# SERVICE AGREEMENT WITH RIO GRANDE EDUCATIONAL COLLABORATIVE FOR THE IMPLEMENTATION OF EDUCATIONAL & RECREATIONAL YOUTH PROGRAMS

THIS AGREEMENT is made and entered into on this day of \_\_\_\_\_\_\_, 2014, by and between SANTA FE COUNTY (hereinafter referred to as the "County"), a New Mexico political subdivision, and RIO GRANDE EDUCATIONAL COLLABORATIVE, located at 6260 Riverside Plaza NW, Suite A, Albuquerque, N.M. 87120 (hereinafter referred to as the "Contractor").

WHEREAS, children and youth in Santa Fe County comprise twenty-three percent (23%) of the County's population and twenty-eight percent (28%) of New Mexico's population. In 2011, 33,600 Santa Fe County residents were under the age of 19 and the County has a direct interest in ensuring that youth in our community are mentally and physically healthy;

**WHEREAS,** in accordance with NMSA 1978 Sections 13-1-112 and 113-1-117, competitive, sealed proposals were solicited via a formal request for proposal RFP# 2014-0293-CSD/PL for the implementation of educational and recreational youth programs;

WHEREAS, based upon the evaluation criteria established within the RFP for the purposes of determining the most qualified Offeror, Santa Fe County has determined the Contractor as the most responsive and highest rated Offeror;

WHEREAS, the County requires the services and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

#### 1. SCOPE OF THE WORK

The contractor shall:

- A. Implement a summer youth program consistent with Contractor's proposal (Attachment A). Administrative costs shall not exceed 5% of total grant award.
- B. Develop and administer programs designed to serve the youth of Santa Fe County, which may include, but not limited to, reading and math literacy programs, educational support activities, outdoor nature activities, and dance;
- C. Serve children from kindergarten to 12<sup>th</sup> grade and provide educational programming that is age appropriate;
- D. Integrate evidence based or promising practices into programming to increase the health and overall social well-being of Santa Fe County youth;

- E. Provide programs that shall affect specific health indicators for Santa Fe County which may include, but are not limited to, building protective factors to increase mental and/or physical health and reduce substance abuse and/or obesity. Programs should also address enhanced learning opportunities;
- F. Provide programs that include family engagement in programming;
- G. Include twenty percent (20%) cash or in-kind match; and shall document both expenditures and in-kind match in each billing statement presented to the County for payment;
- H. Include methods and strategies to recruit and market youth, including high risk youth, into the program;
- I. Provide a mid-program report summary of program status to include, but not limited to: number of youth served, program highlights and program challenges;
- J. Provide a final report to include number of youth served, gender, age, ethnicity, school, grade level, program highlights, program challenges, and outcome measures of proposed goals and objectives;
- K. Provide employment and criminal background checks for all management personnel and staff members.

#### 2. COMPENSATION, INVOICING, AND SET-OFF

- A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:
  - 1) County shall pay to the Contractor in full payment for services satisfactorily performed.
  - 2) The total amount payable to the Contractor under this Agreement shall not exceed five thousand dollars (\$5,000.00) inclusive of gross receipts tax.
  - This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

- B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
- C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

#### 3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to renew on the same terms and conditions for three (3) years in one (1) year increments. In no event shall this Agreement exceed a term of four (4) years.

#### 4. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2, COMPENSATION, INVOICING, AND SET-OFF, of this Agreement, and for no other cost, amount, fee, or expense.
- B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

#### 5. TERMINATION

A. <u>Termination of Agreement for Cause</u>. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to

cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

#### 6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

#### 7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

#### 8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

#### 9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

#### 10. PERSONNEL

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

#### 11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

#### 12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

#### 13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

- A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.
- B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

#### 14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

## 15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

#### 16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

#### 17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

#### 18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

#### 19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.
- B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
- C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County

agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

#### 20. RECORDS AND INSPECTIONS

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).
- B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

#### 21. INDEMNIFICATION

- A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.
- B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.
- C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

#### 22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

#### 23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County

Office of the County Attorney

102 Grant Avenue

Santa Fe, New Mexico 87501

To the Contractor: Rio Grande Educational Collaborative

6260 Riverside Plaza NW

Suite A

Albuquerque, New Mexico 87120

#### 24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

#### The Contractor hereby represents and warrants that:

- A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.
- C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

#### 25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

#### 26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

#### 27. INSURANCE

A. <u>General Conditions.</u> The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. <u>Workers' Compensation Insurance.</u> The Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. <u>Increased Limits.</u> If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

#### 28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

#### 29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

#### 30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

#### 31. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:	
Katherine Miller Santa Fe County Manager	5-32 · 14 Date
Approved as to Form	
Santa Fe County Attorney	<u>5/16/14</u> Date
Finance Department Approval	
Teresa C. Martinez Santa Fe County Finance Director	Date Page
CONTRACTOR:	
arol a Ordo	6414
(Signature)	Date
Garolyn A. Orteca	
(Print Name)	
CFO COO (Print Title)	
FEDERAL IDENTIFICATION NUMBER	85-0461881

#### ATTACHMENT A

## 1. <u>History/Background</u> <u>Mission/Vision/History in New Mexico</u>

The vision at the Rio Grande Educational Collaborative (RGEC) is to dedicate our organization to preparing children, family and community for life-long success. The mission of RGEC is to leverage resources and opportunities to create a continuum of services to support the social and academic dreams of children, their families and their communities. We provide pathways to success through the development, application and management of services through before and after school and summer programs- to children from all walks of life.

There are over fiftyorty (50) sites providing RGEC programming across the state. During the 2013-2014 school year, new RGEC established new sites in Moriarty and Deming increasing the program's outreach.

In our efforts to continue our service delivery, wWe respectfully request a sum of \$20,000 for two sites (Edgewood and Acequia Madre Elementary Schools). The support from Santa Fe County will allow for operation costs throughout the summer while subsidizing the cost of enrollment for as many as 100 community children attending our program thus making our educational based summer program more accessible to a greater number of children. The theme for this summer will be Mad Science. The students will have an opportunity to explore different

2014 S.T.E.M. Summer Program

June 2<sup>rd</sup> - July 25<sup>th</sup>

Week I (June 2nd ): Forensic Investigator

Week 2 (June 9th ): Palcontologist

Week 3 (June 16th ): Marine biologist

Week 4 (June 23rd): Zoologist

Week 5 (June 30th ): Engineer

Week 6 (July 7th ): Astronomer

Week 7 (July I (th ): Chemlet

Week 8 (July 21st): Archaeologist

scientific careers and roles in this Science, Technology, Engineering,

and Math (S.T.E.M.) oriented

program. Each week will be

dedicated to a different science career.

The RGEC program is for elementary school age children kindergarten thru 6<sup>th</sup> grade and will run from June 2, 2014 through July 25, 2014. Operating hours will be from 6:45am to 6:00pm. Breakfast, lunch and snacks will be included. We are excited to be able to bring another year of summer programming to the town of Edgewood as well as support the Acequia Madre Elementary site in Santa Fe for the first time through the assistance of Santa Fe County. Both summer programs will be offered at the on-site at both schools to provide a safe place for children while providing working parents with a feasible and supportive option.

#### 2. Evidence of Understanding of the Scope of Work

• Demonstrate understanding of key youth program elements and goals as outlined in the scope of work.

To capture the interest and imagination of children we offer creative and exciting ways to learn, while enjoying the summer. It is especially important to provide programs that are safe, fun and enrich the lives of young children. The RGEC programs employ unique learning models that create a healthy and happy environment for students to remain academically sharp and return to school ready to excel in classes thus intentionally working to address summer learning loss.

 Describe approach in developing and administering youth programs; include specific programming strategies that are age appropriate and which involve family engagement

Our program relies on an ongoing assessment of community needs in formal and informal ways. For after and before school, as well as summer programming, RGEC regularly obtains feedback from all stakeholders including school staff, students and parents. This information is used to drive continuous improvement of the program. We stay abreast of the latest research and body of knowledge on supplementary academic programming and school improvement.

which has shaped our philosophy that out-of-school programming, serves three primary purposes: helping working families, keeping kids safe, and inspiring learning. Our comprehensive, continuous improvement approach to assessing need has culminated in educational models that respond to the needs of schools, parents, and children. We monitor a variety of secondary sources (e.g. U.S. Census, Kids Count, Bernalillo County Health Profile, Public Education Department Ratings) to maintain an accurate profile of the community across key social and academic indicators.

Second, and most importantly, members of RGEC staff, including leadership, are from the area. The data above are not just statistics; they represent conditions that we experience and witness every day. We share a personal knowledge of the issues and a genuine commitment to improving conditions for children and their families. Third, we assess needs through actively participating in partnerships that are informing and furthering the work of after-school programs. On a macro level, RGEC is involved in the New Mexico After-school Alliance, which works to advocate for after-school and promote a safe environment for children, preventing latchkey circumstances.

RGEC is active in the ABC Partnership (a cooperative between APS, city and county governments) to define and promote a broader Community School model that braids services across a number of domains and agencies to meet the needs of families including early childhood, health (primary care and behavioral health), adult basic education and a range of social services – in addition to before and after school and summer programming. RGEC is well-positioned to act as a hub for these services

There is a clear and compelling need for out-of-school time programming in a safe, supervised environment designed to increase student achievement, motivation to learn, and provide a safe

place for constructive activities and meaningful interactions with caring adults. RGEC's programming offers academic and non-academic supports for students and families. RGEC and its partners identified the following major needs: 1) All students need access to the core academic standards. 2) Students who demonstrate low achievement need appropriate interventions to promote high achievement, with assistance beyond the regular classroom, particularly in reading, math and science. 3) Instruction needs to be differentiated and hands on to reach more students at their levels of learning. 4) Students are in need of cultural arts experiences/activities, a safe environment for exerting physical activity, and a social foundation that will help them be productive citizens. 5) Adult family members need opportunities to have an active voice and be meaningfully involved in their student's education. 6) Due to language barriers and lack of educational attainment, adult family members need to be exposed to learning opportunities with a specific focus related to their child's education.

• Describe techniques and methods that will affect specific health indicators, (health and overall social well being) including those that will heighten and encourage learning.

Students have the opportunity to explore a range of activities through the **Four Corners Model**. They are able to rotate freely through each "corner": the "creative corner", "strategic games" corner, "active corner", and "homework and literacy" corner. Each corner encourages the development of different areas for the student. The "active corner" is always included. Physical activity has shown to improve not only a child's physical being by decreasing the chance of obesity, but increase a child's focus after the physical activity.

Our daily summer schedule includes a wide variety of activities, through our different categories of activities: "Silly Science", "Crafty Kids Corner", "Sports Extravaganza", and "Investigation Station". Silly Science will provide students the opportunity to engage in the

"FUN" of science through innovative projects, creative challenges and character development. Our goal is for every student to leave with inner science-confidence & outer self-confidence. Students will focus on science themes such as Technology, Physics, and Space. They will gain an understanding of science and how the processes of science contribute to life in an essential way through creative thinking and problem solving.

Crafty Kids Corner will develop knowledge and understanding of art through vocabulary and art-related exercises, by conducting research (using print materials), by using innovative art tools and through creation of a variety of hands-on arts and crafts projects. Students will improve their math skills through measurement used in design to measure appropriate amounts of materials. Students will improve their reading skills when they conduct art history research and read instructions to complete an array of arts and crafts projects. Students will enhance their fine motor- skills, as they complete their journey through art exercises and projects. Students will explore a wide variety of physical activities that will promote large and small muscle development. Students will focus on positive energy to develop physical strength and stamina.

Sports Extravaganza activities will allow the students will learn all about fitness, safety, health and nutrition while developing habits that can help them build a foundation for a lifetime of good health daily.

Through daily Investigation Station activities, students will begin their adventure through activities that build upon literacy. Students will use a variety of props (i.e., puppets, methods, improvisation) and specific literacy activities (i.e., script development or script reading/memorization) to develop dramatic skills and improve literacy skills. Students will explore a variety of storybook characters and will be given the opportunity to write scripts and

short stories they will perform. Students will use math to design and develop props, costumes and sets for their presentation. It is our goal that students will gain self-confidence, self-reliance, communication skills and public performance skills. Students will build a grounded foundation in dramatic arts that could inspire a career or academic focus in this area.

RGEC utilizes our very own proprietary enrichment model called E-CUBED<sup>TM</sup>. **E-CUBED: Exploration, Enrichment, and Education** was designed to improve academic outcomes for elementary school students through a disguised learning method which is intended to compliment work being done by teachers, involving parents, and keeping young minds engaged in learning in a variety of core subjects. Curriculum for programming is based on state academic standards. Moreover, RGEC works to ensure all enrichment activities are aligned with each school's Education Plan for Student Success (EPSS).

RGEC staff has developed a deep understanding of the broader community needs so that we can apply what we know about effective programming to improve the quality of life for children and their families. We assess these needs in three primary ways: profile, personal experience, and partnerships.

### Describe specific components and structure of program that demonstrates program quality

RGEC is careful in its hiring and professional development to ensure that staff is intrinsically motivated and empowered with the knowledge and skill to create a caring and nurturing setting for students. Feedback from parents is evidenced that we have been successful in creating such an environment. The following comments from parents at two of our after school program sums up common sentiments:

"I just want to say that I see an improvement with my daughter, she is doing much better in school since I switched her programs to RGEC. I'm so glad for it."

RGEC will disseminate information about the project to parents, staff, students, community members, and the public at large. In addition, both the Four Corners Model and E-Cubed Model are proven instructional approaches that provide the structure for all program managers to follow and children to enjoy thus ensuring a guided method is in place and structure is paramount.

#### • Include how results will be measured against the key health indicators

Through the participation of the summer program at Edgewood and Acequia Madre

Elementary schools, students will have an increased academic success rate in core subjects
including reading and math. The curriculum of the summer programming is designed to
increase proficiency and increase student preparedness for the upcoming school year. Children
also participate in daily physical activity paired with nutritional snacks provided daily. All the
factors combined over the summer increase physical and mental wellness for each child that
lasts beyond the duration of programming.

#### • Include how program participation will be measured

Participation will be measured through daily attendance. (Parents, guardians, or authorized pick up contacts as specified in the registration forms) are required to sign their child(ren) in and out of the program each day. This allows us to properly track our participation, more importantly it allows us to ensure the safety of each and every student while they are in the care of our staff.

<sup>&</sup>quot;I wanted to express my gratitude and appreciation for the staff and availability of what RGEC has to offer for my child. My son has participated in many different programs such as Camp Fire USA, and YMCA. By far, RGEC has been the most enjoyable for my child. As a parent I feel comfortable with the staff, and their concern for my child's safety, engagement with him for help with his homework, or to ensure they are having a good time."

• Provide evidence based or promising practices that will affect the health and well-being of SFC youth.

RGEC programming utilizes a highly qualified program staff that must consistently receive professional development to ensure their skill levels remain strong. Additionally, in many of our Before and After School and Summer Programs we license these childcare sites through New Mexico Children, Youth and Families Department to ensure a unique level of safety standards exist and the best practices are followed. RGEC programming packages strong academic curriculum with safe nurturing learning environments directed by highly qualified personnel.

Resiliency or protective factors are characteristics that decrease the risk of substance abuse, failure to graduate and increased poverty. Researchers have determined that the more resiliency and protective factors an individual person or community has, the more protected they are from those behaviors that are potentially damaging. RGEC is providing resiliency and protective factors that children can carry with them beyond the program.

According to the New Mexico Prevention website, between 48.3% and 62.7% of Santa Fe County youth report having caring and supportive relationships with friends, in the community, in the home and at school. That is lower than the state percentage. Through the summer program, it is the active goal of RGEC programming to increase the number of students with caring and supportive relationships, increasing students' overall success rates.

#### 3. Capacity and Capability

 Demonstrate organizational ability to develop and manage summer youth programs. Site-level staffing is described in Exhibit 2 below. RGEC will maintain a minimum ratio of one staff member to every 15 students. Grant-level coordination and administration (described in the Quality Management Plan section) includes a Project Director and Program Coordinator to oversee the proposed summer programs at both Edgewood and Acequia Madre Elementary. Background checks are conducted for all staff.

Exhibit 2. Site-Level Staffing Infrastructure

Position	Description				
Lead Instructor	Certified teacher or equivalent education/experience responsible for maintaining adapting, and implementing menu of activities.				
Instructor(s)	Certified teacher or equivalent education/experience to implement specific activities with a focus on academically focused services.				
Instructional Assistant(s)	Educational Assistant or equivalent education/experience to assist in implementing menu of services including enrichment, arts and recreation.				
Student Worker(s)	High school or college student provide additional staffing, particularly for arts, recreation. Qualified individuals will provide academic tutoring.				
Contractor(s)	The site will have an allowance to bring in qualified individuals, focusing on community resources, to support special activities based on specific areas of expertise such as arts, music and health.				

• Provide resumes of key staff, consultants or other team members describing specific relevant experience of each proposed staff, include their specific role, experience, and background.

RGEC proposes a Project Director and a Program Coordinator. Together these individuals will provide efficient and effective operations, progress toward program and grant objectives and performance measures, responding to data collection. A summary of responsibilities and qualifications is provided in Exhibit 3.

Project Director	Program Coordinator		
Duties and Responsibilities	Duties and Responsibilities		
<ul> <li>Comply with state and federal reporting requirements</li> <li>Ensure data is entered in state system in a timely matter</li> <li>Review performance indicator data with staff on a regular basis</li> <li>Coordinate professional development</li> <li>Maintain MOA with district and school</li> <li>Maintain other partnerships</li> </ul>	<ul> <li>Works with program director to successfully and effectively implement site level 21CCLC operational plan</li> <li>Implement communications plan</li> <li>Supervise site-level program staff</li> <li>Identify and secure highly qualified staff</li> <li>Assist with budget oversight, manage and distribute supplies and materials</li> <li>Reports to program director on progress, issues and solutions</li> </ul>		
Experience and Qualifications	Experience and Qualifications		
Mike Lujan has worked in the after-school arena for the last 15 years, including his management of eight 21CCLC sites within the Albuquerque Public Schools system. He earned a Master's Degree in Public Administration from the University of New Mexico. He has advocated to bring policy changes and better funding to after school programs in New Mexico, as well as networking the various providers together when needed to formulate positive change within the educational realm.	Emma Miera brings over 10 years of experience working with children. She is bilingual and holds a double major Bachelor's degree in Political Science and Spanish. She has worked with the Edgewood community since the start-up of our summer programming in 2011 She has built relationships with the community through her time in with the programming and is committed to the needs of the students and their families.		
Dr. Antonio Medina earned his Ph.D. in Management and Development from the University of Texas. He has served as a principal for the Austin Independent School District. In this position he has built and successfully sustained relationships and managed personnel related to the numerous schools in which RGEC before and afterschool programming is provided.	Michelle Van Ornum has been working with students in the before/after school and summer programs since May 2005. She specializes in working with students with disabilities. All of the programs that Michelle currently manages are all inclusion. She has managed Acequia Madre BASP since 2011 and has build relationships with the students and community.		

## • Demonstrate team organization and working relationships.

RGEC starts by hiring highly qualified staff, typically experienced, certified instructors. Ongoing professional development is a prominent feature of our proposed design. Professional development has been delivered for years and is expanded to include the district-sponsored training and specialized training provided by partners. RGEC provides a three day training for all staff at the beginning of the year and one-day in-service during winter and spring breaks. Trainings are customized based on staffing type and

experience. Additional time is provided for lead instructors to participate in other training including online and self-directed inquiry and provide job- embedded coaching to other program staff.

## Provide strategies on marketing summer programs to County youth.

Several strategies will be used in order to reach a broad and diverse population, including school and RGEC newsletters and websites, flyers, posters, and use of technology including E-Blasts to email database of customers in targeted communities. RGEC staff will provide information about E-CUBED and relay critical information and program achievements.

Parent/instructor conferences and informal discussions during parent pick-up will also be utilized. In addition, parents, students and school personnel are part of RGEC's email database, which is used to send Constant Contact emails about urgent and upcoming events. Also, in addition to RGEC's web site (www.rgec.org) the company has a social media presence on Facebook (www.facebook.com/NM.RGEC), where student performances, school announcements and other information is presented and published in an online fashion with the opportunity for parent feedback. All written materials will be in English and Spanish.

## Include information on type and manner of in-kind cash

The in-kind is volunteer labor. The amount of \$4,000 is based on the cost of what the volunteered labor would cost if it was a paid service. This is also based on the hours and eight (8) week duration of the summer program at both sites.

#### 4. Past Record of Experience

 Provide information about the firm's specific experience with developing and administering educational/recreational youth programs that demonstrate technical competence. RGEC's greatest demonstration of its expertise in out of school time programs is its nearly (15) year history in this market. We have developed a strong reputation as a sustainable, high quality academic out of school time service provider. In recent years our organization's popularity has allowed us to become the largest before and after school provider in the state of New Mexico. Since our inception we have grown from six (6) service sites to over fifty (50) sites from Deming to Taos and many locations in between.

As another more operational example of our development and program administration we will share our use of a technology tool called edWeb. RGEC has been utilizing edWeb, a social media community site, for over two years as a technology tool and resource to allow open communication between sites. edWeb links after school site personnel whether in urban or in more isolated rural areas. edWeb has many features of value including a file sharing service which allows RGEC to make accessible over 700 lesson plans and activities all of which meet NM state standards for use by program staff. On the main RGEC community page there is a calendar that can be easily updated by each member. The calendar contains of many very important upcoming events members are made aware of. Also on the main page is the Collaborative Kudos blog that highlights positive stories from our various sites on a bi-weekly basis. Once a part of edWeb, it is easy for our program members to start discussions and share questions, concerns, issues or lessons learned from your respective sites with the entire community thereby creating a communication network for all RGEC instructors and instructor assistants thus ensuring knowledge transfer and access to RGEC work product no matter how rural or urban the locale of the school site.

• Include previous, successful youth programs that have been implemented and their relevance to the scope of work

For nearly 15 years, the Rio Grande Educational Collaborative has provided a wide variety of supplemental educational programs to children, including before and after school and summer academic-based enrichment programs.

In 2011, The Rio Grande Educational Collaborative RGEC was introduced to the Edgewood/Moriarty school district with a summer program at Edgewood Elementary. For the past three summers, the summer program at Edgewood Elementary has proven to be very successful and the students had a lot of fun doing hands-on activities, science experiments, academic enrichment, and even fields trips. Students had such a good time in the summer program that some students didn't want to go home in the evenings when parents would arrive to pick them up.

The theme of last year's summer program was "Journey through Space and Time" where the students had the opportunity to explore a different planet every week. Academic based activities are very present in the summer programming so students are able to practice skills and return to school ready to learn and succeed.

RGEC has a history of advocating for parents and assisting them in navigating the school infrastructure. Our programs have enjoyed a very high level of parent satisfaction and program staff interacts with parents on a daily basis. While informal, these daily encounters allow us to keep our fingers on the pulse of what is happening with each family. The proposed summer program will provide a family engagement activity to promote parent engagement in their children's summer program experience.

• Describe any challenges experienced in developing and administering summer youth programs and its resolutions.

The single most challenging issue for Providers of Summer Programs is the price. To offer a truly helpful program to both parent and child the program needs to be open each day for a sufficiently long period in order to have a well-balanced amount of academic, health and general fun activities for children to participate in. Moreover, most families are working families and so an adequate level of coverage must exist for the children during work day hours so parents are not in logistically difficult situations having to drop off and pick up children at hours which conflict with their work schedules. As a result, to provide a strong program that serves both child and parent, a successful program needs longer hours in the summer which serve to fill the gap of school hours and additional time support to ensure latchkey situations are minimized. To accomplish this is difficult from a business standpoint because longer hours equate to greater cost. This directly impacts families and the success of programs. Too high a weekly charge for programs will price most families out of the market particularly in more rural areas where the poverty rates are typically higher. It becomes very important to have grants and other subsidies as part of the program in order to keep the price of the program low for families to afford and program attendance strong.

## Rio Grande Educational Collaborative Program Budget

Santa Fe County - Summer Program at Edgewood ES & Acequia Madre ES FY 2014-2015

**Program Revenue** 

Surplus or (Deficit)

Cost per Student

Cost per Client

**Total Program Clients Served** 

Santa Fe County Grant Allocation	20,000.00	
Government Funding	4 000 00	2004
In-Kind Support (Atrisco Co. Volunteers) 20% Other Income	4,000.00	20%
other medite		
Total	\$ 24,000.00	
Program Expense		
Administrative Costs	200.00	1%
Professional Fees And Contracts	12,000.00	
Supplies	3,500.00	
Copy & Printing	2,500.00	
Other Program Costs (Field Trips, Entrances, Transportation)	3,200.00	
Total	\$ 21,400.00	

\$

\$ 2,600.00

100

200.00

<sup>\*</sup> Programmatic Cost