

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

**THIS AGREEMENT** is made and entered into on this 10<sup>th</sup> day of June, 2013, 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. Santa Fe County has a direct interest in insuring 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# 2013-0318-HHS/PL for the implementation of summer 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 the Contractor's proposal. Administrative costs shall not exceed 5% of total grant award;
- B. Develop and administer summer recreational and educational programs designed to serve the youth of Santa Fe County;
- C. Serve children from kindergarten to 12<sup>th</sup> grade and provide educational and recreational 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 shall also address enhanced learning opportunities;
- F. Provide programs that include family engagement in programming;
- G. Shall 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 used to recruit and market youth, including high risk youth, into the program;
- I. Ensure that Recreational and Educational Youth Programs are completed by August 15, 2013;
- J. Schedule a site visit to the program facility with County staff;
- K. Provide the County with a final report that details the following:
  - 1) Recruitment methods and number of Santa Fe County youth served;
  - 2) A summary of services provided;
  - 3) Outcome measures for those health indicators provided in the proposal.

**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, inclusive of gross receipts tax shall not exceed twenty thousand dollars (\$20,000.00).
- 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.

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 six months later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations).

### **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. 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. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable**

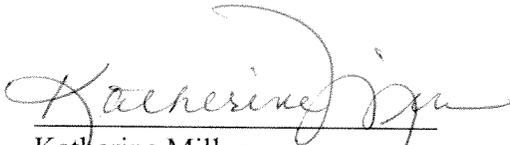
The Contractor hereby irrevocably appoints, Agua Fria Elementary School, located at 3160 Agua Fria St., Santa Fe, N.M., as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

**32. 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.

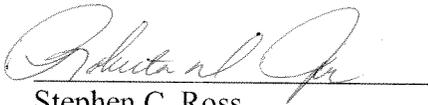
**IN WITNESS WHEREOF**, the parties have duly executed this Amendment to the Agreement as of the date first written above.

**SANTA FE COUNTY:**

  
Katherine Miller  
Santa Fe County Manager

6.10.13  
Date

**Approved as to Form**

  
Stephen C. Ross  
Santa Fe County Attorney

5/28/13  
Date

**Finance Department Approval**

  
Teresa Martinez  
Santa Fe County Finance Director

5/31/13  
Date

**CONTRACTOR:**

Ed Gorman  
(Signature)

5-29-13  
Date

Edmund P. Gorman  
(Print Name)

Director, StepUp! Summer Program  
(Print Title)

**FEDERAL IDENTIFICATION NUMBER:** EIN 85-6000169

May 15, 2013

**Proposal Summary**

**Re: Santa Fe County Grant to assist with Summer Program at Agua Fria Elementary**

To Whom It May Concern:

I am excited to apply for a grant from the County of Santa Fe to help fund a summer program at Agua Fria Elementary School. The Santa Fe Public Schools is not offering any programs for children beyond those in the 3<sup>rd</sup> grade, thus our rationale for targeting the students entering grades 4 through 7 who have no program to attend addressing both education and recreation. My name is Ed Gorman and I am the Coordinator of the After School Program at Agua Fria Elementary during the regular school year. I am submitting this grant request in the hopes of having a summer program for this summer in June and July of 2013. We were blessed to have a program last summer for students in Kindergarten through 7<sup>th</sup> grades at our school with the assistance of a County of Santa Fe grant. We were able to show tremendous growth throughout the program. The average student jumped seven months in their reading levels over the month of the program. I attribute that to excellent teachers and the inclusion of foster grandparents and teen volunteers in every classroom daily, ensuring that the students always received a tremendous amount of individual attention and care. The details of my proposal are as follows:

1. The program will run from Wednesday, June 19<sup>th</sup> to Thursday, July 19, 2013;
2. The hours will be 7:30 a.m. – 3:15 p.m.;
3. The program will serve between 80-100 children entering grades 4 through 7;
4. The program will be open to students from Agua Fria and other schools as well based on a first come/first serve policy for enrollment;
5. The program will focus on literacy and math instruction by licensed SFPS teachers in the mornings (Monday – Thursday), enrichment in the afternoons and field trips on Fridays, the enrichment part of the program will focus on the arts, science, health, wellness & physical education;
6. Breakfast and lunch will be provided daily at no cost to the students through the SFPS nutrition department; and
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. Our goal will be a minimum of 0.25 years of growth in both reading and math as measured by a pre and post test administered to each student at the beginning and end of the program;
8. Community partners will be recruited to provide enrichment opportunities to all students at no cost with a focus on the arts, physical education, cooking and gardening;

AGUA FRIA ELEMENTARY  
SCHOOL'S PROPOSAL AS  
REFERRED TO IN SECTION 1.A  
"SCOPE OF WORK"

9. Parent fees will help subsidize the program. There will be a charge of \$100.00 for the 4 week program along with a \$20 registration fee. This money will enable the program to pay for recreational aides, materials and field trips. Children in the Adelante program will be free.
10. Field trips will include Bandelier National Monument, Explora Science Museum, tour of downtown Santa Fe (Museum of New Mexico History, Palace of the Governors, State Capitol and the Plaza), Alto Street Pool and Family Picnic afterwards

The rationale for this program is to target students in grades 4-7 who have challenges at school and at home. Agua Fria Elementary has not demonstrated satisfactory numbers in state mandated testing in recent years, although our school report card last year improved from a D to a C. I believe targeted literacy and math instruction to our students in a less formal school setting will create positive results. Our concentrated efforts to promote the arts and physical education 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 your support, we will not be able to operate this program. On behalf of the students, staff and parents at Agua Fria Elementary, I thank you for your consideration of this important and vital chance for our community to have an enriching and rewarding program this summer for our kids!

If you have any questions or concerns, please do not hesitate to contact me at [egorman@sfps.info](mailto:egorman@sfps.info) (email), 505-467-1300 (school phone number) or 505-690-8509 (cell phone number).

Sincerely,



Ed Gorman  
Director, Agua Fria Summer Program "Step Up!" and After School Program  
Agua Fria Elementary

## Evaluation Criteria

### 1. History/Background

The Agua Fria Summer Program was initiated last summer with the support of the County of Santa Fe. Our school had not had a summer program the year before because the school was supposed to be renovated (which never happened). Many students did not have the option of continuing and enriching their education during the summer. With the aid of the County we received last summer, we were able to service about 75 students. Our teacher, assistant and volunteer to student ratio was kept to approximately a 5 to 1 ratio which greatly enhanced our students' growth and enabled them to enjoy wonderful bonding experiences with high quality teachers, aides, foster grandparents and teen volunteers.

Our vision is to focus on the individual student and address their needs in their education. We believe that a truly educated child is one who is skilled in reading, writing, science and math. We also believe strongly in educating the "whole child". What that means is a child needs to be exposed to music, the arts, physical education and wellness and chances to get out and visit educational sites they normally would not get the chance to visit. We also are proponents of learning two languages and each class was made up of a combination of native English and native Spanish speakers.

We used data to help drive instruction, and all classrooms used a centers-based model where children were able to move throughout learning centers each morning addressing key targets in reading and math. A lot of material from the previous year was reviewed and new concepts were addressed to prepare the kids for the upcoming school year. We were able to incorporate technology to assist in addressing standards for each student. The educational component took place each Monday through Thursday morning. In the afternoons, the students moved through arts and crafts, physical education, gardening and science activities and a reading and game room. Each Friday we had field trips and were able to go to Explora Science Museum in Albuquerque, the Albuquerque Zoo, Rockin' Rollers Skating Arena, the New Mexico History Museum, the State Capitol Rotunda Building, and the Alto Street Pool. We incorporated community partners such as Cooking with Kids, Agua Fria Community Farm and even had Zumba classes for our students. Our parents were always welcomed to come join their children and our culminating celebration was a true community family event.

Our program this year will be based on the same model as last year's program. We were able to show 7 months of reading growth in the 2012 program for the average student as measured by the San Diego Reading Assessment. Our pre and post math data also showed increases in both speed and accuracy in math in all classes.

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

Our program, Step Up! will focus on students from ages 8 to 13. We will focus on educational needs, physical well being, developing strong fitness and nutrition routines and nurturing important relationships with qualified instructors, caring foster grandparents and successful high school teenagers.

We will use pre and post assessments to measure our effectiveness in reading, math and physical fitness. 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 will expose students to new individual and team sports, health and wellness, gardening and composting (which will be continued at home), cooperative games that encourage team work in a non-threatening environment and technology that addresses student needs and interests. The majority of our staff will be bilingual and the languages of English and Spanish will both be honored and respected as being important in our bilingual state. Families will be side by side with us on our field trips and our culminating celebration will include student performances along with a family feast.

The students will be assessed the first week of the program in reading, math and physical fitness. For reading, we will use the San Diego Reading Assessment. Our math assessment will focus on the key math facts needed for success at the next grade level and will be age appropriate. We will use the Presidential Fitness Index as our measurement tool for physical fitness.

### 3. Capacity and Capability

As Director of the Agua Fria After School Program for the past four years, we have continued to offer the highest in after school care in our community. We were able to successfully initiate a summer program last summer with very limited time to prepare and show remarkable success with 75 students.

Our staff will comprise of the following:

- 4 Certified Teachers with experience in dealing with English Language Learners and students with special needs
- 8 Recreational and Educational Aides with experience in successful school programs
- 4 Foster Grandparents who will assist teachers in small groups on a daily basis
- 4 Teen Volunteers who will also assist teachers and our afternoon aides on a daily basis
- 1 Director who will oversee all aspects of the program, including classroom instruction, recreational activities and field trips, pre and post assessments, secretarial duties, accounting, parent communication, community partnerships, parent involvement and discipline
- 1 Communities in Schools employee who will also focus on parental involvement and any family needs

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

We will open our enrollment to any County of Santa Fe student who can provide transportation to and from our program. Students in the Agua Fria zone will be able to use transportation services already in place for the K-3 Plus summer program also at our site with the same dates of operation. We will communicate our program via email with Santa Fe Public Schools if we qualify for our grant to ensure equity. We will also explore the possibility of putting out a Robo-call at that time.

All budgeting and accounting will be performed by Ed Gorman, the Director. We will use the same accounting system we currently 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 at the Santa Fe Public Schools. Attached please find the budget details. Parents will be expected to pay a \$20.00 registration fee and a \$100.00 tuition for the program. This will enable us to balance our budget based on enrollment of 80 students. No cash will be accepted with the exception of field trip fees. This will ensure a solid accounting system of all parent payments. Any student in the Adelante Program (homeless) will not be charged. Our goal of 100 students will enable us to offer scholarships to needy families in case the \$100.00 fee is not financially feasible.

#### 4. Past Record of Performance

Our Agua Fria After School Program is now in its 16<sup>th</sup> successful year. The City of Santa Fe helps fund our program during the school year, helping keep our parent payments to \$40.00 a week and \$20.00 a week for Medicaid recipients. Many of our community partners are impressed by our commitment to keeping our adult to student ratio low. Our ratios are 8:1 for Kindergarten through 2<sup>nd</sup> graders and 10:1 for grades 3 and above.

Many of our staff members are current or past employees of the Agua Fria After School Program (or returning employees from last year's Summer Program). All staff members must undergo a background check and fingerprinting and be approved by the Santa Fe Public Schools Human Resource Department before being allowed to work in our program.

As I have mentioned before, we were able to show remarkable strides in reading, math and physical fitness in the Summer of 2012 and I expect this trend to continue and grow especially given the fact that we will have more time to prepare for the program.

Our main challenge will be the short turn around time we will have if we secure this County Grant. We will have approximately 2-3 weeks to completely plan the entire program (but we did it last year in about a week).

I have 18 years of experience as a dual language teacher in Texas and New Mexico. I have received a "Teacher who Inspires" Award from Santa Fe Partners in Education along with multiple awards from the PNM Foundation for Excellence in Teaching. I approach our program as a teacher, not a Director, and offer any assistance in the daily activities of our students in both the educational and recreational sections of the day. I have successfully run our After School Program for the last four years and ran our Summer Program in the summer of 2012.

Our site administrator, School Principal Suzanne Jacquez-Gorman has included a letter of support for our program and it is included in this grant proposal.