

Invoices shall reference this Agreement number (K12-017), shall contain such documentation as YDI may require, including as a signature of the coordinator on the invoice indicating work was performed satisfactorily and approval is given for payment and shall be mailed to:

Youth Development, Inc.
C/o Accounts Payable;
6301 Central Avenue NW;
Albuquerque, New Mexico 87105;
Attention: Accounts Payable Supervisor

5.1 Within thirty (30) days after receipt of such invoice, YDI shall pay the full amount of the invoice; however, if YDI objects to all or any portion of the invoice, it shall so notify GISD of the same within five (5) days after receipt and shall pay only that portion of the invoice not in dispute, and the Parties shall immediately make every effort to settle the disputed portion of the invoice.

6. The compensation provided herein includes, and GISD shall be liable for and shall pay and shall indemnify, defend, and save YDI harmless from, all taxes which may now or hereafter be imposed by law with respect to the performance of Work herein, or to any material, supplies, and equipment furnished in the performance of Work herein, including any interest or penalties imposed thereon.

6.1 YDI shall reimburse GISD for any applicable New Mexico gross receipts taxes to be paid by GISD relative to this Agreement, and on all invoices to YDI, GISD shall separately show all such New Mexico gross receipts taxes charged to YDI. Charges not subject to New Mexico gross receipts tax shall be separately stated, and no New Mexico or other jurisdiction's gross receipts, compensating, or use taxes shall be charged to YDI relative to this Agreement. GISD shall utilize appropriate New Mexico Nontaxable Transaction certificates where applicable to minimize New Mexico gross receipts taxes.

7. Any formal notice, demand, or request provided for in this Agreement shall be deemed properly made if personally delivered, or sent by registered or certified mail, postage prepaid, to the person specified below. Nothing contained herein shall preclude the transmission of routine invoices or correspondence, messages, and information between the respective Parties hereto, either at the Work site or at their respective home offices, by an official of either Party or their representatives.

To GISD: Gadsden Independent School District
4950 McNutt Road
Sunland Park, NM 88063
Attention: Dr. Cynthia Nava, Superintendent

To YDI: Youth Development, Inc.
6301 Central Avenue NW
Albuquerque, NM 87105
Attention: George J. Bello, Purchasing Director

8. At any time or times, but not later than three (3) years after final payment under this Agreement, YDI or its sponsor or the Comptroller General or their designees may make such audit of the invoices or vouchers and substantiating material (including time records) as deemed necessary by YDI. Each payment theretofore made shall be subject to reduction to the extent of amounts which are found by YDI not to have been properly payable, and shall also be subject to reduction for overpayments, or to increase for underpayments, on preceding invoices or vouchers.

9. Without limiting any of the other obligations or liabilities of GISD, GISD shall at its own sole cost and expense during the term of this Agreement, procure and maintain in force, or cause to be procured and maintained in force, comprehensive public liability, automobile liability, workers' compensation and employer's liability insurance covering all performance under this Agreement, in such amounts and with such terms as YDI's Central Purchasing Division shall reasonably require, but in no event less than insurance customarily carried by prudent persons or businesses in GISD's industry.

GISD's Initials _____ YDI's  _____

Coverage shall be written by an insurance carrier with a policyholder's rating of at least "A" and a financial rating of at least "X" in accordance with the most recent A.M. Best rating. Certificates of such insurance shall be filed with YDI's Central Purchasing Division prior to the commencement of any Work hereunder and shall provide that the evidenced insurance shall not be canceled without thirty (30) days prior written notice to YDI.

10. GISD agrees to assume full liability for and agrees to protect, defend, indemnify, and save YDI harmless from any injury, death, loss, damage, claims, expenses (including reasonable attorney fees), suits, demands, judgments and causes of action of any nature arising as a result of operations hereunder by GISD.
 - 10.1 This indemnity provision shall apply equally to injuries to GISD's employees.
11. GISD shall be an independent GISD with respect to the performance of all Work entered into hereunder and neither GISD nor anyone used or employed by GISD shall be deemed for any purpose to be the employee, agent, servant, or representative of YDI in the performance of any Work in any manner dealt with hereunder.
12. GISD shall not assign nor subcontract this Agreement or any part hereof without the written consent of YDI.
13. All material or property received by GISD is and shall be treated as the confidential property of YDI. GISD shall exercise at least the same degree of care to safeguard the confidentiality of the material or property received as GISD would exercise to safeguard its own confidential material or property. Neither the material nor property received hereunder shall be disclosed, except as provided herein, or in any way disclosed to any third party, in whole or in part. Such prohibition on disclosure shall not apply to disclosures by GISD to its employees.
 - 13.1 GISD shall not make any verbal or written statement to any press or news media, relative to the Work under this Agreement, without first obtaining specific written approval thereof from YDI.
 - 13.2 GISD agrees to abide by all of YDI's program's Standards of Conduct.
14. This Agreement shall in all respects, be interpreted and construed and the rights of the Parties hereto shall be governed by New Mexico law.

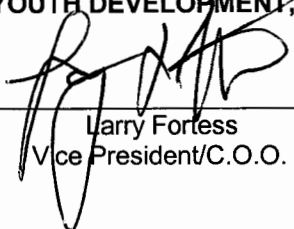
This Agreement constitutes and expresses the entire agreement between the Parties with respect to the subject matter; all prior agreement, representations, statements, negotiations and undertakings are superseded hereby. This Agreement may not be modified nor amended except by written instrument executed on behalf of each Party by an officer or other duly authorized representative.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first set forth above.

GADSDEN INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Cynthia Nava
Superintendent

YOUTH DEVELOPMENT, INC.

By: _____

Larry Fortess
Vice President/C.O.O.

Fed Tax ID# : 85-6000313

Youth Development Inc.
Gadsden Independent School District
Elev8 Extended Learning Scope of Work Attachment "A"
Contract K12-017

As part of a national movement and an integrated service delivery system, extended learning providers will deliver afterschool, before school, and summer intensive camps (where feasible and based on resource and leverage) to middle school students. Extended learning services will be delivered based on assessment of need and outreach efforts to ensure targeted support. Extended learning services are designed to give more time for learning at a critical transition period for adolescents who have varied interests and need a variety of supports to help them enter high school at grade-level..

Extended Learning intensity/dosage:

- Deliver program on a range of 6-10 hours per week
- Plan a summer intensive for 1-2 weeks in the summer months, outreaching to community partners and the district to support a leveraged summer program where feasible.
- Maintain 1:15 staff to student ratio for each day of program delivery
- Serve 65-75 students per day

Program Structure Expectations:

- Administer MicroSociety program under the direction of the Elev8 Deputy Director.
- Coordinate service delivery with school based health, family engagement, and other afterschool programs in the school
- Funnel all service requests and information through the Elev8 Community Engagement Coordinator.
- Conduct necessary outreach and engagement activities/events to engage, recruit, and retain students.
- Document a success and/or challenge/solution story monthly.

Assuring promising-practice and efficiency efforts in the following areas:

1. Adhere to umbrella Memorandum of Understanding between Elev8 NM and the School District.
2. Comply with district and school-level policies and procedures (may include but not limited to all district/school mandated orientation and permission/release forms).
3. Align all programmatic content to district/school curriculum maps and school goals.
4. Budget for and assure background checks and fingerprinting of all extended learning staff and volunteers per district policy.
5. Document and share best and promising practices with other extended learning providers through mid- and end-of-year reporting, and at integration meetings.
6. Coordinate/collaborate services with existing school and community programs.
7. Assure that all direct service staff are equipped with appropriate technology to complete all necessary duties (i.e. computers and/or additional technology, access to funding, supplies, etc).
8. Budget to assure that all necessary workspace (office furniture, storage, etc.) and supplies (copy services, office supplies, volunteer, etc.) are provided through program funding.
9. Assure that materials, equipment, technology, and supplies secured through Elev8 NM direct/related funding remain at the Elev8 School in working order in the event the Elev8 funded partner transitions from the school site.
10. Attend Elev8 NM regular integration meetings and cross-site meetings, budgeting for attendance for lead provider and/or appropriate staff.

11. Ensure that all direct service staff participate fully in Elev8 NM Extended Learning quality building professional development trainings or equivalent - budgeting for attendance for appropriate staff.
12. Ensure all direct service EL staff receives annual continuing education in cultural competency practice
13. Participate fully in the Elev8 NM Extended Learning continuous improvement process (Self-Assessment process [ELSA] two times per school year (fall/spring); External observation annually).
14. Support data collection efforts through training, reporting, advisement, and addressing data development efficiency efforts. Including but not limited to: accessing required school level data and participating in Elev8 student surveys.
15. Attend periodic data development meetings and trainings
16. Submit Elev8 approved applications and completed consent forms to be submitted on the 15th of each month, as well as enrollment/attendance data to be current each Monday in the PROMIS database.
17. Participate in qualitative research/evaluation efforts to include focus groups, as necessary.
18. Engage in leveraging and fundraising efforts, to support raising 25% of the resources needed to sustain Extended Learning services at the existing Elev8 sites.
19. Ensure that all Elev8 NM funded salaries provide direct support to Elev8 NM funded programs through individual scopes of work detailing said connection.
20. Assure that all service communication aligns with the Elev8 brand and message, include Elev8 NM logo on all Elev8 linked services.