

# FOUR CORNERS REC #1

## Business Office Consent Agenda FY 2022-2023

### Budget Increase BARS

Budget Increase - Requires Local Board and PED Approval

<u>26113 LANL Foundation</u>	<u>For: FY 22/23</u>	In the Amount of:	20,000
<u>27101 REC Operating (Tech Initiative)</u>	<u>For: FY 22/23</u>	In the Amount of:	413,400
<u>26159 Frost Foundation</u>	<u>For: FY 22/23</u>	In the Amount of:	10,000

### Transfer BARS

#### 29102 (Private Direct Grants)

<u>Transfer From:</u>	<u>Total func/object:</u>	<u>Transfer to:</u>	<u>Total func/object:</u>
Other Contrac 1000.55915	21,213	Indirect 2300.53713	21,213

### Ratification Of Expenditures for FY 2022-2023

\_\_\_\_\_  
School Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Superintendent

\_\_\_\_\_  
Date

<b>FY 2024 BUDGET</b>	<b>Fund</b>	<b>Function</b>	<b>Object</b>	<b>Projection FY24</b>	<b>Description</b>
<b>Extending Equity into the digital workforce</b>					
	25271	0	11112	\$116,693.00	RESTRICTED CASH / CARRYOVER
	25271	0	43214	\$6,523,708.00	INTER-GOVERMENTAL CONTRACT REVENUE/REC
<b>REVENUE</b>				<b>\$6,640,401.00</b>	
	25271	1000	55915	\$2,547,650.00	OTHER CONTRACT SERVICES
	25271	2300	53713	\$556,368.00	INDIRECT COSTS-PRGM ADMIN
	25271	2300	55813	\$15,000.00	EMPLOYEE TRAVEL-NON TCHR
	25271	2300	55915	\$2,766,416.00	OTHER CONTRACT SERVICES
	25271	2300	56118	\$754,967.00	GENERAL SUPPLIES & MTLs
<b>EXPENSES</b>				<b>\$6,640,401.00</b>	
<b>LANL Foundation</b>					
	26113	0	11112	\$3,200.00	RESTRICTED CASH / CARRYOVER
	26113	0	41921	\$0.00	INSTRUCTIONAL-CATEGORICAL
<b>REVENUE</b>				<b>\$3,200.00</b>	
	26113	0	53330	\$0.00	PROFESSIONAL DEVELOPMENT
	26113	0	55915	\$0.00	OTHER CONTRACT SERVICES
	26113	1000	56118	\$3,000.00	GENERAL SUPPLIES & MTLs
	26113	2300	53713	\$200.00	INDIRECT COSTS-PRGM ADMIN
<b>EXPENSES</b>				<b>\$3,200.00</b>	
<b>REC Operating Budget</b>					
	27101	0	11112	\$219,454.00	RESTRICTED CASH / CARRYOVER
	27101	0	43202	\$103,400.00	STATE FLOW THROUGH GRANTS
	27101	0	43212	\$105,000.00	INDIRECT COSTS-FLOW THRU
	27101	0	43214	\$248,332.00	INTER-GOVERMENTAL CONTRACT REVENUE/REC
<b>REVENUE</b>				<b>\$676,186.00</b>	
	27101	2300	53330	\$20,000.00	PROFESSIONAL DEVELOPMENT
	27101	2300	53411	\$24,000.00	M&R FRNTR/FIXTURES/EQPMNT
	27101	2300	53713	\$23,400.00	INDIRECT COSTS-PRGM ADMIN
	27101	2300	55813	\$10,000.00	EMPLOYEE TRAVEL-NON TCHR
	27101	2300	55915	\$114,383.00	OTHER CONTRACT SERVICES
	27101	2300	56118	\$150,000.00	GENERAL SUPPLIES & MTLs
	27101	2500	55915	\$171,948.00	OTHER CONTRACT SERVICES
	27101	2500	56118	\$162,455.00	GENERAL SUPPLIES & MTLs
<b>EXPENSES</b>				<b>\$676,186.00</b>	
<b>Private Direct Grants</b>					
	29102	0	11112	\$149,535.00	RESTRICTED CASH / CARRYOVER
	29102	0	41920		CONTRIBUTIONS/DONATIONS
<b>REVENUE</b>				<b>\$149,535.00</b>	
	29102	1000	55915	\$110,000.00	OTHER CONTRACT SERVICES
	29102	1000	56118	\$39,535.00	GENERAL SUPPLIES & MTLs
<b>EXPENSES</b>				<b>\$149,535.00</b>	
<b>Frost Founddation</b>					
	26159	0	11112	\$10,000.00	RESTRICTED CASH / CARRYOVER
	26159	0	43214	\$0.00	INTER-GOVERMENTAL CONTRACT REVENUE/REC
<b>REVENUE</b>				<b>\$10,000.00</b>	
	26159	1000	55915	\$7,500.00	OTHER CONTRACT SERVICES
	26159	1000	56118	\$2,500.00	GENERAL SUPPLIES & MTLs
<b>EXPENSES</b>				<b>\$10,000.00</b>	

# **Four Corners REC #1**

## **RESOLUTION NO. 2023-24-01**

### **A RESOLUTION PERTAINING TO SUBMITTAL AND FORMAL RATIFICATION OF BUDGET ADJUSTMENT REQUESTS.**

**Whereas,** The Four Corners REC Board meets quarterly on the Second Tuesday of the month; and

**Whereas,** Carryover letters, budget increases, and budget decreases are received throughout the month; and

**Whereas,** Maintenance and transfer BAR's are required on needs of Four Corners REC; and

**Whereas,** It is beneficial for the Director of Finance to submit these Budget Adjustment Requests (BAR's) to the Public Education Department immediately upon receipt so that funds can be expended prior to the end of the fiscal year.

### **NOW, THEREFORE, IT BE RESOLVED BY THE BOARD OF EDUCATION**

That such Budget Adjustment Requests be submitted to the Public Education Department as they are received and approved by the Director with official ratification by the Board at their regularly scheduled quarterly meeting.

**PASSED, APPROVED, AND ADOPTED** by the Board on the 25<sup>th</sup> day of August, 2023.

# Four Corners REC #1

## Revenue Report

Fiscal Year: 2022-2023

Account Number / Description

		<input checked="" type="checkbox"/> Summary Only	From Date:	4/1/2023	To Date:	6/30/2023
		Budget	Range To Date	YTD	Uncollected Balance	% Remaining
Fund:	25271	EXTENDING EQUITY INTO THE DIGITAL WORK				
		Fund 25271 Total:				
Fund:	26113	LANL FOUNDATION				
		Fund 26113 Total:				
Fund:	26121	KELLOGG FOUNDATION				
		Fund 26121 Total:				
Fund:	26159	FROST FOUNDATION				
		Fund 26159 Total:				
Fund:	27101	FOUR CORNERS REC				
		Fund 27101 Total:				
Fund:	29102	PRIVATE DIRECT GRANTS				
		Fund 29102 Total:				
		Grand Total:				

End of Report

Four Corners REC #1

Expenditure Budget Balance Report

Fiscal Year: 2022-2023

Account Number / Description

☒ Summary Only      From Date: 4/1/2023      To Date: 6/30/2023

Budget      Range To Date      YTD      Balance      Encumbrance      Budget Balance  
% Remaining Bud

Fund: 25271      EXTENDING EQUITY INTO THE DIGITAL WORK

Fund 25271 Total:      \$7,320,703.00      \$458,477.04      \$911,688.98      \$6,409,014.02      \$80,767.45      \$6,328,246.57      86.44%

Fund: 26113      LANL FOUNDATION

Fund 26113 Total:      \$27,949.00      \$5,755.17      \$22,323.84      \$5,625.16      \$2,691.36      \$2,933.80      10.50%

Fund: 26159      FROST FOUNDATION

Fund 26159 Total:      \$10,000.00      \$0.00      \$0.00      \$10,000.00      \$0.00      \$10,000.00      100.00%

Fund: 27101      FOUR CORNERS REC

Fund 27101 Total:      \$758,526.00      \$76,904.08      \$198,370.92      \$560,155.08      \$4,055.36      \$556,099.72      73.31%

Fund: 29102      PRIVATE DIRECT GRANTS

Fund 29102 Total:      \$265,164.00      \$26,001.18      \$102,034.35      \$163,129.65      \$6,000.00      \$157,129.65      59.26%

Grand Total:

\$8,382,342.00      \$567,137.47      \$1,234,418.09      \$7,147,923.91      \$93,514.17      \$7,054,409.74      84.16%

End of Report

## Four Corners REC #1

### Reprint Check Listing

Fiscal Year: 2022-2023

#### Criteria:

**Bank Account:** FOUR CORNERS REGIONAL EDUCATION  
COOPERATIVE FOUR CORNERS

**From Date:** 04/01/2023 **To Date:** 06/30/2023

**From Check:** **To Check:**

**From Voucher:** **To Voucher:**

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
5309	04/06/2023	BOWMAN, DAVID C	\$616.06	1033	Printed	Expense	<input checked="" type="checkbox"/>	04/28/2023	
5310	04/06/2023	THE RAND CORPORATION	\$60,250.00	1033	Printed	Expense	<input checked="" type="checkbox"/>	04/28/2023	
5311	04/13/2023	ARPELAR, ERIC R	\$209.13	1034	Printed	Expense	<input checked="" type="checkbox"/>	04/28/2023	
5312	04/13/2023	BOWMAN, DAVID C	\$209.34	1034	Printed	Expense	<input checked="" type="checkbox"/>	06/30/2023	
5313	04/13/2023	LASSTER, NANCY	\$5,900.00	1034	Printed	Expense	<input checked="" type="checkbox"/>	04/28/2023	
5314	04/13/2023	LEARN NEW MEXICO, LLC	\$3,750.00	1034	Printed	Expense	<input checked="" type="checkbox"/>	04/28/2023	
5315	04/13/2023	MCCONNELL FRANKLIN, AMY	\$1,667.67	1034	Printed	Expense	<input checked="" type="checkbox"/>	04/28/2023	
5316	04/13/2023	MERILATT, DENISE	\$100.00	1034	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2023	
5317	04/20/2023	MCCONNELL FRANKLIN, AMY	\$1,667.67	1035	Printed	Expense	<input checked="" type="checkbox"/>	04/28/2023	
5318	04/20/2023	PETTIT, ELIZABETH	\$50.00	1035	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2023	
5319	04/27/2023	ADVANTAS INTERNET SOLUTIONS	\$330.00	1036	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2023	
5320	04/27/2023	BLOOMFIELD SCHOOLS	\$22,693.89	1036	Printed	Expense	<input checked="" type="checkbox"/>	04/28/2023	
5321	04/27/2023	NS4ED, LLC	\$10,000.00	1036	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2023	
5322	05/04/2023	BOWMAN, DAVID C	\$225.60	1037	Printed	Expense	<input checked="" type="checkbox"/>	06/30/2023	
5323	05/04/2023	MERILATT, DENISE	\$100.00	1037	Printed	Expense	<input checked="" type="checkbox"/>	06/30/2023	
5324	05/04/2023	RANSOM SCOTT HESTER ENTERTAINMENT, LLC	\$4,000.00	1037	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2023	
5325	05/18/2023	LASSTER, NANCY	\$5,900.00	1038	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2023	
5326	05/18/2023	MCCONNELL FRANKLIN, AMY	\$621.99	1038	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2023	
5327	05/18/2023	NM HIGHER ED ASSESSMENT ASSOC	\$640.00	1038	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2023	
5328	05/18/2023	PETTIT, ELIZABETH	\$200.00	1038	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2023	
5329	05/26/2023	BLOOMFIELD SCHOOLS	\$22,689.08	1039	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2023	
5330	05/26/2023	LEARN NEW MEXICO, LLC	\$12,000.00	1039	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2023	

## Four Corners REC #1

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Fiscal Year: 2022-2023

**Criteria:**

**Bank Account:** FOUR CORNERS REGIONAL EDUCATION  
COOPERATIVE FOUR CORNERS

**From Date:** 04/01/2023 **To Date:** 06/30/2023

**From Check:** **To Check:**

**From Voucher:** **To Voucher:**

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
5331	05/26/2023	NS4ED, LLC	\$10,000.00	1039	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2023	
5332	05/26/2023	RANSOM SCOTT HESTER ENTERTAINMENT, LLC	\$4,100.00	1039	Printed	Expense	<input checked="" type="checkbox"/>	06/30/2023	
5333	05/26/2023	STAPLES CONTRACT & COMMERCIAL LLC	\$385.69	1039	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2023	
5334	06/08/2023	BOWMAN, DAVID C	\$131.04	1040	Printed	Expense	<input checked="" type="checkbox"/>	07/31/2023	
5335	06/08/2023	LASSTER, NANCY	\$5,900.00	1040	Printed	Expense	<input checked="" type="checkbox"/>	06/30/2023	
5336	06/08/2023	MERILATT, DENISE	\$3,000.00	1040	Printed	Expense	<input checked="" type="checkbox"/>	07/31/2023	
5337	06/08/2023	STAPLES CONTRACT & COMMERCIAL LLC	\$169.99	1040	Printed	Expense	<input checked="" type="checkbox"/>	06/30/2023	
5338	06/15/2023	PETTIT, ELIZABETH	\$50.00	1041	Printed	Expense	<input checked="" type="checkbox"/>	06/30/2023	
5339	06/22/2023	ARPELAR, ERIC R	\$249.32	1042	Printed	Expense	<input checked="" type="checkbox"/>	06/30/2023	
5340	06/22/2023	MCCONNELL FRANKLIN, AMY	\$621.99	1042	Printed	Expense	<input checked="" type="checkbox"/>	06/30/2023	
5341	06/22/2023	SAIZ, MAGDALENA	\$549.54	1042	Printed	Expense	<input checked="" type="checkbox"/>	07/31/2023	
5342	06/22/2023	STAPLES CONTRACT & COMMERCIAL LLC	\$129.99	1042	Printed	Expense	<input checked="" type="checkbox"/>	06/30/2023	
5343	06/28/2023	BLOOMFIELD SCHOOLS	\$50,559.59	1043	Printed	Expense	<input checked="" type="checkbox"/>	06/30/2023	
5344	06/28/2023	FARMINGTON MUNICIPAL SCHOOL DISTRICT	\$308,269.40	1043	Printed	Expense	<input type="checkbox"/>		

Total Amount:

\$537,936.98

**End of Report**



**Conflict of Interest Policy**  
**For Director, Council Members, and other Four Corners REC#1 Employees**

Article I—Purpose

1. The purpose of this Conflict of Interest policy is to protect Four Corners REC#1's interests when it is contemplating entering into a transaction or arrangement that might benefit the private interests of the director or Council member of Four Corners REC#1 or might result in a possible excess benefit transaction.
2. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to state agencies, nonprofit and charitable organizations.

Article II—Definitions

1. Interested person. Any director or member of a committee with governing council delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
  - a. An ownership or investment interest in any entity with which Four Corners REC#1 has a transaction or arrangement,
  - b. A compensation arrangement with Four Corners REC#1 or with any entity or individual with which Four Corners REC#1 has a transaction or arrangement, or
  - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Four Corners REC#1 is negotiating a transaction or arrangement.
3. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the Council decides that a conflict of interest exists, in accordance with this policy.

Article III—Procedures

1. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Council.
2. Recusal of Self. Any Council member may recuse himself or herself at any time from



involvement in any decision or discussion in which the Council member believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.

3. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Council meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Council members shall decide if a conflict of interest exists.
4. Procedures for Addressing the Conflict of Interest
  - a. An interested person may make a presentation at the Council meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest. The Chairperson of the Council shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
  - b. After exercising due diligence, the Council shall determine whether Four Corners REC#1 can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
  - c. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Council shall determine by a majority vote of the disinterested Council member whether the transaction or arrangement is in Four Corners REC#1's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.
5. Violations of the Conflicts of Interest Policy
  - a. If the Council has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
  - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Council determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### Article IV—Records of Proceedings

The minutes of the Council with delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Council's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### Article V—Compensation

1. A voting member of the Council who receives compensation, directly or indirectly, from Four Corners REC#1 for services is precluded from voting on matters pertaining to that member's compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Four Corners REC#1 for services is precluded from voting on matters pertaining to that member's compensation.
3. No voting member of the Council or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Four Corners REC#1, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### Article VI—Annual Statements

1. The Executive Director and each member of the Council with delegated powers shall annually sign a statement which affirms such person:
  - a. Has received a copy of the Conflict of Interest policy,
  - b. Has read and understands the policy,
  - c. Has agreed to comply with the policy, and
  - d. Understands Four Corners REC#1 is a state agency and in order to maintain its federal tax exemption must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
2. Each voting member of the Council shall annually sign a statement which declares whether such person is an independent director.
3. If at any time during the year, the information in the annual statement changes materially, the director shall disclose such changes and revise the annual disclosure form.
4. The Council shall regularly and consistently monitor and enforce compliance with this policy by reviewing annual statements and taking such other actions as are necessary for effective oversight.

#### Article VII—Periodic Reviews

To ensure Four Corners REC#1 operates in a manner consistent with state agency purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information (if reasonably available), and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations, if any, conform to Four Corners REC#1's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in impermissible private benefit or in an excess benefit transaction.

#### Article VIII—Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, Four Corners REC#1 may,

but need not, use outside advisors. If outside experts are used, their use shall not relieve the Council of its responsibility for ensuring periodic reviews are conducted.

#### CERTIFICATION

I certify that I have received a copy of the Four Corners REC#1 Conflict of Interest Policy and understand and agree to comply with the terms and conditions of said policy. Furthermore, I understand that the Four Corners REC#1 is a state agency and in order to maintain its federal tax exemption must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_



# Extending Equity into the Digital Workforce

eedw.nmrec1.org

**PR# S411B210027**  
**Project Status Update**  
**8-10-2023**

## **Recruitment and Research Sites**

8 ECHSs with MOUs  
1,700 students (approximate)  
Statewide distribution, representing diverse school populations (map attached)  
Sites: <https://eedw.nmrec1.org/partnerships/echs-connection/>  
Current activity: Recruiting 2 more sites

## **Higher Education Engagement**

100% of sites have access to full, online programs of study in IT  
Working group building communication model with ECHSs

## **Business and Industry Engagement**

First Industry Q&A sessions: September 26 & 27th  
(flyer attached)  
Invites going out today!  
Compiling data on pathway enrollment to focus industry participation

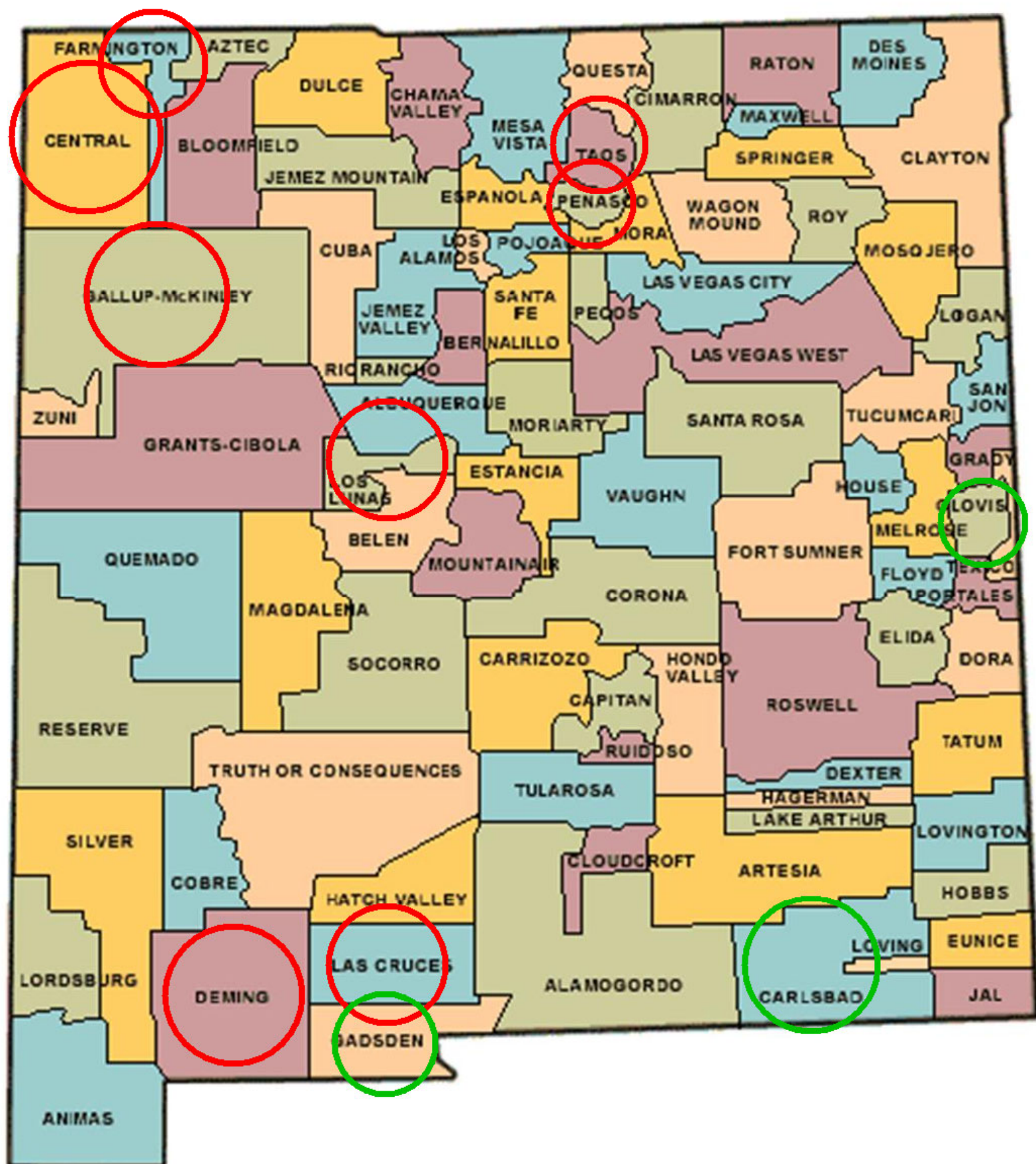
## **Research Study**

Intervention occurring at 7 schools: able to begin data collection this semester  
Getting set up at 1 school, begin data collection with spring enrollment  
Tracking and monitoring processes in place for quantitative data  
Current activity: Designing and implementing qualitative data collection, i.e., focus groups, surveys  
Current activity: Obtaining access to PED enrollment data

## **Complementary / Support Activities**

ECHS–HED retreat: February 28, 2013 (save-the-date attached)  
---Potential USDOE Secretary visit---  
IT career and training videos: finalizing provider selection for round-2—higher education student interviews  
Web site Re-design: Target audience needs, increase engagement, align with design  
Project Advisory Team: New members—PED, Higher Education

David Bowman, Director: [director@nmrec1.org](mailto:director@nmrec1.org)  
325 N. Bergin Ln., Bloomfield, NM 87413  
PR# S411B210027





# Are you interested in an IT or cybersecurity career?

Industry professionals want to talk to



**Explore diverse tech careers**



**Get answers to your questions**



**Get personalized career advice**

## When:

**Tuesday  
September 26th  
10-11a.m.**

**Wednesday  
September 27th  
2-3 p.m.**

[Microsoft Teams](#)

ID: 936 735 410 438 8

[Microsoft Teams](#)

ID: 934 503 823 731 8



PR#S411B210027



THE 4-CORNERS REC-1 presents



# GATHERING

FEBRUARY 28th, 2024 @ SANDIA GOLF EVENTS CENTER

# FOR THE FUTURE



## Video Production, EEDW Year 2

Quotes were solicited from the following companies:

Company Name	Contact	Date sent	Date replied
ProView Networks	steve@proviewnetworks.com	7/11/2023	No reply
Video Factory	videofactorynm@gmail.com	7/11/2023	No reply
RSH/Learn NM	<a href="mailto:alamoinews@gmail.com">alamoinews@gmail.com</a> michelle@learnnewmexico.com	7/11/2023	7/18/2023 \$26,000
Moji Studios	paul@mojistudios.com	7/31/2023	8/1/2023 \$26,000
Edit House	matt@edithouse.net	7/31/2023	No Reply



## ***CONTRACT FOR SERVICES***

This Contract for Services (this "Contract") is made effective as of 9/1/2023 by and between Four Corners Regional Education Cooperative #1 of 325 N. Bergin Ln., Bloomfield, NM 87413, and RSH Entertainment, LLC of 1111 10th St., Box 468, Alamogordo, NM 88310. In this Contract, the party who is contracting to receive services will be referred to as "REC-1" and "The Firm," and the party who will be providing the services will be referred to as "The Contractor".

**1. DESCRIPTION OF SERVICES.** The Contractor will provide the following services and related activities, as follows:

- A. Record interviews with 15 higher education students from three campuses across New Mexico, using pre-determined questions.
- B. Edit the raw videos into 5 to 6-minute video segments, using B-roll footage as appropriate.
- C. Include REC-1 and EEDW branding at the beginning and end of the videos.
- D. Include subtitles in Spanish.
- E. Provide the opportunity for one review and potential revision prior to finalization.
- F. Provide completed videos and production files to REC-1 on a flash drive for publication and other uses.
- G. Collaborate with an authorized REC-1 representative on the scheduling, interviewee selection, and filming locations.

**2. PAYMENT FOR SERVICES.** In exchange for the Services, The Firm will pay The Contractor a maximum of \$26,000 according to the following schedule:

- A. Stage One: Pre-production set-up upon contract signing, at \$8,600
- B. Stage Two: Completion of all filming: \$8,600
- C. Stage Three: Delivery of finalized videos: \$8,800

The Contractor understands that he or she is not an employee of REC-1 and serves as an external service provider, responsible for any taxes or fees associated with the delivery of the service and receipt of payment. The total amount payable to The Contractor under this agreement, including gross receipts taxes and expenses, shall not exceed \$26,000.

**3. TERM.** This Contract will terminate automatically on 7/1/2024, unless otherwise terminated according to Section 7 below.

**4. WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by The Contractor in connection with the Services will be the exclusive property of The Firm. Upon request, The Contractor will execute all documents necessary to confirm or perfect the exclusive ownership of The Firm to the Work Product.

**5. CONFIDENTIALITY.** The Contractor, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of The Contractor, or divulge, disclose, or communicate in any manner, any information that is

proprietary to The Firm. The Contractor and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**6. WARRANTY.** The Contractor shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in The Contractor's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to The Contractor on similar projects.

**7. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**8. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**9. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**10. AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**11. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of New Mexico.

**12. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**13. ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

#### **14. EXECUTION**

The parties subject to this contract signify their acceptance of the included services and terms

and cause this contract to be executed as indicated by their signatures below.

Service Recipient: Four Corners Regional Education Cooperative #1

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[NAME]  
[TITLE]

Service Provider: RSH Entertainment, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[NAME]  
[TITLE]

DRAFT

# Four Corners Regional Education Cooperative #1

*Aztec Municipal Schools – Bloomfield Public Schools—Central Consolidated Schools—Farmington Municipal Schools—Gallup-McKinley County Schools—Zuni Public Schools—San Juan College*

## **SEDL: District Implementation Tasks, Timelines**

Purpose: Support district dual language programs by funding opportunities for administrators and key dual language teachers to strengthen their understanding of, and to improve their implementation of, district dual language approaches.

### **Start-Up Tasks**

#	Action	Timeline
1	Indicate district participation	8/31/2023
	a. REC-1 will send new cluster allocations and potential La Cosecha conference attendance based on district participation b. REC-1 will issue MOUs for district participation	
2	a. Provide names, position, contact information for participating personnel (per cluster: 1 administrator, multiple teachers) b. Provide names, position, contact information for La Cosecha attendance	9/15/2023 (preferred) 9/30/2023 (deadline)
	a. REC-1 will issue contracts to selected participants b. REC-1 will complete registration for La Cosecha b. Ad Hoc meeting to approve contracts and MOUs	
3	a. Provide date, time, and place for 1-day retreat (Fall semester)	9/30/2023
4	a. Provide dates, times, and places for 2 after school follow-ups (Fall or Spring semester)	10/31/2023
5	a. Determine who will attend working dinner	10/31/2023
	REC-1 will make dinner plans (recommendations?) for attendees	
6	Selected personnel attend working dinner	November (TBD)



## Four Corners Regional Education Cooperative #1

*Aztec Municipal Schools – Bloomfield Public Schools—Central Consolidated Schools—Farmington Municipal Schools—Gallup-McKinley County Schools—Zuni Public Schools—San Juan College*

### KELLOGG FOUNDATION: SEDL

Now that REC-1 has received the funds for this project, it's time to start putting the plan in place. I have provided information about this project several times, but we need to start looking at the implementation specifics.

(In the information below, the term “dual language” is being used broadly to describe various models for helping students strengthen or learn their historical / traditional languages.)

***Initiating Action Step: Please let me know by 8/31/2023 whether your district will participate.***

The project has 3 major components, as follows.

#### 1-A. INSTRUCTIONAL RETREATS

Fund 45 elementary teachers and 10 school or district administrators to meet for a Saturday retreat to deepen understanding of the district's/school's dual language model and to enhance implementation. These are intended to be work sessions for administrators and key dual language teachers, which you and your administrators can design according to your needs and purposes. The administrators will plan and facilitate the retreats.

Basically, grant funds will pay folks for the time, but you will determine what they will do during that time, as long as it relates to your dual language programming. The project was designed in this manner to maximize flexibility and support your local efforts.

Teachers and administrators will meet in “clusters” that may comprise teachers from multiple schools. The number of clusters is based on approximate numbers of schools, geographic distribution, and funding capacity. For the districts with more than 1 cluster, you may group (or select) schools however seems appropriate. Not all elementary teachers will be able to participate; the intention is for selected dual language teacher-leaders to attend.

<b>District</b>	<b>Teachers</b>	<b>Clusters / Retreats</b>
Aztec	3	1
Bloomfield	3	1
Central	8	2
Farmington	10	2
Gallup	18	3
Zuni	2	1
<b>TOTALS</b>	<b>45</b>	<b>10</b>

The numbers above represent the baseline implementation. If your district opts not to participate, we can re-allocate your participant counts to other districts.

### *Funding*

Teacher compensation: \$150

Administrator compensation: \$500

Retreat Supplies per cluster: \$345

Process: We will execute individual contracts for teachers and administrators for their participation. We will reimburse districts for supply costs up to the ceiling level (\$445 total per cluster) upon receipt of an invoice with supporting documentation.

### *Schedule for Retreats*

Retreats may be conducted any time during this fall semester. You will determine the location and date.

### *Upcoming Action Steps*

- a. 8/31/2023: Once I have district interest, I'll generate MOUs for district participation. This will also give me time to re-allocate teacher counts and inform you of available slots.
- b. 9/30/2023: I'll need names and contact information for participating administrators and teachers.
- c. 9/30/2023: Recommended: identify date and place for the retreats.

Note: We will need a board meeting to approve MOUs and participant contracts.

## **1.B. RETREAT FOLLOW-UP SESSIONS**

For participants in the retreats, we have funding for 3 1-hour after school / after duty hours follow-up sessions. These are intended for review, refinement, and next steps as you determine to be appropriate. As before, they may be conducted by cluster.

### *Funding*

Teacher compensation: \$45 x 3 events

Meeting supplies per cluster: \$100

### *Schedule for Follow-up Sessions*

Follow-up sessions may be conducted any time after the 1-day retreats. However, they should all be completed no later than April 30 so we have time for fiscal close out.

## **2. ATTENDANCE AT LA COSECHA**

Funding is available to support up to 6 attendees at the La Cosecha conference. The intention is for 1 representative from each district to expand educators' understanding of various dual language approaches, interact with practitioners broadly, and strengthen knowledge of instructional factors and emerging practices. The attendees would then present information within their clusters /

districts. This would be a good opportunity for one of your up-and-coming instructional leaders to start building a professional network and reputation among practitioners and leaders in the field.

*Conference Information:* <https://www.lacosechaconference.org/>

*Conference Dates:* November 8–11

#### *Attendees*

You may select a dual language teacher or school or district administrator to attend. If one or more districts opt to not participate, we can open the opportunity for participating districts have additional attendees.

#### *Funding*

All expenses paid, including registration fees, travel, per diem, and hotel.

#### *Upcoming Action Steps*

- a. 9/15/2023: We will need the names and contact information for the conference attendee(s)

### **3. WORKING DINNER FOR ADMINISTRATORS**

Funding will support 2 school or district administrators per district for a working dinner to share challenges, strategies, and similar topics.

More information will be forthcoming on the details for this event. However, we're looking at November for the dinner. We'll most likely host the dinner in Farmington, but that may be subject to district participation. Los Rios in Farmington is a top pick, but I'm open to suggestions.

### **OTHER: COMMUNITY EVENTS**

At the request of Kellogg, as a required activity, we will conduct 3 community "listening sessions." We will host and facilitate these ourselves, but we will ask for your assistance in promotion. Events will occur in the Farmington, Shiprock, and Gallup areas.

The output will include a summary report of comments and discussion, which I will deliver to you for use as you believe appropriate.

## **Recommendations for Revisions to the REC-1 Policy & Procedures Manual**

### Summary of Modifications:

1. Removed references to Central Regional Education Cooperative #5, replaced with references to REC-1 as appropriate.
2. Removed content related to the management of IDEA funding, management of district budgets for special education services, and similar.
3. Applied technical clean-up, e.g.,
  - Made minor language and mechanics consistency (will need additional review after revisions)
  - Removed duplications
  - Adjusted numeration (will need checking after all other revisions)
  - Updated language to reflect Internet-based participation and communications.
  - Adjusted format to accommodate bullets and renumeration
  - Updated REC#1 naming consistency
4. Removed or revised references specific to school administrator responsibilities.
5. Removed or revised specific details regarding employee benefits related to contract periods and terms.
6. Revised or added content to address varied employment contract periods based on funding source timelines (e.g., revised requirement that contracts are solely based on annual school years).
7. Removed or revised references to REC-1 employment, e.g., specific annual duty calendars and contract days.
8. Removed or revised references to direct student services and interactions
9. Added a few clarifying terms to specify that content relates to REC-1.
10. Added certifying language and signatory information to the Conflict of Interest policy to meet requirements for certification.