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December 18, 2007

Pamela Wright
Purchasing Office
Gadsden Independent School District
P.O. Drawer 70
Anthony, NM 88021

Dear Ms. Wright,

I am writing to confirm and document our agreement regarding the services that the Vera Institute of Justice, Inc. ("Vera") will provide for the "Promise for Success Initiative Needs Assessment and Strategic Planning" project of the Gadsden Independent School District ("GISD"), pursuant to RFP No. 07-08-13.

I. Scope of Work

Vera will work with the GISD and collaborating county stakeholders to create a comprehensive, community-based strategic approach to support the reduction of incidence and severity of delinquency, abuse and neglect, truancy, substance abuse, gangs, runaways, school failure, and other problems, and to facilitate an increase in the level of parental responsibility in Doña Ana County, New Mexico.

Specifically, pursuant to the Scope of Work contained in the Gadsden Independent School District Request for Proposal 07-08-13 (attached as Appendix A), Vera will accomplish the following tasks:

Task 1: Steering Committee Coordination and Public Outreach, including:

- a) establishing a communication forum for regular information exchange between Vera, its local consultants, Steering Committee participants, and other stakeholders as appropriate;
- b) coordinating/facilitating project organizer meetings, if necessary including a project organizer meeting with Vera staff in New York City, and at least five group meetings throughout the course of the project year, to be conducted in or about January 2008, April 2008, June 2008, October 2008*, and December 2008*; and
- c) organizing, publicizing and conducting at least two public meetings over the course of the project year, to be conducted in or about April 2008 during the Needs Assessment Task (Task 2, below) and in or about December 2008 during the Strategic Plan Task (Task 6, below)*

Deliverables for Task 1 include a Steering Committee Participant List with contact information and documentation of all Public Meetings conducted

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(including the Announcement, Attendance List, and Summary of Outcomes for each Public Meeting).

Task 2: Needs Assessment, including:

- a) defining the target population, by conducting two complementary investigations to effectively define the target population to support identification of service needs;
- b) identifying the needs of the target population, using public and administrative data sources, existing studies, interviews with system-involved families, and interviews with key stakeholders; and
- c) identifying and prioritizing a set of needs ("Needs Profile"), based on the above, identifying the most common presenting problems and issues, identifying interrelationships between these needs and broader social issues.

The deliverable for Task 2 is a Needs Profile, to be presented in or about June 2008, provided that Vera timely receives access to the data described herein.

Task 3: Inventory of Services, including:

- a) identifying and creating an inventory of current existing services available in Doña Ana County, with an eye toward identifying which services are working best for youth in the County, and in consideration of the needs identified in the Needs Assessment, described above; and
- b) after generating the inventory of services, integrate the services into a graduated continuum of services currently provided in Doña Ana County, sorting available programs by level of intensity and by target population ("Inventory of Existing Services").

The deliverable for Task 3 is an Inventory of Existing Services, to be presented in or about June 2008, provided that Vera timely receives access to the data described herein.

Task 4: Gap Analysis, including:

- a) comparing the Needs Profile to the Inventory of Existing Services, to identify service gaps, service redundancies, and areas where service provision matches the relevant need ("Analysis"); and
- b) developing a set of recommendations for enhanced service delivery, including a feasible timeline for completing the work ("Recommendations").

The deliverable for Task 4 is a presentation of the Analysis and Recommendations, to be presented in or about June 2008, provided that Vera timely receives access to the data described herein.

Task 5: Investigate Program Models and Best Practices, including:

- a) researching, based on Vera's institutional knowledge and additional review and synthesis of existing local studies and additional comprehensive research, evidence-based, nationally-recognized and ranked program models and best practices aimed at mitigating the gaps identified in Task 4, above; and
- b) providing a report detailing Vera's findings (including studies, evidence, and other quantification of program effectiveness), and preliminary recommendations for incorporating these findings to address service gaps.

The deliverable for Task 5 is a presentation of the Findings and Recommendations described above, to be presented in or about June 2008, provided that Vera timely receives access to the data described herein.

Task 6: Develop Strategic Plan*, including:

- a) developing a comprehensive strategic plan, based on the data collection, research, and analyses conducted in Tasks 1 through 5, above, as outlined in the attached Proposal.*

Deliverables for Task 6 include a draft (to be presented in or about August 2008)* and final (to be presented in or about October 2008) plan.*

Task 7: Resource Applications*, including:

- a) identifying and prioritizing available and relevant funding source applications, and conducting quality control and review in the completion of these applications to facilitate the implementation of the recommendations of the Strategic Plan developed in Task 6, above.*

Deliverables for Task 7 include identification and prioritization of promising sources of funding in or about April or May 2008, and completed applications for available and relevant funding sources (to be presented in or about December 2008).*

Additional Deliverables: In addition to the task-specific deliverables described above, Vera will submit monthly progress reports following the close of each month of the Contract Period as described in Section III, below.

*Note: items within this scope of work designated with an asterisk will be performed by Vera only if the contract period is extended through December 31, 2008, as described in Section III, "Contract Period and Cancellation," below.

II. Payment

For completion of these services, GISD agrees to pay Vera \$224,775, according to the following task-based schedule:

- For Task 1, a total of \$45,805, billable upon completion of that task, but in no case later than December 31, 2008. If the Contract Period is not extended through December 31, 2008, as described in Section III, then a total of \$27,483 will be billable upon the first three group meetings, and the first public meeting described in Task 1, and in no case later than, June 30, 2008;
- For Task 2, a total of \$58,467, billable upon completion of that task, but in no case later than June 30, 2008;
- For Task 3, a total of \$22,196, billable upon completion of that task, but in no case later than June 30, 2008;
- For Task 4, a total of \$25,429, billable upon completion of that task, but in no case later than June 30, 2008;
- For Task 5, a total of \$26,646, billable upon completion of that task, but in no case later than June 30, 2008;

- For Task 6, a total of \$32,132, which will be due to Vera only if the Contract Period is extended through December 31, 2008, as described in Section III, and payable to Vera upon completion of that task, but in no case later than December 31, 2008; and
- For Task 7, a total of \$14,099, which will be due to Vera only if the Contract Period is extended through December 31, 2008, as described in Section III, and payable to Vera upon completion of that task, but in no case later than December 31, 2008.

III. Contract Period and Cancellation

The agreement described in this letter (the "Agreement") is effective for a period of six months, from January 1, 2008 through June 30, 2008. Provided that GISD is able to secure permission during the 2008 Legislative session of the New Mexico State Legislature to extend the term of the Agreement, and provided that Vera and GISD mutually agree in writing, the Agreement may be extended for up to an additional six months, until December 31, 2008.

This Agreement may be cancelled for material breach of this agreement, or if the actions or inactions of either party make performance of the work described above impossible within the contract term (such as, failure of GISD to timely deliver data to Vera), by either party, upon 30 days' written notice to the other party. In the event of cancellation by either party, no future payments will be due to Vera after the 30-day cancellation period and no further work will be performed by either party after the passage of the 30-day cancellation period.

IV. Insurance and Indemnification

Attached to this letter of agreement, please find a certificate of insurance naming the Board of Education of Gadsden Independent School District as Certificate Holder, and referencing RFP No. 07-08-13, according to the specifications required by that RFP.

Vera assumes liability for all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death), or damages or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of work by Vera and its agents and employees, including losses, expenses or damages sustained by GISD. Vera undertakes and agrees to hold harmless GISD and its Board of Education, individually and collectively, and the officers, agents and employees of GISD, from any and all such losses, expenses, damages (including loss of use) and to pay all damages, judgments, costs and expenses, including attorneys' fees, in connection with said demands and claims resulting therefrom. Any claims against GISD must be filed with the State of New Mexico.

GISD assumes liability for all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death), or damages or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of work by GISD and its agents and employees, including losses, expenses or damages sustained by Vera. GISD undertakes and agrees to hold harmless Vera and its Board of Trustees, individually and collectively, and the officers, agents and employees of Vera, from any and all such losses, expenses, damages (including loss of use) and to pay all damages, judgments, costs and expenses, including attorneys' fees, in connection with said demands and claims resulting therefrom.

V. Execution of Contract

We are sending two copies of this letter to you. If GISD agrees to the terms set forth above, please have each copy signed by an authorized representative of GISD where indicated below, return one copy to me, and keep one copy for your files.

We are looking forward to assisting GISD with this important work.

Karen Goldstein

Karen Goldstein
General Counsel, Vera Institute of Justice

Accepted and agreed to this ____ day of ____, 2007, by:

Cynthia Nava
Superintendent, Gadsden Independent School District