

STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Public Education Department, hereinafter referred to as the "Agency," and Gadsden Independent Schools hereinafter referred to as the "Contractor.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 1, Scope of Work, is hereby amended to read as follows:

1. Scope of Work.

The Contractor shall provide the following services:

The Scope of Work shall remain the same. Direct services to 380 4-year-old children in the PreK (Pre-Kindergarten) program for the 2008-2009 school year in the following schools: **On Track PreK Central—Anthony, On Track PreK East—Chaparral, On Track PreK North—La Mesa, and On Track PreK South—Sunland Park.**

III. Transportation

The Contractor shall be reimbursed **\$230,000.00** to provide the following Transportation services:

- a) Provide transportation services to PreK children on a daily basis to ensure consistent attendance at the PreK program.
- b) Develop transportation policies and regulations within 30 days of the effective contract date and submit those to the PreK Program Manager.
- c) Within 30 days of the effective contract date, provide the PreK Program Manager with copies of proof of vehicle insurance and appropriate New Mexico driver's license issued to the individual transporting the PreK children.

IV. Program Requirements

- a) Provide a minimum of 540 hours of NM PreK services for children/families on a per-child reimbursement rate of **\$2,803.00** plus per-child learning materials rate of **\$98.00** that includes a minimum of 450 hours of classroom-based instruction and 90 hours of the following:
 - i. at least one home visit,
 - ii. at least three parent conferences,

- iii. at least two opportunities for parent group meetings for interaction, information, and transition activities, and
- iv. professional development, transition or other activities required by the NM PreK Program Standards.

2. Compensation.

A. Under this Agreement, the Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work rendered a total amount not to exceed **\$1,332,380.00**. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling **\$00.00**, shall be paid by the Agency to the Contractor. The total amount of the monies payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed **\$1,332,380.00**.

Under Contract **#08-924-P527-0066** and all Amendments to said Contract, the total amount of the monies payable to the Contractor, including gross receipts tax and expenses, shall not exceed **\$2,439,061.00**.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau, below or a specified date whichever is later.

By: _____
Veronica C. Garcia, Ed.D.
Secretary of Education

Agency

Date: _____

By: _____
Contractor

Date: 9-10-08

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: **01-507932-005**

By: _____
Taxation and Revenue Department

Date: _____

This Agreement has been approved by the DFA Contracts Review Bureau:

By: _____
DFA Contracts Review Bureau

Date: _____