

**SERVICE AGREEMENT
WITH POJOAQUE VALLEY SCHOOLS FOR THE
IMPLEMENTATION OF SUMMER EDUCATIONAL/RECREATIONAL
YOUTH PROGRAMS**

THIS AGREEMENT is made and entered into on this 10th day of June, 2013, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and **POJOAQUE VALLEY SCHOOLS**, located at 1574 State Road 502, Santa Fe, N.M. 87506 (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 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 12th 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: Pojoaque Valley Schools
1574 State Road 502
Santa Fe, New Mexico 87506

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, Pojoaque Valley Schools, located at 1574 State Road 502, Santa Fe, N.M. 87506 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

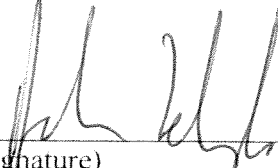
5/28/13
Date

Finance Department Approval


Teresa Martinez
Santa Fe County Finance Director

5/31/13
Date

CONTRACTOR:



(Signature)

5/28/13

Date

Adan Delgado

(Print Name)

Superintendent

(Print Title)

FEDERAL IDENTIFICATION NUMBER: 85-0166355

Pojoaque Valley School District

RESPONSE TO EVALUATION FACTORS

A. INFORMATION

Time Frame

Pojoaque Valley School District (PVSD) submits this proposal to the Santa Fe County Health and Human Services Department for funding to implement a **Summer Educational/Recreational Youth Program** for 100 children in Santa Fe County in grades 1-5. This proposal is responding to Request for Proposal (RFP# 2013-0318-HHS/PL). PVSD requests funding to hold a **Summer Educational/Recreational Youth Program** to begin on Monday, June 3, 2013 and to be held at the Ben Lujan Gymnasium at the Pojoaque Valley High School. PVSD requests funding for an initial term of one (1) year and also requests the option of three (3) additional renewal periods. PVSD is a public school district in Santa Fe County.

B. EVALUATION CRITERIA

1. History/Background

- ***Vision/Mission and Business Philosophy***

The vision/mission of PVSD is to ensure a quality education that inspires all students to succeed. We aim to deliver comprehensive educational excellence that prepares students for success through effective leadership and consistent well-integrated systems in collaboration with stakeholders. Our business philosophy is to advance student success through academic growth, achievement and well-being in collaboration with parent and community engagement.

The need to engage students in a **Summer Educational and Recreational Program** from the Pojoaque Valley and from Santa Fe County is great as demonstrated by the diverse culture, risk factors, school ratings, and demographics in the area. The vision/mission of our **Summer Educational and Recreational Program** will be to assist students in the areas of academics, physical activities, and social/emotional skill development. We are committed to delivering a structured variety of activities aimed at enhancing grade-level essential science, math and literacy skills, and improving overall health and wellness through fitness and nutrition education.

- ***Demographics/History***

PVSD is located in the northern portion of Santa Fe County. PVSD serves approximately 2,000 students in grades PreK-12, including students from six Native American Pueblos: Nambe, Ohkay Owingeh, Pojoaque, Santa Clara, San Idelfonso, and Tesuque, as well as the surrounding communities of: Arroyo Seco, Cuyumungue, and Cundiyo. The population is 70% Hispanic, 20% Native American, and 10% Caucasian. The percentage of students who qualify for free or reduced lunch PreK through third grade is 64% and fourth through fifth grade is 68%. Due to our high

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percentages of children who come from low-income families, two of our school sites qualify for a school wide Title I program.

As in most small New Mexico communities, our schools serve as the hub for not only education, but also recreation (sporting events), community and family gatherings in school sponsored activities, and for information regarding community interests through board meetings, parent meetings, and other functions. PVSD has five different school sites which include: Pojoaque Valley High School, Pojoaque Valley Middle School, Sixth Grade Academy, Pojoaque Valley Intermediate School, and Pablo Roybal Elementary School. All five schools in PVSD received a "C" rating on their School Grade Report Card for the 2011-2012 school year. Our schools have also been designated as not meeting Annual Yearly Progress (AYP) in the last two school years by the New Mexico Public Education Department. Student achievement objectives in the EPSS are considered low and students are not meeting these objectives in math or reading. The need for academic/ enrichment strategies is clearly evident.

2. Evidence of Understanding of the Scope of Work

- **Key Youth Program Elements & Goals**

We believe very strongly in early intervention and will include this as a key element in **Summer Educational and Recreational Program**. We will provide an interactive, engaging program with a focus on academics and physical activity to promote health, wellness, and nutrition. In addition, we will provide a social/emotional component to promote non-violence, bully prevention, and drug/alcohol prevention. Certified teachers will provide academic intervention/enrichment to support literacy, math, and science through hands-on activities and service learning projects.

Program goals include: 1) to provide a structured, fun, educational, and recreational 18-day program for 100 children in grades 1-5; and 2) to teach children the importance of physical fitness and nutrition, core educational activities, and health and mental health lessons.

- **Approach & Programming Strategies**

The PVSD summer program will offer activities for 100 children in grades 1 through 5. Youth will be separated by grade level and all educational and recreational activities will be provided be grade-level specific. The summer program will be very structured. The major emphasis of the program will be on recreational activities with a goal to improve health indicators for all youth. Recreational activities will take place primarily in the morning and will include basketball, kick ball, dodge ball and other sports activities. A field trip will be included during the summer to a local pool for swimming activities.

The afternoon session will include arts and crafts, educational activities and health/nutrition/mental health lessons. The program will provide enhanced science, math and language arts activities, adjusted to grade level. Introduction to dance and music will also be provided.

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Family engagement will be encouraged and included. Parents will be recruited to provide lessons on a variety of education, arts, health and nutrition topics and one 30-minute session each week during the summer program will be created and offered by one or more parents at each grade level.

- ***Techniques and Methods Affecting Health Indicators***

The PVSD summer program will focus on addressing obesity and substance abuse, two of the significant health indicators for youth in Santa Fe County. Recreational activities will be presented to teach children fun athletic-type games and activities, and how to play and move, as a means to be healthy. All meals and snacks provided by the program will be nutritious and healthy.

Educational activities provided in the afternoon will include a focus on nutrition, substance abuse and bully prevention. The Rio Arriba County WDI program will be recruited to provide a presentation about the dangers of drinking and driving. Children will be given information on how to protect themselves, if they are every in a vehicle with an impaired driver.

- ***Quality Components & Structure of the Program***

The program will begin on June 3, 2013 (the first Monday in June) and will conclude on Tuesday June 28, 2013. The program will operate for a total of 18 days. On June 13 and 14, 2013, the program will not operate, because of a basketball camp already scheduled for the Pojoaque Valley High School gym on those days. The program will make up these two days on June 27 and 28, 2013.

The program will begin at 8:00 AM and end at 1:30 PM each day.

Once children arrive, attendance will be taken and breakfast served. Meals will be prepared and served at the Ben Lujan Gymnasium.

Daily activities will begin with recitation of the pledge of allegiance, followed by exercise and stretching activities. Small group activities will then begin, in which children will be divided by grade level and each child will participate at their ability level. These activities will include basketball, volleyball, soccer, kickball, baseball and dodge ball. Large group activities will be held involving all students playing games, such as zone tag, relay races and other age-appropriate games.

Special activities and field trips will be undertaken, which will include a trip to the Dream Catcher Theater in Espanola to watch a family rated movie, one trip to the Pojoaque Wellness Center for swimming and one trip to the Strike Gold Bowling Alley. Field trips will be scheduled at one per week. An incentive and requirement for student's participation in the field trips will be regular and consistent attendance in the summer program.

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The program will provide an interdisciplinary mix of academic, enrichment, physical activities, and a social/emotional component to maximize its effectiveness for improved student academic achievement.

During the school year, PVSD participates in a school-wide lunch program and provides meals to students through the USDA Food and Nutrition Service on a reimbursement process for students who qualify for free & reduced meals. We will continue this program and provide two freshly cooked USDA approved meals (breakfast and lunch) for all students attending the summer program, in addition to a mid-morning juice/snack.

Our summer program will be housed at the Ben Lujan Gymnasium with occasional educational field trips. PVSD will rely on parents to drop off/pick up their children at the school, as they do for many other activities that the school sponsors. There is a designated pick-up and drop-off point at the school, which is apart from regular traffic. PVSD has a policy and practice for parents to follow in signing out their students. Buses and drivers will be available for transportation to and from organized educational field trips. Parents and students will be provided with a code of conduct for bus safety that students and parents must sign and agree to abide by. PVSD also has a background check policy for bus drivers and all staff and contractors who are in contact with students. Students will be supervised and monitored 100% of the time by the summer program staff while on campus and on educational field trips.

The proposed daily schedule for the program follows here.

8:00 – 8:30 AM	Free Play
8:30 – 9:00 AM	Breakfast/Free Play
9:00 – 9:20 AM	Pledge/Stretching Exercise
9:30 – 10:00 AM	First Rotation (follow the daily schedule posted) Physical Activities
10:00 – 10:30 AM	Second Rotation/Physical Activities
10:30 – 11:00 AM	Water and Bathroom Break
11:00 – 11:25 AM	Large Group Activity
11:30 – 12:00 PM	Lunch/Free Play
12:10 – 12:25 PM	Reading/Movie
12:25 – 1:20 PM	Art/Music/Science, Math, Language Arts/Mentor's Choice Board Games/Parent Presentations/Nutrition Education
1:20 – 1:30 PM	Dismissal

• *Measuring Results & Expected Outcomes*

PVSD has received numerous federal and state grants and is aware of data and reporting requirements for funded programs. The "primary purposes" of data collection and the "methods and parameters for reporting" as described in the Santa Fe County RFP for the summer program will be the reporting objectives of PVSD. The methods by which data will be collected, reported, and maintained include the following.

The Project Director will be ultimately responsible for all data gathering, analysis and

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summation processes. He/she will categorize the data according to type and grade level and will prepare a summary that meets the objectives of the program. PVSD will be using standardized assessment and short cycle assessment to monitor the progress of the program. Continuous improvement strategies will be used to make necessary changes to improve student performance.

Daily attendance will be taken and included in data analysis. Data will also be collected on student nutrition and health indicators based on their participation in programs. Post surveys will be given to students and parents to evaluate program success and areas in need of improvement.

PVSD will keep the community informed of the activities available in the program, the progress being made, and will solicit input from parents for improvements to the system. Oversight agencies and the school board will also be provided information regarding assessment data and achievement.

- ***Practices Affecting Health & Well Being***

Community-based programs, such as the Boys & Girls Club/ Before & After School Program, are tuition-based. Students who do not attend these programs have limited opportunities for academic support, structured physical activity, and social/emotional development hereby, continuing and/or furthering an achievement gap, increasing the chance for overall health concerns, underage consumption of alcohol, increasing use of drugs, and deviant behavior. The community has limited organized activities, and those available typically charge families for participation. The PVSD summer program will provide proven evidence-based practices for youth, including high-risk youth, in the community of Santa Fe County. Program strategies and activities have been practiced by PSVD in summer programs for 20 years and results of these programs have been positive. The proposed 2013 summer program will be a continuation of the evidence-based summer programs that PVSD has operated for the past 20 years.

- ***Parental Involvement***

Other than school-sponsored activities, there are limited programs in the community where parents and children can participate together. There is a tremendous need for programs to 1) build parent/child interaction, 2) provide support and resources to parents so that they become more involved in the child's education. The PVSD summer program will provide family engagement opportunities. As mentioned previously, parents will be recruited to provide one 30-minute presentation in each grade level, one time each week during the program. Parents will also be welcome to visit and participate in afternoon educational activities. Parents will be asked to assist with transportation and participation in scheduled field trips.

3. Capacity and Capability

- ***Organizational Experience***

PVSD has participated and offered a summer recreation program to the students of Santa Fe County since the early 1990s with success. Each summer program has

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included approximately 100 children in grants K-6. In addition, we are also experienced in facilitating after-school tutoring programs, which is offered at most school sites within the district. We currently offer a Before and After (B & A) program, which has extensive organizational experience. The B & A program is currently tuition-based and services students in K-6. Short-cycle assessment data have shown that these programs contribute to an increase in student learning and achievement.

- **Staff Experience**

Primary responsibility of the summer recreation program will fall under the Program Director, who will be under direct supervision of the PVSD Superintendent. The Director will oversee and monitor all day-to-day activities of the program including recruitment, hiring, training, assignment, and periodic evaluation of personnel; logistics; identifying and procuring resources (equipment, materials and supplies); coordination of offsite activities; coordination with partners; and soliciting support from new partners. The anticipated Program Director for our summer program has been coordinating activities and facilitating this program for years. She has a deep understanding of the program requirements, and is well versed in the expectations of the funding agency.

This program will employ one teacher and one mentor for each grade level 1-5. Teachers will be recruited and selected based on their experience in education and working with elementary students. Each teacher will be responsible for all students and activities in their assigned grade level. One mentor will be recruited for each grade level 1-5 and will support the teacher in all activities. Mentors will be high school students who are interested in education and have experience working with elementary age children.

All positions, administrative and instructional, will abide by PVSD' personnel policies and procedures for advertisement, recruitment, screening, interviews and selection and will be approved by the School Board. We anticipate that most of the applicants will be day school staff and faculty, however, it is not certain who will apply for these positions until they are advertised. We anticipate that the certified staff who will provide direct support and supervision of students during the summer recreation program will be teachers who are currently employed by PVSD, primarily at the two elementary schools. They will already have established relationships with some youth in the summer program, will have an awareness of their current levels of performance, and have access to their data which reflects areas of need/strengths.

Resumes for individuals already selected to work in the summer program are attached with this proposal.

- **Team Organization and Working Relationships**

All PVSD and school policies will be adhered to during the summer program to ensure a safe and conducive environment for learning. Students will be supervised by staff at all times. PVSD's current, established emergency procedures will be followed and practiced through drills and the Program Director will maintain documentation on these activities.

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- **Marketing Strategies**

Services will be advertised to youth who reside within Santa Fe County. We will collaborate with school counselors to actively recruit at-risk students who are struggling academically or socially. PVSD will produce flyers announcing the program and post them throughout Santa Fe County at locations frequented by families. This will include: area health clinics, doctor's offices, restaurant bulletin boards and other likely locations. PVSD will also work to place an advertisement for the summer program in the local newspaper in Pojoaque and in the Santa Fe New Mexican.

- **Budgetary and Accounting Practices**

PVSD's Fiscal Manager has a B.S. degree with majors in both Accounting and Business Administration. He is a licensed Certified Public Accountant with seventeen years of work experience in public education finance and another ten years in private school finance. Prior to that time, he worked seven years in public accounting in areas of auditing, tax preparation and client accounting services. He has been employed with PVSD since November 2010. He will be responsible for all budgetary and accounting activities connected with funding for the summer program.

PVSD uses the accounting software "Visions Enterprise Fund Accounting Software" that is maintained by Tyler Technologies. PVSD has been using the Visions accounting software for ten years. PVSD is current with all state reporting and required annual audits and continues to receive "Un-Qualified" (Clean) opinions on those fiscal reports.

- **Summer Educational and Recreation Program Proposed Budget**

Description	Budget
Salaries	13,614.00
Director's Salary	\$1,000.00
Transportation	\$1,500.00
Student Activity	\$2,500.00
General	
Supplies	<u>\$1,386.00</u>
	\$20,000.00

$\$14.00 \times 6\text{hrs.} \times 18\text{ days} = \$1,512.00 + \$344.74$ (benefits match-up)
 $= \$1,856.74 \times 5\text{ instructors} = \$9,283.70$

$\$8.00 \times 6\text{hrs.} \times 18\text{ days} = \$864.00 + \$2.00$ (workmen's compensation)
 $= \$866.00 \times 5\text{ mentors} = \$4,330.00$

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- ***In-Kind Contributions***

The PVSD is committed to the success of this program and will provide a 20% cash and/or in-kind contribution for this program. This will include \$2,500 (fair trade value) for use of the facilities to house this program which includes utilities and custodial/maintenance services incurred during the duration of the ***Summer Educational and Recreation Program***. In addition, PVSD will provide \$1,500 to support the salary/benefits for the Director of the program.

4. **Past Record of Performance**

- ***Program Experience***

PVSD has provided a ***Summer Educational and Recreation Program*** to the youth of Santa Fe County with funding from Santa Fe County for over twenty years. Our target population for these programs has been students in grades K-6 living in Santa Fe County. The emphasis of the program has been on physical activity with educational activities being implemented throughout the day. The program has provided a community service to the Pojoaque Valley and surrounding area by offering organized activities aimed at improving health, wellness, and academic support in an interactive, engaging learning environment to children in grades K-6. This summer program also has provided job opportunities for high school students to work as mentors on the program, giving them work experience and worthwhile and productive summer activities. PVSD is extremely experienced in offering the quality of summer program for youth and high-risk youth in Santa Fe County that has significant potential to improve health indicators for participating youth, while providing them a fun and educational program that will encourage family engagement.

Other Successes

PVSD has successfully offered and implemented a variety of additional summer programs which include the following:

- **Jumpstart Program** for students in grades 1-5 – this program offered students the opportunity to refresh their math and literacy skills through engaging activities in a small group setting prior to the school year starting.
- **Our Before & After (B & A) School Program** – offers care during the summer time and is tuition-based. The emphasis of the summer B & A program has been recreational with integration of math and literacy skill development.
- **PVSD athletic department** – has offered summer camps to engage students in a variety of structured team sports.

Challenges/Resolutions

One of the biggest challenges that we have experienced in developing and administering the summer program is providing competitive salaries for Instructional and Mentor positions. We have charged a minimal registration fee to parents to help offset the cost of running the program. The fee charged has been \$40 for a 4-week session with a sliding fee scale for parents with multiple children, a cost of \$2 per day to participate. For our 2013 summer program, we are reducing the length of the program

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to 18 days and we will ask parents to pay a \$30 fee for their child to participate, a cost of less than \$2 per day. Due to current funding constraints, PVSD will need to reduce the length of the program.

Another challenge for the summer program has been transportation. Because of limited funding and rising costs of transportation, we have been unable to provide this service which has probably impacted enrollment. However, many of our supplemental or enrichment programs offered through the various school sites have required parents to drop off/pick up students from these activities because of the same transportation issues and this has been the procedure that has been followed.