



PRICE AGREEMENT NO. 14285  
AMENDMENT NO. 1

ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION  
PO BOX 25704  
ALBUQUERQUE, NEW MEXICO 87125  
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Atrisco Heritage Foundation (dba Rio Grande Educational Collaborative)  
6260 Riverside Plaza Lane NW, Ste A  
Albuquerque, NM 87120

SHIP TO

Student, Family & Community Supports

ATTENTION OF

Daphne Harvey Strader

DATE	VENDOR CODE
5/19/2016	12213

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**PLEASE SHOW PRICE AGREEMENT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.**

**ITEMS, TERMS, & CONDITIONS**

**PRICE AGREEMENT**

Community School Activities for APS  
Contract Term: June 23, 2015 - June 22, 2019  
Per terms and conditions of: 15-056RR-SL  
Board Approved: 6/17/2015  
Pricing Attached

**SERVICES AND/OR GOODS TO BE PROVIDED:** The Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered" basis. This is not an order and no funds are obligated under this Pricing Agreement. Funds are obligated by approved purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests.

**MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with this pricing agreement.

**QUOTES AND PAYMENT:** The Contractor shall include the APS Pricing Agreement Number on each quote and reflect the price as awarded. The invoice submitted for payment shall match the quote and shall note the purchase order number.

**PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.

**Amendments:** This Pricing Agreement shall not be altered, changed, or amended except by written agreement signed by both parties.

**Reason for Amendment:** Renewal of Price Agreement

Contact: Peter Sanchez

Phone: 505-836-0306

Email: psanchez@atrisco.org

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

*Sandra Sanchez*  
Date 5/26/16

VENDOR AUTHORIZED SIGNATURE

*[Signature]*  
Date 6/2/16

## ALBUQUERQUE PUBLIC SCHOOLS (APS) GENERAL TERMS AND CONDITIONS

- 1. INSPECTION.** The materials, supplies or services furnished shall be exactly as specified in this order, free from defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by APS at all times and places. If, prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, APS may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such defects within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any other costs for which Seller may become liable to APS under other provisions of this order, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS's rights provided in this Paragraph.
- 2. WARRANTIES.** Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express or implied are incorporated herein.
- 3. ASSIGNMENT.** Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.
- 4. CHANGES.** APS may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of APS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless APS waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.
- 5. LABOR DISPUTES.** Seller shall give prompt notice to APS of any actual or potential labor dispute which delays or may delay timely performance of this order.
- 6. TERMINATION AND DELAYS.** APS may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to the Seller's actual cost and shall not include anticipated profits.

APS may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items or services or to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to APS for any excess costs occasioned APS thereby, including incidental and consequential damages.

If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of APS, unless it shall be determined that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If APS determines that Seller has been delayed in the work due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion of the work called for by this order, when promptly applied for in writing by the Seller; and if such delay is due to failure of APS, not caused or contributed by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Paragraph. Sole remedy of Seller in event of delay by failure of APS to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.

The rights and remedies of APS provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Paragraph, the word "Seller" includes Seller and its sub suppliers at any tier.
- 7. AFFIRMATIVE ACTION.** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy effectively to all persons concerned within Seller's company, with outside recruiting services and the minority community at large; to provide APS on request a breakdown of its labor force by ethnic group, sex, and job category; and to discuss with APS its policies and practices relating to its affirmative action program.
- 8. INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performances of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of APS. Seller shall indemnify and hold harmless APS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of APS.
- 9. PATENT AND COPYRIGHT INDEMNITY.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold APS harmless from any cost, expense, damage, or loss resulting therefrom.
- 10. DISCOUNTS.** APS will take advantage of prompt payment discounts whenever possible; however these will not be used as a means to determine the low responsive and responsible bidder. Any discount period will not begin until the materials, supplies or services have been received and accepted and a correct invoice submitted for payment. If testing is required, discount period will not begin until such tests are satisfactorily completed.
- 11. CONTINGENCY FEES.** Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order, price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 12. PENALTIES.** The New Mexico Procurement Code (NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.
- 13. TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to APS at the F.O.B. point specified subject to the right of APS to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from APS's Purchasing Department. Order is subject to termination for failure to make timely delivery.
- 14. TAX STATUS.** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of tax on the purchase of tangible personal property. This certificate will be issued upon request. It is not valid for the purchase of services including construction, or materials that become part of a construction project or for the lease of property. Seller is responsible for payment of all applicable taxes, which will be added to invoice as a separate item at the current rate.
- 15. APPLICABLE LAWS.** If this order is a subcontract under a U.S. Government Prime Contract, applicable clauses of the Federal Acquisition Regulations are incorporated herein by reference. Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation also shall be deemed to be incorporated herein. Any contract or litigation resulting from acceptance of this purchase order will be construed according to the laws of the State of New Mexico unless otherwise stated.

BID NO. 15-056RR-SL  
COMMUNITY SCHOOL ACTIVITIES

**Service / Activity Category:** Afterschool Program Services

**Activity Description:** At the Rio Grande Educational Collaborative (RGEC), we believe that learning does not stop when the school day ends. Yet many schools in the Albuquerque Public Schools (APS) and other central New Mexico school districts have inadequate resources for quality out-of-school-time programming, something that particularly impacts low-income children whose parents cannot afford safe and enriching programs that supports child learning and development. To assist in meeting the needs of students and families, RGEC carried out a multi-level needs assessment at schools across central New Mexico that revealed the following: (1) Students at the target schools were at-risk of academic failure and adverse behaviors; (2) Students' guardians were not well connected with the schools; and (3) Schools did not have the resources or capacity to provide after-school services without outside partnerships. Parents at schools participating in the survey requested consistent and safe after-school programming and supplemental supports. As a response to these findings, RGEC crafted evidence-based and Common Core State Standards-aligned programming, the E-CUBED™ (Exploration, Enrichment and Education) out-of-school-time model. It is based on the 21<sup>st</sup> Century Community Learning Center model, but enhanced with culturally relevant elements that align to our students' local needs.

For over a decade, RGEC has refined the E-CUBED model in dozens of schools across Albuquerque and in other districts, including Belen and Gallup, to provide students, particularly low-income students and students who are falling behind academically, with holistic and integrated high quality out-of-school time care. E-CUBED complements the work in area public schools with creative and disguised learning techniques to enhance student learning and engagement. E-CUBED can align to a school's Response to Intervention (RTI) plan and offers lessons that align with schools' Educational Plans for Student Success (EPSS). The E-CUBED model incorporates the input and collaboration of school site staff, principals, and teachers, as well as parent-teacher organizations and school councils. It is highly efficient, largely because of strategic use of partners to provide a broad range of activities and services to participants. E-CUBED aligns with seven of the priority APS categories, as described below. It is offered from approximately 3:15pm to 6pm (exact times may vary depending on individual school schedules), Monday through Friday during the school year, and from 9am to 5pm Monday through Friday for the month of June at select schools.

1. **High-Yield Learning:** E-CUBED combines Common Core aligned lesson plans with a range of activities that incorporate different learning styles through fun, hands-on, and interactive experiences. For instance, an English Language Arts lesson might include acting out a story the students read, or learning about similes and metaphors and then writing and reading aloud poems. A nutrition lesson would include math through interpreting a recipe and learning to divide fractions, as well as history and culture about the place where the food comes from, and the health benefits of the food. E-CUBED incorporates physical activity and health into its curriculum through a partnership with the Notah Begay III (NB3) Foundation that combines an evidence-based Fitness, Health, and Wellness program that includes nutrition, physical activities (including sports such as soccer), and obesity prevention elements. E-CUBED also draws on Playworks Constructive Play games, such as Four Square, Benchball, Wolves and Bunnies, and Capture the Flag.

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2. **Academic Support:** All RGED school service sites will maintain the minimum 1:12 CSI-required staff to student ratio. RGED program staff will work closely with school site teachers and principals to ensure that developed lesson plans align to what the students are learning during the school day and reinforce concepts from their homework and the Common Core. Students receive the support they need to complete their homework and reinforce school day lessons. All lesson plans are evidence-based, proven effective, and align with New Mexico Quality Afterschool Standards. Instructors at all sites have access to RGED's library of lesson plans (all tied to the Common Core and previously vetted) via edWeb, an online educational social network. School site staff work closely with school day teachers to ensure strong academic supports.
3. **Science, Technology, Engineering and Mathematics (S.T.E.M.):** Programming incorporates and reinforces STEM concepts through partnerships with Albuquerque-based, Tools for Learning Outreach Services. Children explore STEM concepts in an effort to make STEM fields interesting and accessible and motivate them to pursue STEM subjects throughout their time in school and in careers. As many after-school participants are low-income, they are less likely to have access to high quality STEM programming outside of school. The RGED program fills a pronounced need that will lead to reductions in the achievement gap in these important academic areas. Tools for Learning provides developmentally-appropriate workshops for children at RGED program sites that incorporate learning through play with high-quality opportunities for individualized, hands-on, transforming experiences. In the workshops, students explore Science by evaluating cause and effect; Technology through interacting with computers and learning basic coding; Math through counting and matching; and Engineering by creating with LEGO Education sets. For instance, students in kindergarten and first grade participate in the "Machines and Mechanisms" component using LEGO Education sets. Working in teams, they construct a different simple machine each session. Second through fifth graders participate in the "We do Robotics" program using Intel Powered Classmate computers and LEGO Education sets and software. Their experience includes using design plans to build robotic models, working with motors and sensors, and basic computer programming.
4. **Civic Leadership/ Service-Learning:** N/A.
5. **Sports:** The partnership with the NB3 Foundation stresses the importance of soccer and other sports as teambuilding and health-building exercises. NB3 utilizes sports as a tool to foster self-esteem and leadership among youth, promoting parent involvement and community development. The program fosters a high level of engagement from students by students to play an active role in developing and selecting activities and gives them opportunities to take on leadership roles and develop healthy relationships with peers. RGED's programming is fully inclusive and provides special accommodations for students and their parents to ensure there are no barriers to equal access to program activities and benefits, regardless of physical ability. The sports aspect of E-CUBED is rounded out with Playworks Constructive Play games for students who either cannot or do not wish to participate in formal team sports activities.
6. **Health & Fitness:** The NB3 model was designed for Native American youth, but it was adapted for use with the predominantly-Hispanic student populations in the schools in which RGED provides services. It teaches students physical, mental, and emotional foundations; self reflective and mediation skills; and nutrition in a culturally competent foundation that uses traditional foods, practices, and traditions as teaching and learning tools, such teaching about the health benefits of beans and unrefined bread as part of a larger history and culture lesson on the Southwest. Nutrition components align with Dietary Guidelines for Healthy Children and

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encourage hands-on student participation. Lifestyle-related diseases, like type 2 diabetes and obesity, arise in part from the turning away from healthy traditional diets in favor of empty calories and convenience foods. This program is based on best practices and model programs and is designed to teach children and families about the benefits, affordability, and ease of good nutrition. The NB3 Foundation partnership seamlessly incorporates health, fitness, and sports into a holistic approach that fosters healthy habits for life. Parents also learn to bring these lessons into the home through regular (at least 2 hours per week) engagement in the E-CUBED program, which includes lessons on fitness and nutrition and cooking on a limited budget.

7. **The Arts:** Arts activities cut across a variety of program elements, including English Language Arts lessons on poetry and literature, and health lessons that incorporate performance and dance. Students have arts lessons at least 2 days per week. E-CUBED fosters awareness of and appreciation for arts as a means of learning, promoting expression, and inspiring young people to be leaders in their schools and communities.

8. **Language and Culture:** Aspects of the E-CUBED curriculum, particularly those carried out in partnership with the NB3 Foundation, incorporate traditional local cuisine, lifestyles, art, and dance into lessons throughout the week. Students learn about their culture and history in a contextualized way that reinforces their understanding of core concepts.

RGEC will take steps to ensure that existing safety protocols align with CSI standards, including sign in/sign out, participant expectations and consequences, supervision of participants, and other processes in accordance with the existing CSI program policies/procedures. RGEC will provide all program and safety supplies (i.e. sports equipment, art supplies, games, books, first aid kit, tissues, hand sanitizer, etc.) for services covered under the contract.

Staff will be highly qualified, and if selected as a vendor RGEC will ensure that all staff are cleared through the appropriate APS fingerprint background check process prior to beginning services.

RGEC takes quality seriously and has internal protocols for Quality Reviews of sites, including a formal checklist and review process to ensure that all delivery sites adhere to RGEC's strict standards. RGEC will work with CSI to ensure that these protocols align with existing standards in order to assure student safety and program quality. In addition, RGEC will collect and evaluate data on attendance, evaluation, and outcomes, input it in the CSI data system, and share information with CSI and ABC Community School partners as required. RGEC will work with CSI to implement all pre/post surveys required by the CSI program. RGEC will comply with all budgeting and reporting requirements, as outlined in the bid.

Through the E-CUBED after school program, RGEC hopes to achieve the following results: 1) Students actively involved in learning and benefit from the partnership between RGEC and their school; 2) Students are healthy, physically, socially and emotionally; 3) Families are actively engaged in the their children 's education, health, and well-being; and 4) Students succeed academically, attend school, and close achievement gaps so that students, schools, and families benefit.

**Cost Per Service:** The direct services component of the E-CUBED program costs an average of \$41,216 per school service site to serve an average of 60 students. Each program site has, at minimum, a Lead Instructor, two Instructors, and two Educational Assistants, as well as a college

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student teacher; all are contracted staff. The Lead Instructor is responsible for: 1) supervision of staff, 2) ensuring the safety of staff members and children, 3) ensuring accurate daily record-keeping and entering of evaluation data, 4) maintaining good relationships with school personnel and community agencies, and 5) communication with parents regarding child's progress. E-CUBED is an economical \$687 per student per site for direct services (NMPED cites the average cost for afterschool programming at \$1,000 per student; including indirect services, the program is less than \$900 per student per site) for a high-quality, accessible, and culturally competent program that incorporates a range of holistic activities and approaches that lead to decreasing achievement gaps, improving performance, and building strong and healthy future leaders. -

See attached budget and budget narrative for details. RGEC will invoice the school sites directly on a monthly basis and will include appropriate back up documentation for every expenditure. Staff will maintain timesheets and the Coordinator will verify them.

**In-kind or Match Funding:** The Rio Grande Educational Collaborate will leverage existing grant funds to support offering E-CUBED™ programming at a range of service sites across the APS District. These funds will cover aspects of the program not covered by APS funding or other income streams and ensure that RGEC has the resources it needs to offer consistently high-quality programming.

- \$496,000 secured from 21<sup>st</sup> Century Community Learning Centers to support activities in Albuquerque. These funds support indirect and direct programming costs and the costs associated with providing partner content from the following partners.
  - Tools for Learning Outreach Services (STEM)
  - New Mexico Public Broadcast System (Literacy)
  - Notay Begay Foundation (Physical Wellness and Nutrition)
  - Mariachi Espectacular de Albuquerque (Music/Fine Art)
  - PlayWorks (bullying prevention and fitness) (Physical Wellness)
  - Lemonade Day (STEM)
  - Born to Draw (Fine Art)
- \$50,000 secured from the NM Public Education Department Afterschool and Summer Enrichment Program to support activities at one site in the 2014-2015 year, the South Valley Preparatory Charter School in Albuquerque. These funds support direct programming at school sites, eliminating the need for family fees.
- \$51,000 pending from the NM Public Education Department Afterschool and Summer Enrichment Program for the 2015-2016 year to support nine school sites. These funds support direct programming at school sites, eliminating the need for family fees.

RGEC does not rely on volunteers because it requires that all staff be highly trained and highly qualified. The Lead Instructors and support staff will be state certified teachers; student teachers will be in the process of becoming certified, ensuring a high quality educational experience for students. All potential hires will undergo APS background checks prior to employment. Staff will be CPR-certified and receive 24 hours of professional development over the course of the year in order that RGEC maintains its license to operate with CYFD. Further, RGEC takes pains to hire bi-lingual instructors whenever possible, with the aim to have 50% bilingual staff at each school site.

**Charging Families (if applicable):** The Rio Grande Educational Collaborative seeks to provide services free of charge whenever possible to all interested families through leveraging grant

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funds. This is not always possible, but RGEN will take every step to ensure free service at sites funded under this bid. RGEN works with school service sites to secure Public Education Department and other grant funds to cover the cost of tuition for students so that no student is denied service, regardless of ability to pay. Fees at school sites where RGEN has not received grant funds help to cover a portion of the costs to run the program, which ensures that RGEN attracts and maintains a high level of instruction and support at each location served. The South Valley Preparatory School, a state-chartered school, is currently grant funded and RGEN has applications pending with nine additional school sites in Belen and Albuquerque to support the program.