

**SERVICE AGREEMENT  
WITH AGUA FRIA ELEMENTARY SCHOOL  
FOR THE IMPLEMENTATION OF EDUCATIONAL & RECREATIONAL  
YOUTH PROGRAMS**

**THIS AGREEMENT** is made and entered into on this 27<sup>th</sup> day of May, 2014, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and **AGUA FRIA ELEMENTARY SCHOOL**, located at 3160 Agua Fria Street, Santa Fe, N.M. 87507 (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 ten thousand dollars (\$10,000.00) inclusive of gross receipts tax.
- 3) 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. Termination of Agreement for Cause. 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: Agua Fria Elementary School  
3160 Agua Fria Street  
Santa Fe, New Mexico 87507

**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. General Conditions. 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. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. 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

Katherine Miller  
Santa Fe County Manager

5-22-14  
Date

**Approved as to Form**

Robert J. Miller  
Santa Fe County Attorney

5/16/14  
Date

**Finance Department Approval**

Teresa C. Martinez  
Teresa C. Martinez  
Santa Fe County Finance Director

5/22/2014  
Date

**CONTRACTOR:**

Ed Gorman  
(Signature)

5-27-14  
Date

Edmund P. Gorman  
(Print Name)

Director, StepUp! Summer Program  
(Print Title)

FEDERAL IDENTIFICATION NUMBER: 85-6000169

## ATTACHMENT A

"Step Up!" Summer Program  
Proposal Summary  
Re: RFP #2014-0271-CSD/PL

I am excited to apply for a grant from the County of Santa Fe to help fund our summer program, "Step Up!" The program will be housed at Salazar Elementary and target at risk youth from Agua Fria Elementary, Salazar Elementary and any other student in the County of Santa Fe interested in attending. There is a lack of programs for students entering Grades 4 through 8 in the Santa Fe Public School District, thus our rationale for targeting these grade levels. My name is Edmund Gorman and I was the Director for the program last summer (graciously funded by the County) and also am the Director for the Agua Fria After School Program during the regular school year (soon to be El Camino Real Academy). We have had successful programs the last few summers, and are looking forward to building on our success. We were able to show tremendous growth in reading and math last summer in our students. The average student showed seven months of growth in their reading scores during the five week program. I attribute our success to having experienced, excellent teachers in the classrooms, an active group of volunteers including high school students and foster grandparents, and a centers-based approach to learning where each student received individual attention from highly qualified teachers on a daily basis. In addition to academic growth, we expose our students to the arts, physical education and field trips to enhance their learning and appreciation of the tremendous history in Santa Fe and our surrounding areas. The details of the proposal are as follows:

1. The program will run from Monday, June 16<sup>th</sup> through Wednesday, July 23<sup>rd</sup> for staff members and Tuesday, June 17<sup>th</sup> through Tuesday, July 22<sup>nd</sup> for students.
2. The hours of the program will be 7:30 am to 3:15 pm daily. The program will be housed in a wing of Salazar Elementary.
3. The program will serve 80-100 students entering Grades 4 through 8.
4. The program will be open to students from Agua Fria Elementary and Salazar Elementary and any other family in the County of Santa Fe who wants to enroll their child.
5. The program will focus on Literacy and Math instruction by licensed SFPS teachers in the mornings (Monday-Thursday) with a centers-based approach. The afternoons will consist of enrichment activities including the arts, science, gardening, health, wellness and physical education.
6. Breakfast and lunch will be provided daily at no cost to the students through the SFPS Nutrition Department.
7. Our Literacy and Math curriculum will focus on skills needed to succeed at the next grade level, with special attention being given to the needs of our English Language Learners (ELL students). Our goal will be a minimum of 0.25 years of growth in both reading and math as measured by pre and post tests administered to each student at the beginning and end of the program.
8. Volunteers will be used on a daily basis. These include teens, adults and foster grandparents.

9. Parental fees will help subsidize the program for a percentage of 33%. Parents will be charged \$125.00 for the five week program. We will not charge any family who is involved with the Adelante Program (homeless) or the Esperanza Shelter (abused women and/or children).
10. Field trips will include the Santa Fe Children's Museum, Carlos Rey Park, the Albuquerque Zoo, Rockin' Rollers Event Arena, a walking tour of our Downtown Museums and the State Capitol, and Hyde Park (or Nambe Falls).
11. Families will be encouraged to join us for all activities. We will celebrate the success of our program with a presentation by students on the final day and a Family Barbecue.

The rationale for targeting this particular age group is because many of our students have challenges at home and in school. Our schools have a large number of ELL students. We continue to struggle to achieve target goals in state mandated standardized testing. As we have shown in recent years, targeted Literacy and Math instruction in a less formal school setting can create positive results. In addition, our concentrated efforts to promote the arts, physical education and field excursions will greatly benefit our low socio-economic population who often do not get exposed to enrichment opportunities like these.

I greatly appreciate the opportunity to affect the lives of so many children in Santa Fe County this summer. Without the support of the County of Santa Fe, we would not be financially able to support this program. It will be a struggle enough for many of our families to come up our tuition we must charge to meet our budget. On behalf of the students and their families, I thank you for your previous support of our program and hopefully your continued support.

If you have any questions or concerns, please do not hesitate to contact me at [egorman@sfps.info](mailto:egorman@sfps.info) or you can call me on my cell phone (505-690-8509).

Sincerely,



Edmund Gorman  
Director, "Step Up!" Summer Program  
Agua Fria Elementary

"Step Up!" Summer Program 2014  
Response to Evaluation Criteria

1. History and Background

"Step Up!" Summer Program was initiated last summer with the support of the County of Santa Fe. The previous year's program was also funded by the County and that program serviced students from Kinder through Grade 7. When the District discontinued most programs geared at upper grade students, we switched our focus to address those students entering Grades 4 through 7, and this year we will adjust that to address students entering Grades 4 through 8. Many students do not have an opportunity to continue and enhance their education during the summer months. We service these students with licensed teachers, classroom volunteers and educational aides and are able to have excellent student to teacher ratios as a result.

Our vision is to focus on the individual student and their needs in their education. We concentrate on Literacy and Math in English during the summer to address our high need, English Language Learner population. We also believe strongly in educating the "whole child". We therefore expose our students to the arts, physical education, wellness and chances to visit historical and educational sites they normally would not get a chance to visit. We also believe strongly in language and cultural diversity, and all of our classes have a balanced mix of native English and Spanish speakers.

We use student data to help drive our instruction, and all classrooms use a centers-based model where children are able to move throughout learning centers each morning addressing key concepts in reading, writing and math. Material from the previous school year is reviewed to check for understanding. In addition, concepts from the upcoming school year are introduced to prepare our students for the challenges of the next grade level (thus the name "Step Up!"). We are able to incorporate technology into addressing the needs of all of our students. The educational component takes place Monday through Thursday mornings, with the afternoons dedicated to enrichment activities. These include arts and crafts, physical education, science and gardening and a reading and game room. Each Friday we plan field trips and this summer these include Santa Fe Children's Museum, Carlos Rey Park, the Albuquerque Zoo, Rockin' Rollers, a walking tour of Downtown Museums and State Capitol and hiking in either Nambe or Hyde Park (depending on fire dangers). Our parents are always welcomed to join us daily and on field trips, and we will host a family BBQ with student performances to culminate the end of our program.

Last year we were able to show seven months of growth on average in our students reading scores based on the San Diego Reading Assessment. Our

groups all showed growth in their math scores as well during that time, in addition to achieving higher speed and accuracy rates in their math skills.

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

“Step Up!” Summer Program focuses on adolescent youth in the County of Santa Fe entering Grades 4 through 8 (ages 8-14). We focus on educational needs, physical well being, developing strong fitness and nutrition routines and nurturing meaningful relationships with qualified instructors, caring aides and classroom volunteers.

We will use pre and post assessments to measure our effectiveness in reading and math. Our centers-based model for instruction is a proven way to group students according to ability, addressing their current levels and moving them at a brisk pace to the next level while offering lots of individual attention from highly qualified staff. Our recreational component exposes students to new individual and team sports, health and wellness, gardening and composting (which can be continued at home), cooperative games that encourage team work in a non-threatening environment and help in bully-proofing our program and technology that helps address students’ needs and interests. ESL strategies will be used by qualified teachers to address the needs of our second language learners. Families are invited to assist in the classrooms as volunteers and join us on all field trips.

The tools we will use to pre and post assess are the San Diego Reading Assessment and our math assessments will be key math facts needed to show success at the next grade level. The Director of the Program will be responsible for tracking all data to track measureable growth.

## 3. Capacity and Capability

As Director of both “Step Up!” Summer Program and the Agua Fria After School Program for the last five years, I have continued to strive to offer the best in student care for our families.

Our staff will consist of the following:

- 4 certified teachers with experience in dealing with English Language Learners and Special Needs students
- 8 recreational/educational aides with experience in successful school programs
- Volunteers from local high schools, local businesses (PNM and U.S. Bank) and foster grandparents.
- 1 Director who will oversee all aspects of the program, including classroom instruction, recreational activities, field trips, pre and post assessments, secretarial duties, accounting, parent communication, community partnerships, parental involvement and discipline issues.

-1 Communities in School employee who will assist in student and family needs as they arise.

We will organize all of our schedules, routines and expectations as a team. We will all work together as caring peers where no one individual is put above any other. This sense of teamwork is a model of how to work together for all of our students.

We will open our enrollment to not just the students of Agua Fria and Salazar Elementary, but in addition any student in the County of Santa Fe who can provide transportation to and from our program. Students in the Agua Fria zone will be able to use SFPS Transportation services already in place for the K-3 Plus Summer Program also housed at Salazar (with coinciding dates of operation).

All budgeting and accounting will be performed by Edmund Gorman, the Director. We will use the same accounting system we use with our After School Program in the Santa Fe Public Schools. All financial activities will be reported to the Payroll Office and Office of Business Services for Santa Fe Public Schools. Attached you will find the budget details. Parents will be expected to pay a \$25.00 registration fee and \$100.00 tuition for the program. This will enable us to balance our budget based on attendance by 80 students. Any student in the Adelante Program or residing at Esperanza Shelter will not be charged. Our goal of 100 students will enable us to offer scholarships to needy families who may have difficulty paying the tuition.

#### 4. Past Record of Performance

Our Agua Fria After School Program is now in its 17<sup>th</sup> year of operation. The City of Santa Fe helps fund our program during the regular school year. Many of our community partners often comment on how impressed they are with our program and marvel at how we are able to keep our teacher to student ratios at 8:1 ratios for younger students and 10:1 for older students.

Many of our staff members are current or past employees of After School and/or Summer Programs in SFPS. All staff members must undergo a background check and fingerprinting and be approved for hire by the SFPS Human Resource Department.

As previously mentioned, our past success of strides in Literacy and Math scores demonstrates the effectiveness of our program. All students are exposed to physical activity on a daily basis for a minimum of 1 hour.

Our main challenge is the short turn around time we have to implement the program if we secure the County Grant. Since the grants are not awarded until mid May, this gives us less than a month to completely plan the program

including the registration and hiring process. For this reason, we will be sending out pre-registration forms in the coming week.

I have 19 years of experience as a Dual Language teacher in Texas and New Mexico. I have taught at Agua Fria Elementary for the last 12 years. I have successfully run our After School Program for the last 5 years, and our Summer Program for the last 2 years. I approach our program as a Lead Teacher, not a Principal, and am in every classroom every day, offering any assistance the teachers, students or staff members may need.

Our site administrator, School Principal Suzanne Jacquez-Gorman, has included a letter of support for our program and it is included in this proposal. In addition, I will include a letter from SFPS about our ability to use Salazar Elementary this summer.

"Step Up!" Summer Program

Proposed Summer Program Budget 2014

Personnel Expenditures		
<u>Position</u>	<u>Wages</u>	<u>Benefits (20.6%)</u>
Director	\$4,767.84	\$982.18
Teachers	\$10,533.60	\$2,169.92
EA/Rec. Aides	<u>\$7,875.00</u>	<u>\$1,622.25</u>
<b>Totals</b>	<b>\$23,176.44</b>	<b>\$4,774.35</b>

Total Personnel Expenditures = \$27,950.79

Other Expenses

Materials for Teachers and Students = \$500.00

Art Supplies/PE Equipment = \$300.00

Funds for Field Trips = \$860.00

Sam's Club (snacks, food for BBQ) = \$300.00

Walmart (office supplies) = \$89.21

Total of Other Expenses = \$2,049.21

Total Budget (Personnel and Other Expenses) = \$30,000.00

Total funded by Activity Account (parent registration fees, parent program dues) = \$10,000.00

\*based on \$125.00 per student at 80 students

Total funded by County Grant = \$20,000.00

