



STATE OF NEW MEXICO  
PUBLIC EDUCATION DEPARTMENT  
300 DON GASPAR  
SANTA FE, NEW MEXICO 87501-2786  
Telephone (505) 827-5800  
[www.ped.state.nm.us](http://www.ped.state.nm.us)

DR. VERONICA C. GARCÍA  
SECRETARY OF EDUCATION

BILL RICHARDSON  
Governor

March 5, 2009

Gadsden Independent Schools  
P.O. Drawer 70  
Anthony, NM 88021

Re: Partially Executed Contract Amendment (2) with Gadsden Independent Schools

Dear Superintendent Nava:

Enclosed please find four (4) copies of a contract amendment (2) for services agreement between the State of New Mexico Public Education Department (PED) and Gadsden Independent Schools. This contract is to provide services for children/families of a classroom based instruction (See attached scope of work). As the scope of work is time sensitive, **please sign the four (4) copies and return to PED by March 13, 2009**. The contract has been reviewed by PED and is ready for final signatures by Logan Municipal Schools and the Secretary of Public Education. Please sign the four (4) copies provided and return to:

**John A. Herrera**  
New Mexico Public Education Department  
Early Childhood Education Bureau  
300 Don Gaspar  
Santa Fe, New Mexico 87501

Please direct any questions or inquiries to the Early Childhood Education Bureau at (505) 827-6677.

Sincerely,

A handwritten signature in blue ink that reads "John A. Herrera".

John A. Herrera  
PreK Program  
300 Don Gaspar  
Santa Fe, New Mexico 87501  
[JohnA.Herrera@state.nm.us](mailto:JohnA.Herrera@state.nm.us)

Encl: As Stated  
cc: Ann Zuni, PreK Program Manager

STATE OF NEW MEXICO  
PUBLIC EDUCATION DEPARTMENT  
PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 2

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:

Gadsden Independent Schools will increase the total number of children to be served and receive Start-Up and Safety Funds for the increased total number of children they will be serving. This amendment will increase the total number of children to be served under the contract. Gadsden Independent Schools will provide direct services to an additional 32 four-year-old children for a total of 412 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**

**II. Start-Up and Safety Improvements**

The Contractor shall be reimbursed \$30,000.00 to provide the Start-Up and Safety Improvements to the classrooms where the additional 32 children to be served will be housed.

**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 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 **\$122,832.00**. 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 **\$122,832.00**.

**Gadsden Independent Schools**

\$2,803.00 (per child rate) x 32 children =	\$89,696.00
\$98.00 (instructional materials per child rate) x 32 children =	\$ 3,136.00
\$10,000.00 (start-up and safety per classroom) x 3 classrooms =	<b><u>\$30,000.00</u></b>
<b>Total Additional PreK Funds:</b>	<b><u>\$122,832.00</u></b>

Under Contract **#08-924-P527-0058** 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 **\$2,561,893.00**.

**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: \_\_\_\_\_ Date: \_\_\_\_\_  
Veronica C. Garcia, Ed.D.  
Secretary of Education

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

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: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation and Revenue Department

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

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

DFA Contracts Review Bureau

