

OBMS Fund Code: 27129

AGREEMENT

THIS AGREEMENT, # 08-924-0262, is entered into by and between the **State of New Mexico Public Education Department**, hereinafter referred to as the "DEPARTMENT," and the **Gadsden Independent School District**, a public entity, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the DEPARTMENT is the state agency designated to support and expand Advanced Placement Education through the General Appropriations Act of 2007

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

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

I. Period of Agreement.

This Agreement shall become effective when signed by both parties and shall terminate on **June 30, 2008** unless terminated pursuant to Article VII, *infra*. This agreement, including all extensions and amendments, shall not exceed a total of four (4) years.

II. Statement of Work.

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

III. Limitation of Cost.

The total amount of the monies payable to the CONTRACTOR under this Agreement shall not exceed **\$23,596.00**. The annual budget is attached hereto as "**EXHIBIT B - FINANCIAL INFORMATION SHEET**" and incorporated herein by reference.

IV. Payment.

The DEPARTMENT shall make monthly payments to the CONTRACTOR for services and costs specified in "**EXHIBIT B.**" The CONTRACTOR shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the DEPARTMENT. Invoices must include the agreement number for which services have been rendered, the Gadsden Independent School District purchase order number and should be mailed to:

**Iona Lertou
Humanities Bureau
300 Don Gaspar
Santa Fe, NM 87501.**

The CONTRACTOR'S failure to submit such payment vouchers, invoices and supporting documentation **within thirty days** after they are due may result in the non-availability of funds for payment and/or the denial of payment by the DEPARTMENT.

V. Return of Funds.

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

VI. Appropriations.

Performance under this Agreement is contingent upon sufficient authority and appropriations granted by the New Mexico State Legislature.

VII. Termination of Agreement.

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty days prior to intended date of termination.

By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

VIII. Funds Accountability.

The parties shall provide for strict accountability of all monies made subject to this Agreement. The CONTRACTOR shall maintain fiscal records, follow generally accepted accounting principles and account for all receipts and disbursements of funds transferred to the CONTRACTOR pursuant to this Agreement. The CONTRACTOR will include all monies made subject to this Agreement in the annual audit and will provide the DEPARTMENT with a copy of the annual audit.

IX. Maintenance of Records.

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

X. Confidentiality.

Any confidential information provided to or developed by the CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without the prior written approval of the DEPARTMENT or as required by a court of competent jurisdiction.

XI. Amendments.

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

XII. Assignment.

The CONTRACTOR shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the DEPARTMENT.

XIII. Applicable Law.

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

XIV. Acquisition of Property.

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

XV. Liability.

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

XVI. Execution of Documents.

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

XVII. Sub-Contracts.

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

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

XVIII. Equal Opportunity Compliance.

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

XIX. Workers' Compensation.

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

XX. Lobbying Certification.

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

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose

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No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose

accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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

CONTRACTOR:

[Redacted Signature]

Superintendent

2-19-08

Date

DEPARTMENT:

[Redacted Signature]

Secretary of Education

3/17/08

Date

**EXHIBIT A
STATEMENT OF WORK**

Gadsden Independent School District

Purpose:

Provide professional development for vertical teams of Middle and High School Mathematics, Science, and Social Studies Teachers to embed Pre-AP and AP Instructional practices and increase student achievement.

Gadsden Independent School District

Chaparral High School
Gadsden High School
Santa Teresa High School
Chaparral Middle School
Gadsden Middle School
Santa Teresa Middle School

Scope of Work:

1. Coordinate professional development activities in conjunction with PED and the College Board for support and expansion of Advanced Placement Education (AP) in its participating districts/schools identified above.
2. Publicize availability of AP Professional Development funded under this agreement as well as other AP support to schools by mailings, email, phone and other methods of school contact.
3. Customized On-Site: Organize and make all arrangements for the customized on-site professional development for teachers, counselors, coordinators and administrators.
4. Customized On-Site: Organize and make all arrangements for the customized on-site professional development for subject area Vertical Teams of middle and high school teachers.
5. Regional & Statewide Conference: Organize and make all arrangements for the regional and statewide professional development for teachers, counselors, coordinators and administrators.
6. Perform all fiscal functions on behalf of the Gadsden Independent School District in AP and submit all invoices and/or claims for reimbursement to the PED on a timely basis.
7. Assess and evaluate, with a view to regular refinements thereof, Professional Development activities designed to support and expand AP in New Mexico.
8. Submit a Program Report by 30 June, 2008, with a maximum of 2 pages relative to the participation of identified schools with respect to summary and evaluation of the following:
 - a. Evidence of expansion/growth/improvement of Advanced Placement programs
 - b. The number of teachers, counselors, and administrators attending each event and respective professional development hours completed by each
 - c. The number of subject-area Vertical Teams trained and formed to deliver instructional services in respective subjects

**EXHIBIT B
FINANCIAL INFORMATION SHEET
Gadsden Independent School District
BUDGET AMOUNT**

Professional Development Costs for AP Training

| School | AP Subject Area | Number of Participants | Registration Costs (Per Person) | Per Diem (Per Person per day) | Total Per Diem (4 Days) | Total |
|-------------------|-----------------|------------------------|----------------------------------|-------------------------------|-------------------------|---------------------|
| Chaparral High | Mathematics | 2 | \$ 350.00 | \$ 85.00 | \$ 340.00 | \$ 1,380.00 |
| | Science | 2 | \$ 350.00 | \$ 85.00 | \$ 340.00 | \$ 1,380.00 |
| | Social Studies | 2 | \$ 350.00 | \$ 85.00 | \$ 340.00 | \$ 1,380.00 |
| Gadsden High | Mathematics | 3 | \$ 350.00 | \$ 85.00 | \$ 340.00 | \$ 2,070.00 |
| | Science | 3 | \$ 350.00 | \$ 85.00 | \$ 340.00 | \$ 2,070.00 |
| | Social Studies | 3 | \$ 350.00 | \$ 85.00 | \$ 340.00 | \$ 2,070.00 |
| Santa Teresa High | Mathematics | 3 | \$ 350.00 | \$ 85.00 | \$ 340.00 | \$ 2,070.00 |
| | Science | 3 | \$ 350.00 | \$ 85.00 | \$ 340.00 | \$ 2,070.00 |
| | Social Studies | 3 | \$ 350.00 | \$ 85.00 | \$ 340.00 | \$ 2,070.00 |
| TOTAL | | | | | | \$ 16,560.00 |

Professional Development Costs for Prepare: Educating Latinos for the Future of America

| School | Number of Participants | Registration Costs (Per Person) | Per Diem (Per Person per day) | Total Per Diem (4 Days per person) | Travel per person | Total |
|-----------------|------------------------|----------------------------------|-------------------------------|------------------------------------|-------------------|-------------|
| District/Campus | 4 | \$ 350.00 | \$ 115.00 | \$ 460.00 | \$ 349.00 | \$ 4,636.00 |

Substitute Costs for On-Site Training

| School | AP Subject Area | Number of Participants | Number of Workshop Days | Substitute Costs | School | AP Subject Area | Number of Participants | Number of Workshop Days | Substitute Costs |
|--------|-----------------|------------------------|-------------------------|------------------|--------|-----------------|------------------------|-------------------------|------------------|
| CHS | Math | 2 | 1 | \$ 100.00 | CMS | Math | 2 | 1 | \$ 100.00 |
| | Science | 2 | 1 | \$ 100.00 | | Science | 2 | 1 | \$ 100.00 |
| | S. Studies | 2 | 1 | \$ 100.00 | | S. Studies | 2 | 1 | \$ 100.00 |
| | Admin | 2 | 2 | \$ - | | Admin | 3 | 2 | \$ - |
| GHS | Math | 3 | 1 | \$ 150.00 | GMS | Math | 3 | 1 | \$ 150.00 |
| | Science | 3 | 1 | \$ 150.00 | | Science | 3 | 1 | \$ 150.00 |
| | S. Studies | 3 | 1 | \$ 150.00 | | S. Studies | 3 | 1 | \$ 150.00 |
| | Admin | 5 | 2 | \$ - | | Admin | 3 | 2 | \$ - |
| STHS | Math | 3 | 1 | \$ 150.00 | STMS | Math | 3 | 1 | \$ 150.00 |
| | Science | 3 | 1 | \$ 150.00 | | Science | 3 | 1 | \$ 150.00 |
| | S. Studies | 3 | 1 | \$ 150.00 | | S. Studies | 3 | 1 | \$ 150.00 |
| | Admin | 2 | 2 | \$ - | | Admin | 4 | 2 | \$ - |

SUB-TOT

\$ 1200.00

\$1200.00

TOTAL BUDGET AMOUNT**\$23,596.00****TOTAL****\$ 2400.00**