

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, #16-924-00145, is entered into by and between the State of New Mexico Public Education Department (PED), hereinafter referred to as the "DEPARTMENT," and Gadsden Independent Schools, a public entity, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the DEPARTMENT is the state department designated to receive federal funds as part of the Elementary and Secondary Education Act (ESEA), Title IV, Part B for 21st Century Community Learning Centers for the establishment and maintenance of 21st Century Community Learning Centers (CCLC) statewide that serve students who attend high poverty and low performing schools; and

WHEREAS, the CONTRACTOR has competed and been selected through a Request for Proposal process, to deliver a quality 21st Century Community Learning Center Program; and

WHEREAS, the DEPARTMENT desires to engage and the CONTRACTOR is willing to provide certain portions of the DEPARTMENT'S program;

NOW THEREFORE, the DEPARTMENT and the CONTRACTOR in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

I. Period of Agreement.

This Agreement shall become effective when signed by both parties and shall terminate on **June 30, 2016**, unless terminated pursuant to Article VII, *infra*.

II. Statement of Work.

The CONTRACTOR shall provide the program of services as set forth in the scope of work which is attached hereto as "**EXHIBIT A – STATEMENT OF WORK**" and incorporated herein by reference, unless amended or terminated pursuant to Article VII, *infra*. In consideration for the provision of those services, the DEPARTMENT agrees to purchase and the CONTRACTOR agrees to perform the services identified in the Statement of Work and provide documentation as identified in "**EXHIBIT B – DELIVERABLE CALENDAR**."

III. Limitation of Cost.

The total amount of the monies payable to the CONTRACTOR under this Agreement shall not exceed **eight hundred seventy six thousand nine hundred ninety nine dollars (\$876,999.00)**. The annual budget is attached hereto as "**EXHIBIT C – FINANCIAL INFORMATION SHEET**" and incorporated herein by reference.

IV. Payment.

The DEPARTMENT shall make monthly payments to the CONTRACTOR for services and costs specified in "**EXHIBIT C**." The CONTRACTOR shall submit certified and documented

invoices and vouchers monthly for actual work performed and expenses incurred to the DEPARTMENT. The invoices must include the agreement number for which services have been rendered, the DEPARTMENT purchase order number and should be submitted on the DEPARTMENT's Operating Budget Management System (OBMS). Contractor access to the OBMS software will be facilitated by the 21st CCLC state coordinator in partnership with Fiscal Grants Management Bureau. The 21st CCLC state coordinator and the Fiscal Grants Management Bureau will individually implement a monitoring system to randomly select contractors to provide additional supporting documentation for submitted invoices. The CONTRACTOR's failure to submit such invoices and supporting documentation to include expenses, as requested by the DEPARTMENT, within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the DEPARTMENT.

V. Return of Funds.

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the CONTRACTOR to the DEPARTMENT.

VI. Appropriations.

Performance under this Agreement is contingent upon sufficient authority and appropriations granted by the US Department of Education to the DEPARTMENT.

VII. Termination of Agreement.

The DEPARTMENT may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the DEPARTMENT's uncured, material breach of this Agreement. **By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.**

VIII. Funds Accountability.

The parties shall provide for strict accountability of all monies made subject to this Agreement. The CONTRACTOR shall maintain fiscal records, follow generally accepted accounting principles and account for all receipts and disbursements of funds transferred to the CONTRACTOR pursuant to this Agreement.

The CONTRACTOR will provide fiscal documentation through the OBMS system as required by the DEPARTMENT, using Offeror-purchased software that includes a *systems generated report* with each request for reimbursement that illustrates: 1) time/date; 2) original, adjustments and current budget amounts; 3) current end year-to-date expenditures; 4) budget balance (budget minus expenditures); 5) encumbrances; 6) budget balance that represents the budget, minus the expenditures, plus encumbrances; and 7) budget balance percentage remaining. Training on fiscal requirements will be provided by the 21st CCLC state coordinator in partnership with Fiscal Grants Management Bureau.

The CONTRACTOR will include all monies made subject to this Agreement in the annual audit and will provide the DEPARTMENT with a copy of the annual audit.

IX. Maintenance of Records.

The DEPARTMENT shall maintain records as required of any administering state agency pursuant to applicable state law and regulation. The CONTRACTOR shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three (3) years.

X. 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 DEPARTMENT or as required by a court of competent jurisdiction.

XI. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

XII. 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 prior written approval of the DEPARTMENT.

XIII. Applicable Law.

This Agreement shall be governed by the laws of the United States and the State of New Mexico.

XIV. Acquisition of Property.

The parties agree that neither party shall acquire any property as the result of this Agreement.

XV. Liability.

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

XVI. Execution of Documents.

The DEPARTMENT and the CONTRACTOR agree to execute any document(s) necessary to implement the terms of this Agreement.

XVII. Sub-Contracts.

The CONTRACTOR shall be ultimately responsible for all items enumerated in the Statement of Work (Exhibit A) of this Agreement.

The CONTRACTOR shall seek advance approval from the DEPARTMENT of all sub-contracts, including qualifications and job descriptions for any professional service sub-contract.

XVIII. Equal Opportunity Compliance.

The CONTRACTOR agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the CONTRACTOR agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

XIX. Workers' Compensation.

The CONTRACTOR agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the DEPARTMENT.

XX. Lobbying Certification.

The CONTRACTOR, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

IN WITNESS WHEREOF, the DEPARTMENT and the CONTRACTOR have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

CONTRACTOR:

[Handwritten Signature]
Contractor

Superintendent +
Printed Title of Authorized Signatory

Date: 6/23/15

DEPARTMENT:

[Handwritten Signature]
Hanna Skandera
Secretary of Education

Date: 7/7/15

[Handwritten Signature]
Agency's Legal Counsel -
Certifying legal sufficiency

Date: 7/2/15

EXHIBIT A - STATEMENT OF WORK

The purpose of this agreement is to create community learning centers that will provide students with a broad range of exceptional school-linked learning and developmental opportunities, designed to complement the students' regular academic program. Community learning centers must also offer families of participating students literacy and other educational services (Title IV, Part B, Sec.4201 (a)). Programming provided must support local schools in preparing students with age-appropriate knowledge, attitudes and behaviors to succeed at college, in a career, and in life. Enrichment activities provided must be innovative, interactive, research-based and support positive youth development. Academic opportunities provided must support student academic growth in meeting the Common Core State Standards (CCSS) in core academic subjects, such as reading and mathematics. Diverse stakeholders within each community should be involved in the planning and the delivery of the services. Programming may be provided during non-school hours or at times when school is not in session, such as before and after school, holidays, weekends or summer recess; to support expanded learning time during the school day (New Mexico Elementary and Secondary Education Act (ESEA) Flexibility Request, February 15, 2012); or both. Community learning centers can be located in elementary or secondary schools or other similarly safe and accessible facilities (Title IV, Part B, Section 4204 (c)). The DEPARTMENT-supported community learning centers shall serve students at no cost to the parents.

The contractor shall:

1. Seek advance approval from the DEPARTMENT of all sub-contracts, including qualifications and job descriptions for any professional service sub-contract.
2. Provide 21st Century Community Learning Center (CCLC) services to students who attend the following DEPARTMENT-identified and approved targeted high poverty and low-performing schools: Chaparral Elementary School, Mesquite Elementary School, Riverside Elementary School, and Chaparral Middle School in the Gadsden Independent School District.
3. Meet and document, at a minimum, the program delivery requirement at each community learning center, two (2) hours per day, four (4) days per week for a minimum of thirty (30) weeks.
4. Provide, as appropriate, 21st CCLC programming during non-school hours or periods when school is not in session, such as before and after school, holidays, weekends or summer recess; to support expanded learning time during the school day; or both.
5. Provide US Department of Agriculture approved snacks and meals, as appropriate, for participating students using resources other than 21st CCLC funds.
6. Provide 21st CCLC programming at no cost to the parents.
7. Maintain and implement a DEPARTMENT-approved *Transportation Plan* that addresses how students participating in the program will travel safely to and from the community learning center(s) and home.
8. Demonstrate and document partnership(s) with participating community resources, including but not limited to:
 - a) partnering with other agencies serving children;
 - b) securing volunteer staff;
 - c) receiving tangible resources that expand and enhance program delivery; and
 - d) creating other partnerships that enhance sustainability and quality of services provided.

9. Demonstrate and document partnership(s) with participating local education agencies and principals from targeted schools, including but not limited to:
 - a) establishing how the link between the school day and the 21st CCLC program will be maintained;
 - b) identifying processes to secure and maintain school administrative and teacher support;
 - c) identifying the resources that will be shared between the school and the 21st CCLC and at what mutually designated intervals;
 - d) scheduling mechanisms for communication between participating parties; and
 - e) proposing how student data will be shared between the school and the 21st CCLC program to evaluate impact.
10. Maintain an annual formal agreement(s) (e.g. Memorandum of Understanding, contracts, etc.), as required by the DEPARTMENT, between participating schools and the community partnerships developed on behalf of the 21st CCLC.
11. Maintain and implement a DEPARTMENT-approved *Sustainability Plan* with documented ongoing activities that support how the community learning center(s) will continue after funding ends.
12. Maintain and implement a DEPARTMENT-approved *Communication Plan* that addresses how information about the community learning center and its location will be disseminated to the community in an understandable and accessible way, including meeting the needs of homeless, bilingual, Native Americans and private school parents.
13. Maintain and implement a DEPARTMENT-approved *Private School Plan* that addresses how the 21st CCLC program will provide equitable services and opportunities for participation by private school students within the service area of the targeted schools.
14. Increase attendance in the 21st CCLC program of students overall, and within the specific populations below, for thirty (30) or more days during the year for maximum benefit, by students who are:
 - a) homeless;
 - b) English Language Learners;
 - c) Native Americans;
 - d) students with disabilities; and
 - e) students in the lowest 25% quartile of achievement.
15. Recruit families of participating students to participate in the literacy and educational services provided for them by the 21st CCLC(s).
16. Provide DEPARTMENT–approved balanced program offerings aligned to both the needs assessment results and the school day instruction, which include all of the following:
 - a) academic enrichment opportunities such as individual tutoring, reading interventions, homework help and other academic activities that meet Common Core State Standards (CCSS) in core academic subjects, such as reading and mathematics;
 - b) regular, ongoing activities that specifically address obesity prevention that includes both nutrition education and physical activity;
 - c) a broad array of programming that fosters positive youth development, including but not limited to: cultural appreciation; drug and violence prevention; counseling; art; music; technology education; and character education; and
 - d) adult literacy and educational services that meet the needs of families of participating students.

17. Provide support for struggling readers with early interventions aligned with the school day learning.
18. Provide access to learning and developmental opportunities for children with disabilities.
19. Provide a program director who will be responsible for providing leadership to the program and will ensure quality control of the following:
 - a) 21st CCLC(s) achieve established objectives and meet state deliverables, including data delivery;
 - b) adequate staff and student resources at each 21st CCLC(s);
 - c) adoption of protocols to ensure secure and safe environments, including background checks for paid staff and volunteers who work directly with students;
 - d) at least two annual quality professional development activities for all 21st CCLC staff at all funded 21st CCLC(s); and
 - e) at least one site visit to each site center within the grantee program per semester, Fall/Spring, and one site visit during Summer programming, administering evaluation, protocol, and observational tools per site center visit.
20. Provide fiscal documentation, as required by the DEPARTMENT, with CONTRACTOR required purchased software that includes a *systems generated report* with each request for reimbursement that illustrates: 1) time/date; 2) original, adjustments and current budget amounts; 3) current and year-to-date expenditures; 4) budget balance (budget minus expenditures); 5) encumbrances; 6) budget balance that represents the budget, minus the expenditures, plus encumbrances; and 7) budget balance percentage remaining. Training will be provided by the 21st CCLC state coordinator in partnership with the Fiscal Grants Management Bureau on the reimbursement process.
21. Ensure funds appropriated will be used to supplement, and not supplant, other federal, state, and local public funds expended to provide programs and activities authorized under ESEA and other similar programs.
22. Meet all required federal reporting and documentation requirements, as applicable, in the Education Department General Administrative Regulations.
23. Use software designed to allow compliance with the designated federal information collection system. 21st CCLC State Coordinator will disseminate purchasing information to allow 21st CCLC grantees local procurement compatible with DEPARTMENT internal processes.
24. Submit the required data in a timely manner, as identified by the DEPARTMENT, to include but not limited to: 1) levels of funding; 2) extent of community partnerships; 3) basic center operations; 4) rates of student attendance; 5) staffing configurations; 6) activities offered by the centers; 7) changes in grades and/or state assessment scores among attending students; and 8) improved classroom outcomes of attending students. Data delivery dates are included in **“EXHIBIT B – DELIVERABLE CALENDAR.”**
25. Participate in the DEPARTMENT’s evaluation process and report data to the state evaluation contractor on the state identified quality program indicators, including but not limited to:
 - a) percentage of students attending the program from the student population of participating schools;
 - b) percentage of students attending thirty (30) or more days at the community learning center;
 - c) change in the students’ grades and/or scores on the New Mexico Standards Based Assessment or comparable standardized assessment;
 - d) change in student classroom behavior;

- e) change in student completion of homework;
 - f) change in student school absenteeism; and
 - g) change in student promotion.
26. Disseminate and collect DEPARTMENT approved surveys during the 2015 fall semester and 2016 spring semester that ensure the following return rates:
- a) parent surveys - 50% of parents of total enrolled students;
 - b) student surveys - 75% of total enrolled students;
 - c) team member surveys – 100% of staff; and
 - d) (spring semester only) teacher surveys - 75% of school teachers who serve students in the program.
27. Participation in DEPARTMENT–identified continuous quality improvement processes and documented implementation of federal and state-identified best practices.

Exhibit B: Deliverable Calendar for 21st Century Community Learning Center Programs FY16

EZ Reports Set-Up	Two weeks after program start date	Grantee and site level AY 15-16 information input in EZ Reports
Attendance	2 nd and 4 th Friday of each month	All attendance should be up to date in EZ Reports
State Webinar	August 4, 2015 4:00 PM	Program launch and logistic documents
Regional Training	August 21, 2015	Program directors and site coordinators in Eastern New Mexico
QMC Call	Monthly	PD check-in with QMC to discuss data (attendance, grade, action steps)
Regional Training	August 22, 2015	Program directors and site coordinators in Central New Mexico
Regional Training	August 29, 2015	Program directors and site coordinators in Western New Mexico
State Webinar	September 1, 2015 4:00 PM	Federal data requirements throughout the year and site observation Expectations
Regional Training	September 4, 2015	Program directors and site coordinators in Northwestern New Mexico
Regional Training	September 11, 2015	Program directors and site coordinators in Northeastern New Mexico
Regional Training	September 17, 2015	Program directors and site coordinators in Southern New Mexico
Program Launch Documents	September 18, 2015	Program launch documents should be completed and uploaded into EZ Reports <ul style="list-style-type: none"> a. Signed Program Delivery Assurance Forms b. Signed Subcontractor Assurance Forms c. Communication Plan d. Safe and Accessible Facility Plan e. Private School Plan and Sustainability f. Memorandum of Understanding (if applicable)
State Webinar	October 6, 2015 4:00 PM	TBD
Program Logistic Documents	October 16, 2015	Program logistic documents should be completed and uploaded to EZ Reports <ul style="list-style-type: none"> a. Meals and Snack Plan b. Transportation and Safety Plan
Fall into Place	October 23 - 24, 2015	TENTATIVE DATES: Fall into Place Conference (Required attendance PD +1)
Federal Data	October 30, 2015	Federal data reported: Attendance & Q1 grades complete
State Webinar	November 3, 2015 4:00 PM	TBD
State Webinar	December 1, 2015 4:00 PM	Spring Action Plans: Using data to drive program quality
Fall Surveys Completed	December 18, 2015	Fall Surveys completed <ul style="list-style-type: none"> a. Students b. Parents c. 21st CCLC team members
Professional Development	By December 31, 2015	AT LEAST one fall professional development training facilitated by funded partner for 21 st CCLC team with trainer's guide/ agendas/ sign-in sheets uploaded into EZ Reports.
Site Visits	Fall Semester by December 31, 2015	Program Director attends at least one site visit with QMC
	Fall Semester by December 31, 2015	Program Director visits each site AT LEAST once during the fall semester
	Fall Semester by December 31, 2015	Program Director uploads the observation spreadsheet for each site visit in EZ Reports

Federal Data	January 30, 2016	Federal data reported: Attendance & Q2 grades complete
Webinar	February 2, 2016 4:00 PM	State of the State: 21 st CCLC Data Share Back
Program Data Documents Completed	February 5, 2016	Program data documents should be completed and uploaded to EZ Reports a. Student Population Data b. Funding Plan c. Sustainability Plan
Spring Action Plan Completed	February 5, 2016	Spring Action Plan uploaded into EZ Reports
Webinar	March 1, 2016 4:00 PM	TBD
Federal Data	April 1, 2016	Federal data reported: Attendance & Q3 grades complete
Webinar	April 5, 2016 4:00 PM	End of Year Summary
Spring Surveys Completed	May 20, 2016	Spring Surveys complete a. Students b. Parents c. Traditional Learning Day Teachers d. 21 st CCLC Team Members
End of Year Summary Completed	May 20, 2016	End of Year Summary completed and uploaded to EZ Reports
Professional Development	By May 20, 2016	AT LEAST one spring professional development training facilitated by funded partner for 21 st CCLC team with trainer's guide / agendas/ sign-in sheets uploaded into EZ Reports.
Site Visits	Spring Semester by May 20, 2016	Program Director attends at least one site visit with QMC
	Spring Semester by May 20, 2016	Program Director visits each site AT LEAST once during the spring semester
	Spring Semester by May 20, 2016	Program Director uploads the observation spreadsheet for each site visit in EZ Reports
Federal Data	June 3, 2016	Federal data reported: Attendance & Q4 grades complete

Exhibit C - Financial Information Sheet Gadsden Independent Schools		
1000 Instruction	Staffing	\$531,332.45
1000 Supplies	Supplies	\$158,014.10
2300 Support Services – General Administration	Administrator and mileage	\$102,552.93
2500 Central Services	Data, Coordinator, Admin Supplies	\$66,000.00
Subtotal		\$857,899.48
Indirect Cost (approximately 2.22631%)		\$19,099.52
Total Budget Amount:		\$876,999.00

Funding Source: PED24119GY151

Requested changes between Function Codes require submission of a “Transfer Type” Budget Adjustment Request (BAR) within the Operating Budget and Management System (OBMS).



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Dispatch via Print

Public Education Department

300 Don Gaspar Ave.
Room 109
Santa Fe NM 87501
United States

Vendor: 0000054415
GADSDEN INDEPENDENT SCHOOL DISTRICT
PO DRAWER 70
ANTHONY NM 88021

Purchase Order 92400-0000053458	Date 07/13/2015	Revision	Page 1
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way	
Buyer ELIZABETH G. MONTANO	Phone 505/827-6581		

Ship To: 120 S. Federal Place
Federal Building
Santa Fe NM 87501
United States

Bill To: 300 Don Gaspar Ave.
Room 237
Santa Fe NM 87501
United States

Origin: EXE **Exc\Excl #:** 13-1-98 A

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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1- 1	21st Century Programs 16 924 00145 expires: 6/30/2016		1.00	EA	876,999.00	876,999.00	07/13/2015
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92400-67302-Z0500-535300- - -PED24119GY151- -91636-50000

Schedule Total

876,999.00

Contract ID: 16 924 00145

Contract Line: 0 Release: 1

Item Total

876,999.00

Total PO Amount

876,999.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

Elizabeth G. Montano