

REC

# MEETING AGENDA June 26, 2025 ~ 2:00 Four Corners Regional Education Cooperative #1 Office 205 N Auburn, Farmington, NM

Zoom: <u>https://us06web.zoom.us/j/89550257445?pwd=3dmibFKtaKBerUVc1OhYYtik7eKNg4.1</u> Meeting ID: 895 5025 7445 Passcode: 448128

- I. Welcome and Introductions
- II. Roll Call and Determination of Quorum
- III. Action: Approval of Meeting Agenda
- IV. Discussion, Updates, and Actions
  - a. ACTION: Approval of Out of School Time Award Receipt
  - b. ACTION: Approval of Out of School Time Proposed Budget
  - c. ACTION: Approval of MOU with Aztec Municipal Schools for payroll processing
  - d. ACTION: Approval of OSE Award Receipt (pending)
  - e. ACTION: Approval of OSE Proposed Budget (pending)
  - f. ACTION: Approval of Contract for Eric Arpelar, Higher Education Support
  - g. Discussion: EEDW Project Director / ECHS Coordinator position
- V. Next Board Meeting
- VI. Action: Approval to Adjourn

# EXHIBIT A (27416 - Planning Award - FY25-26)



Award Name: Out of School Time Laws: HB/SB: HB2 Section: 5 Paragraph: 256 Program Contact Name: Christina Weeks Purpose of Award: Out of School Time

# State of New Mexico Special Appropriation- State Grant/(27416) PLANNING AWARD FY25-26

OBMS ENTITY CODE	LOCAL EDUCATION AGENCY	Charter All	te Charter/Local ocation e Code 43202)
76	Taos Municipal Schools	\$	7,550
76555006	Anansi Charter School	\$	34,260
76555005	Taos Municipal Charter School	\$	4,875
68475004	Rio Gallinas School for Ecology and the Arts	\$	33,683
	STATE CHARTERS		
579-001	ACES Technical Charter School	\$	11,750
528-001	Albuquerque Bilingual Academy	\$	45,833
516-001	Albuquerque School of Excellence	\$	39,331
517-001	Albuquerque Sign Language Academy (The)	\$	9,104
532-001	Aldo Leopold High School	\$	55,891
502-001	Cottonwood Classical Preparatory School	\$	111,472
562-001	Dzit Dit Lool School of Empowerment, Action and Perseverance	\$	33,704
573-001	Hózhó Academy	\$	125,414
519-001	MASTERS Program (The)	\$	32,456
542-001	Mission Achievement and Success Charter School	\$	92,497
564-001	Monte del Sol Charter School	\$	24,374
504-001	North Valley Academy	\$	37,827
005-020	Pecos Cyber Academy	\$	32,456
577-001	Raices del Saber Xinachtli Community School	\$	51,411
589-001	Sacramento School of Engineering and Science	\$	31,074
563-001	Sandoval Academy of Bilingual Education	\$	41,234
568-001	Six Directions Indigenous Charter School	\$	30,000
576-001	Solare Collegiate Charter School	\$	44,733
515-001	South Valley Preparatory School	\$	35,348
590-001	Sun Mountain Charter School	\$	31,842
510-001	Taos Academy	\$	36,291
521-001	Taos Integrated School of the Arts	\$	35,893
582-001	THRIVE Community School	\$	33,419
76555012	Vista Grande High School	\$	34,911
552-001	Walatowa High Charter School	\$	31,228
	POSTSECONDARY INSTITUTIONS	÷	
852-001	Eastern NM University Ruidoso	\$	9,958.00
875-001	NMSU Main Campus	\$	164,188.00
	RURAL EDUCATION COOPERATIVES	+	,
989-000	REC 1	\$	85,628.11
	GRAND TOTAL	\$	5,929,179

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

### **Aztec Out-Of-School Time Award**

#### **Budget Overview**

Contractual Services (through MOU with Aztec) \$74,000 Personnel costs for program staff Supplies \$5,258.29 Student and Management supplies Indirect: \$6,342.82

**Note:** Contract and Supply Costs subject to change upon on-going implementation planning

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

## MEMORANDUM OF UNDERSTANDING BETWEEN FOUR CORNERS REGIONAL EDUCATION COOPERATIVE #1 AND AZTEC MUNICIPAL SCHOOL DISTRICT

This is an agreement between Four Corners Regional Education Cooperative #1, hereafter "REC-1", and Aztec Municipal School District, hereafter "Aztec".

### 1. Purpose and Scope

The purpose of this MOU is to establish a financial arrangement between REC-1 and Aztec for REC-1 to facilitate implementation of the REC-1 award by the NM Public Education Department (NM PED) for Out of School Time (OST) programming in Aztec.

### 2. Aztec Responsibilities under this MOU

Aztec will:

- a. Collaborate with REC-1 on the sites, services, personnel, schedule, and students to be engaged in the OST program, both prior to beginning implementation, monthly during the school year, and as requested by either REC-1 or Aztec;
- b. Be responsible for site-level management of the OST program, including service delivery, personnel management, facilities and operations, and adherence to all applicable laws, regulations, district and state policies, and similar;
- c. Pay through regular payroll processes for OST personnel, e.g., teachers, student workers;
- d. Invoice REC-1 for reimbursement of payroll costs on a monthly basis for personnel expenditures in the prior month;
- e. Inform REC-1 of supply and other needs in a timely manner to ensure smooth program implementation; and
- f. Adhere to NM PED program requirements, including
  - 1) Implement the use of program-specific course codes by creating out-of-school time program courses, enrolling students, and taking attendance in the student information system;
  - 2) Participate in the FY26 PED Out-of-School Time MLSS Embedded Coach Program by identifying at least one district level staff member to participate in mandatory NM PED technical assistance trainings and to support school sites in quality program implementation;
  - 3) Participate in NM PED site visits if requested by NM PED; and

4) Participate in the FY26 PED Out-of-School Time MLSS Embedded Coach Program by identifying at least one district level staff member to participate in mandatory PED technical assistance trainings and to support school sites in quality program implementation.

### 3. REC-1 Responsibilities under this MOU

REC-1 will:

- a. Collaborate with Aztec on the sites, services, personnel, schedule, and students to be engaged in the OST program, both prior to beginning implementation, monthly during the school year, and as requested by either REC-1 or Aztec;
- b. Reimburse Aztec on a monthly basis for personnel costs incurred in the prior month;
- c. Submit budget, financial, and implementation reports, other than student attendance, and requests for reimbursement to the NM PED as identified and scheduled by NM PED;
- d. Provide budget oversight and management to ensure full and timely expenditure of award funds;
- e. Purchase supplies and other needs as identified in collaboration with Aztec;
- f. Adhere to NM PED program requirements, including
  - 1) Participate in NM PED site visits if requested by NM PED;
  - 2) Prepare and deliver a 10-minute success story presentation to the NM PED that reflects the OST program;
  - 3) Participate in any survey, interview, or data collection requested by the PED for the purpose of statewide out-of-school time program evaluation;
  - 4) Implement a program plan with objectives used to measure student outcomes and evaluate effectiveness by reviewing student and school-level data to inform program implementation; and
  - 5) Participate in the PED virtual check-in meeting to report and discuss program effectiveness and budget spenddown progress.

#### 4. Mutual Agreements

- a. This MOU may be amended by written and signed agreement by REC-1 director and an authorized Aztec representative.
- b. Either party to this MOU may terminate this MOU with 30-days' notice in writing.
- c. This agreement does not constitute a joint venture or partnership between REC-1 and Aztec such that neither party assumes any responsibility for fiscal responsibility, management, and obligations of the other party.
- d. Both parties to this MOU agree to indemnify, defend, and hold-harmless the other party and its representatives, trustees, officers, employees, successors, and

325 N Bergin Ln., Bloomfield, NM 87413 505-634-3898 | 505-632-4371 director@nmrec1.org | http://NMREC1.org assigns, from and against, and further releases and waives against such indemnified persons and entities, any and all claims, causes of action, liability, expenses, attorneys' fees, expenses, costs, injuries, damages, harm, or other loss, regardless of any negligent conduct of any such indemnified persons, to the proportional extent arising from any breach of the MOU, from the provision of the services, or from any acts or omissions of either party or its employees, agents, representatives, subcontractors, suppliers, officers, employees, owners, successors, or assigns. Each party reserves, and does not waive, its rights of sovereign immunity and similar rights, immunities and rights of its officials and employees, and its employees/officials' rights.

e. This MOU as effected does not prevent or prohibit REC1 and Aztec from entering additional agreements that both parties find mutually beneficial.

#### 5. Effective Date and Signature

This MOU shall be effective upon the signature of both parties' authorized officials, and shall be in effect through June 30, 2026, unless terminated per provisions above.

Four Corners Regional Education Collaborative #1 and Aztec Municipal School District agree to enact the terms of this MOU as declared by their signatures below.

FOUR CORNERS REGIONAL EDUCATION COLLABORATIVE #1

Date: 6/24/2025

David Bowman, Executive Director

AZTEC MUNICIPAL SCHOOL DISTRICT

Date:

Lauren Laws, Superintendent

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

# **OSE SLA Application Overview**

## **Funding Overview:**

Funding period: July 1, 2025 – June 30, 2026 Funding request: \$3,535,350 (includes \$261,877.78 indirect costs) Service "quadrant": Q1 (Aztec, Bernalillo, Bloomfield, Central, Chama Valley, Cuba, Dulce, Farmington, Gallup-McKinley, Grants, Jemez Mountain, Jemez Valley, Los Alamos, Rio Rancho, Zuni)

## **Funding Purpose:**

"Provide state-level special education support services under IDEA Part B. These services are intended to support Local Education Agencies (LEAs) across New Mexico."

### Service Components:

- A. Support and direct services, including technical assistance, personnel preparation, and professional development and training.
- B. Implementation of positive behavioral interventions and support (PBIS) for students with disabilities (SWD)
- C. Capacity building activities to strengthen the delivery of services by LEAs to improve academic results of children with disabilities.
- D. Data Collection & Evaluation Support

## **Budget Overview:**

Personnel:	\$240,000
Fringe:	\$96.000
Supplies:	\$213,932.22
Contractual:	\$2,065,000
Other:	\$540,600
Indirect:	\$261,877.78

## **Special Notes:**

- 1. Award letter not received, expected 6/16/2025
- 2. Funding ceiling not known
- 3. Budget ceiling not known
- 4. Anticipated funding availability: 7/1/2025 (this seems unlikely at this point)
- 5. Services may be provided by MOU with regional RECs.

# **Line-Item Budget Proposal**

# NMPED-OSE RFA No. RFA-92400-00001 - AMENDED

## Name of Applicant:

Please provide a detailed line-item budget for services. This includes but is not limited to personnel, subcontractor(s), travel, materials as described in the Applicant Response Narrative Form of how services will be carried out.

LINE ITEM / CATEORY NAME	DESCRIPTION	AMOUNT
Personnel	3 staff members	240,000.00
Fringe	@40%	96,000.00
Travel	Services miles, training access, etc.	117,940.00
Supplies	Office set up, training supplies, etc.	213,932.22
Contractual	Service providers	2,065,000.00
Other	Operations, stipends, utility	540,600.00
	SUBTOTAL IDC 8%	3,273,472.22 261,977.78
	TOTAL BUDGET PROPOSAL	3,535,350.00

See the information below for category details.

PERSONNEL	
Special education services director	95,000
Finance Manager	85,000
Administrative Assistance	60,000
Category Total	240,000

FRINGE @ 40%	
Special education services director	38,000
Finance Manager	34,000
Administrative Assistance	24,000
Category Total	96,000

TRAVEL	
Services mileage @ \$0.67	44,220
Conference / mileage @ \$0.67	10,000
Hotels, etc.	15,000
Airfare	12,000
Per diem (state rates, 18 people, 24 days)	36,720
Category Total	96,000

SUPPLIES	
Basic office setup x 21 people	63,432.22
Technology set up x 21 people	73,500
Operational supplies @ 250/mo/person	63,000
Event / workshop / PD supplies	14,000
Category Total	213,932.22

CONTRACTS	
School coaches x 12	900,000
PD / Resource Coordinator	85,000
SpEd Services Coordinator	85,000
Data Specialist	85,000
IEP / LRE specialist	85,000
Coach supervisor / monitoring	85,000
Project Echo (PD)	300,000
SEL4NM (PD)	55,000
PBIS training (schools)	45,000
SpEd trainers (schools)	150,000
SpEd trainers (staff)	50,000
CPI training: staff / schools	125,000
Cross-cultural SpEd training	15,000
Category Total	2,065,000

OTHER	
Student data software	350,000
Operational software	12600
Online portal / dashboard development	35000
Online communications systems	4000
University micro-credentialing	25000
Teacher COP participation	112,500
Postage / mailing / etc.	1,500
Category Total	540,600

# **CONTRACT FOR SERVICES**

This Contract for Services (this "Contract") is made effective as of August 1, 2025 by and between Four Corners Regional Education Cooperative of 325 N. Bergin Ln., Bloomfield, NM 87413, and Eric Arpelar. 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 "Arpelar" and "The Contractor".

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

A. Monthly HED Partners' Meeting:

Conduct a monthly meeting with all, as available, HED partner representatives regarding project implementation, access and promotions for IT courses, and collaboration with partnering ECHSs.

- B. Quarterly Individual Check-ins with HED Partners: Brief quarterly meetings with HED partner representatives for status check-ins, actionable information regarding IT enrollment, collaboration with ECHSs, new student opportunities and support services.
- C. Monthly EEDW Team Meetings: Monthly meetings with EEDW internal project team relative to results and information from services A and B above.
- D. ECHS Coordinator Transition: Meetings with ECHS coordinator, upon hire, to provide processes, status, historical knowledge per participating ECHS.
- E. Student Ed Tech Summit Support: Meetings with EEDW staff on event planning, coordinating higher education participation in the event, attending and assisting in event facilitation
- F. Gathering III Support: Meetings with EEDW staff on event planning, coordinating higher education participation in the event, attending and assisting in event facilitation

**2. PAYMENT FOR SERVICES.** In exchange for the Services, The Firm will pay The Contractor a maximum of \$10,605, which includes possible travel expenses, according to the following schedule:

- A. The service period will be August 1, 2025, through May 31, 2026.
- B. Fees for services will be paid at a rate of \$65.00 per hour, for a maximum of 117 service hours and \$7,605.00. See the attached Appendix A for details.
- C. Contractor will submit a monthly invoice for service provided during the prior month, with dates and times of services provided, based on the allowable service costs.
- D. Contractor may include request for reimbursement of travel expenses at a maximum of \$1,500 per event (i.e., Student Ed Tech Summit, Gathering III) for a maximum of \$3,000. The amount may be included in the monthly invoice, and must contain supportive receipts and documentation for the claimed travel expenses. Mileage will be reimbursed at a rate of \$0.66/mile.
- E. The final invoice, for services through May 2026, must be received no later than June 10, 2026.

The Contractor understands that he or she is not an employee of REC-1 and serves as an external consultant, 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 \$10,605.00.

**3. TERM.** This Contract will terminate automatically on June 30, 2026. The contract may be terminated prior to June 30, 2026, for convenience or cause by either party, per the terms of Section 7 below and the immediately following stated conditions, upon 30-day notification by the terminating party.

Payment to The Contractor is subject to the availability of funds, and the terms of this contract are contingent upon sufficient funding for the services to REC-1 from the federally funded Extending Equity into the Digital Workforce project. Should funding not be available to support payment for The Contractor's delivery of services, REC-1 shall immediately notify The Contractor to cease work, and the contract shall be immediately terminated upon written notice to The Contractor by REC-1. In no case will the Contractor be compensated for services after the date of notification.

**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.

Service Recipient: Four Corners Regional Education Cooperative #1

By:

Date:

David Bowman REC-1 Executive Director

Service Provider: Eric Arpelar

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

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

# **Options for EEDW Project Director (PD) / ECHS Coordinator Staffing**

Project Director:

- 1. REC-1 operations are primarily funded through EEDW indirect and direct costs. Without these funds, REC-1 risks closure.
- 2. The project director position cannot remain unfilled for 3 or more months.
- 3. The project director must be approved by the US DOE program office, which may take several weeks to more than a month.
- 4. The PD position and salary cannot be offered without US DOE approval.

ECHS Coordinator

- 1. The ECHS Coordinator position will be vacant beginning 7/1/2025.
- 2. The ECHS Coordinator is key to site-based activities.
- 3. No applicants have been received for the ECHS Coordinator position.

Option	Benefits	Risks
<ol> <li>Move Bowman to full-time until project completion, as follows:</li> <li>Keep PD responsibilities</li> <li>Add ECHS Coordinator responsibilities (see note**)</li> </ol>	<ul> <li>No risk to funding continuance.</li> <li>Uninterrupted project implementation until project close.</li> <li>Maintain positive funding history with US DOE.</li> <li>Solves the need to find and hire a ECHS coordinator.</li> <li>Solves the need to find and seek approval for a new project director.</li> <li>REC-1 stays open.</li> </ul>	<ul> <li>If Bowman leaves prior to project completion, both positions would be vacant.</li> <li>Requires one person to take on the duties of two.</li> <li>Total personnel costs are reduced, requiring reduced, requiring redistribution of funds.</li> </ul>
2. Keep Bowman as 1/2-time PD; Continue search for ECHS Coordinator (see note**)	<ul> <li>Funding continues.</li> <li>Federal administrative duties continue, e.g., reporting.</li> <li>Site activities continue (at reduced level).</li> <li>Maintains staffing and funding structure once ECHS coordinator is identified.</li> <li>REC-1 stays open.</li> </ul>	<ul> <li>Site-based activities not fully implemented; gaps in school support.</li> <li>Total personnel costs are reduced, requiring re- distribution of funds.</li> <li>Delayed project implementation and school support.</li> <li>Risks to short- and long- term outcomes.</li> </ul>

Option	Benefits	Risks
3. Bowman serves as PD and ECHS Coordinator within current 1/2-time position (see note**)	<ul> <li>Funding continues in the short-term.</li> <li>Federal administrative duties continue.</li> <li>Site activities continue at reduced level.</li> <li>REC-1 stays open.</li> </ul>	<ul> <li>Insufficient time available for full project implementation.</li> <li>Substantial un-funded overtime required.</li> <li>Task prioritization will limit site-based activities and support.</li> <li>Likely not sustainable.</li> <li>Risks to short- and long- term outcomes.</li> <li>Potential funding loss, inability to acquire future federal grants.</li> </ul>
4. Terminate Bowman as PD, hire a new PD	<ul> <li>Opportunity to identify a PD aligned with evolving REC-1 priorities.</li> <li>REC-1 stays open.</li> </ul>	<ul> <li>Potential inability to find a new PD within timeline.</li> <li>Requires US DOE approval for new PD by 12/31/2025.</li> <li>Loss of historical knowledge, strategic planning, and school and higher ed. relationships.</li> <li>Potential funding loss, REC-1 inability to acquire future federal grants.</li> <li>REC-1 closure.</li> </ul>
5. Terminate the EEDW project (This option will automatically occur if Option 4 is selected, and no PD is approved.)	• Most simple option, requiring only US DOE notification.	<ul> <li>School and student supports, opportunities, and benefits lost.</li> <li>Project staff and contractors terminated.</li> <li>No ability for REC-1 to acquire future federal grants.</li> <li>REC-1 closure.</li> </ul>

\*\*Note: Options 1, 2, & 3 will also allow for continuation of CLIA services and funding, as Bowman can continue (unfunded) support for contractors and maintain status as "laboratory director." CLIA funding is the second major REC-1 funding source.