
3. Article III, Section 3.1 **Consideration**;

WITNESSET:

WHEREAS, AVANCE-San Antonio has received a grant pursuant to the Head Start Act (42U.S.C. 9801 et seq.) (the "Grant") for the purpose of providing Head Start services to children and families in the counties that make up the designated Head Start Service Area: Uvalde, Kinney, Real, Edwards and Zavala Counties; and

WHEREAS, AVANCE-San Antonio is authorized by the U.S. Department of Health and Human Services ("HHS"), Administration for Children and Families ("ACF"), and desires, to amend its agreement with Contractor to provide Head Start Education and Early Childhood Development services to Seventeen (17) three (3) and four (4) year old grouping of children residing in the City of Brackettville (hereinafter referred to as the "Program");

WHEREAS, AVANCE-San Antonio has adopted a revised budget for the expenditure of Head Start Grant Funds (hereinafter referred to as "Grant Fund") in the amount of \$58,698.92 (\$2,619 per 4 year old child and \$4,852 per 3 year old child,) for Contractor to provide said proposed Head Start services; and

WHEREAS, Contractor desires, and is appropriately licensed and qualified, agrees to the Amendment to the Contract with AVANCE-San Antonio and agrees to deliver the designated services in accordance with applicable Head Start Program Performance Standards and other requirements more fully set as set forth in the contract;

WHEREAS, Contractor further agrees to allow an AVANCE- San Antonio Teacher Assistant (employee) to be assigned for an indefinite period, as determined by AVANCE-San Antonio,

as a third staff in the classroom to specifically facilitate the optimal educational setting and learning for the Head Start three (3) year old children enrolled.

NOW THEREFORE, is considered of the mutual promises and covenants herein contained and intending to be legally bound hereby, AVANCE-San Antonio and Contactor agree to the following contract amendment;

**III. CONSIDERATION**

**3.1** In consideration of the services to be delivered by Contractor, AVANCE-San Antonio will reimburse Contractor a total amount not to exceed \$58,698.92 (“the Federal Share”) to provide Education and Early Childhood Development services as outlined in this contract during the specified period for costs incurred in accordance with the approved Program Budget. Additionally, Contractor’s Program Budget shall be comprised of the Federal Share and Non-Federal Share. The Non-Federal Share shall be no less than 25% of the total Federal Share Budget, or \$14,674.73, Should Contractor fail to raise all of the non-Federal Share funds, \$14,674.73, AVANCE-San Antonio reserves the right to limit its reimbursements to Contractor proportionately by the percentage amount the non-Federal Share is reduced from the total amount of, \$14,674.73. The Non-Federal Share must meet the requirements of 45 C.F.R §74.23 or §92.24, as applicable.

In witness of which this amendment to the has been executed effective this \_\_\_\_day of November 2012.

Brackett ISD (Contractor)

AVANCE-San Antonio, Inc.

\_\_\_\_\_  
Taylor Stephenson,  
Interim Superintendent

\_\_\_\_\_  
Rebecca C. Cervantez,  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date