

SUBCONTRACT Q01027

This is a cost-reimbursable subcontract under the W. K. Kellogg Foundation, P0089156, hereafter referred to as Sponsor, to the Regents of New Mexico State University. The parties under this agreement are the **Regents of New Mexico State University**, hereafter referred to as NMSU, and the **Gadsden Independent School District**, hereafter referred to as Subcontractor. This subcontract sets forth the terms for the performance and administration of work under the prime agreement and consists of:

The Subcontract

Attachment A – Statement of Work

Attachment B – Budget

Attachment C – Contact Information

Attachment D – Invoice Template/Cost Share Certification

- I. **Execution and Modification.** An agreement shall exist when duly authorized officials of the parties have signed this document. Modifications shall be made by written amendment executed by authorized officials of the parties.
- II. **Period of Performance.** This subcontract is effective August 1, 2005 through June 15, 2006.
- III. **Scope of Work.** The work to be done under this subcontract is specified in Attachment A.
- IV. **Total Estimated Cost.** \$10,714.00. Amount currently obligated: \$10,714.00
- V. **Terms and Conditions**
 1. Scope of Work

Subcontractor agrees to use its best efforts to perform the work authorized by this agreement as required by state or federal law and as described in the work plan incorporated as Attachment A. No significant departures from the scope of work will be undertaken without the prior written consent of NMSU.
 2. Payment

The Subcontractor shall forward an invoice upon execution of this subaward for an advance payment in the amount of \$10,714.00. The Subcontractor shall provide a monthly statement to the NMSU Project Director itemizing expenses incurred as shown in the approved budget categories in Attachment B. Two (2) copies of all invoices, detailing current expenditures and total-to-date charges, should be submitted. Invoices shall (1) reference the subaward number Q01027; and (2) are required to be submitted in the format shown in Attachment C. The final invoice, clearly marked final, must be submitted no later than thirty (30) days after the

expiration date of this agreement. If the Subcontractor does not fulfill the entire Scope of Work as shown in Attachment A, the Subcontractor shall return all unobligated funds to NMSU based on completion of tasks.

All payments shall be considered provisional, and subject to adjustment within the total estimated cost established in Article IV, in the event such adjustment is necessary as a result of an audit by NMSU, its auditor, and/or the federal government.

3. Cost Share Contribution

No cost share contribution is required.

4. Allowable Costs

The amount authorized may only be used to cover the direct costs of the project as described in the approved budget incorporated as Attachment B and authorized under the applicable Federal Cost Principle (OMB Circular A-21, A-87, or A-122, as appropriate) in effect on the effective date of the award, with OMB Circular A-110. Budget changes must be submitted to NMSU in writing for review and approval. Any proposed increase in Subcontractor's total costs must be approved in writing by an authorized official of NMSU before such costs or commitments may be incurred.

5. Equipment

Equipment may not be purchased unless itemized in the approved budget or otherwise approved in writing by NMSU. Subcontractor shall submit a final report of equipment purchased under the subcontract to the NMSU Administrative Officer listed in Attachment C within thirty (30) days of the expiration date of the subcontract. Title to equipment purchased by Subcontractor pursuant to the terms of this subcontract shall remain with Subcontractor unless otherwise agreed to.

6. Audit Requirements and Records Examination

Subcontractor agrees to retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a minimum of three years from the date of the institution's submission of the final expenditure report. The retention period will be extended if litigation, claim, or audit commences prior to the expiration of the three-year period, in which case the records must be kept until all litigation, claims, or audit findings involving the records are resolved.

Subcontractor agrees to comply with the requirement of OMB Circular A-133, A-110, FAR 52.215-2 or other applicable regulations that ensure proper expenditure of federal funds. Upon NMSU's request, a copy of the Subcontractor's most recently released financial statement and independent audit shall be provided,

including "Findings and Recommendations", along with the executed copy of this Subcontract. These reports shall be addressed to:

Accounting and Financial Reporting
Box 30001, MSC AFR
New Mexico State University
Las Cruces, NM 88003-8001

In the absence of such an audit, NMSU may employ other means (such as program reviews) to ensure the Subcontractor's compliance with applicable Federal laws and regulations. If NMSU's review of the Subcontractor's audit report detects instances of noncompliance with Federal laws and regulations, NMSU will notify the Subcontractor that appropriate corrective action must be taken within six months. Failure to make progress toward such corrective action may result in the suspension or termination of this Subcontract, as well as the return of expenses reimbursed to that point in the Subcontract period.

The Subcontractor will permit independent auditors to have access to the records and financial statements as necessary to comply with the terms and conditions of this Article.

7. Inspection and Acceptance

Designated representatives of NMSU or the Sponsor shall have the right to inspect and review the progress of the work performed pursuant to this agreement. Access to relevant data, test results and computations used or generated under this agreement shall be made available during normal business hours. Inspections shall be conducted in a manner as to not unduly delay the progress of the work, and NMSU shall give Subcontractor reasonable notice prior to conducting such inspections.

8. Independent Contractor

Subcontractor, as an independent contractor and not as an employee or agent of NMSU, shall perform the work upon the terms provided. Any use by Subcontractor of NMSU's facilities, equipment, documents, forms, or other materials shall not be deemed to create an employer-employee relationship between NMSU and Subcontractor. NMSU shall not maintain, and shall not be required to maintain, any direct control over the means or manner by which the Subcontractor performs the obligations contained in the Statement of Work or any revisions thereof.

9. Change of Principal Investigator

Subcontractor's Principal Investigator may not be changed, nor his/her effort substantially redirected, without approval by NMSU. Should the Principal Investigator become unavailable to the project for a period exceeding three (3) months, Subcontractor shall, upon receipt of NMSU's approval, appoint a

replacement. If NMSU does not give its approval, or receive concurrence from Sponsor, this agreement shall be terminated in the manner provided in Paragraph 10.

10. Termination

It is understood and agreed that this project may be terminated by either party upon thirty (30) days written notice. In the event of termination by NMSU, the Subcontractor shall be reimbursed for all commitments under Article III. Upon notification, Subcontractor shall proceed in an orderly fashion to limit or terminate any outstanding commitments and to conclude the work. Noncancelable obligations properly incurred prior to termination shall be honored. Subcontractor shall submit a final financial invoice to NMSU within sixty (60) days of the notice of termination.

11. Indemnification

As between the parties, each party shall be solely responsible for liability arising from personal injury, including death, damage to property arising from the act or failure to act of the respective party or of its officials, agents and employees pursuant to the Subcontract. The liability of each party shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et sec.* N.M.S.A. 1978, and of any amendments thereto.

12. Appropriations

The performance of this subcontract may be contingent upon sufficient appropriations and authorizations being made by the U.S. Congress and/or the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made, this subcontract shall terminate upon written notice being given by NMSU to the Subcontractor. NMSU's decision as to whether sufficient appropriations are available shall be accepted by the Subcontractor and shall be final.

13. Publications

The Principal Investigator is encouraged to publish the results of his/her research. Publications resulting from the study may require acknowledgement of Sponsor grant support and include a disclaimer, as appropriate, on any publication written or published with such support.

14. Publicity

Neither party will, without prior written consent of the other party, use in advertising, publicity or otherwise, any trade name, personal name, trademark, trade device, service mark, symbol, or any abbreviation, contraction, or simulation thereof owned by the other party.

15. Technical Reports

The Subcontractor shall submit monthly progress reports to NMSU's Principal Investigator. During the final year of the agreement, the final report shall be submitted to the NMSU Principal Investigator no later than June 30, 2006.

16. Copyright

The author(s) is free to arrange for copyright when publications or similar materials are developed from work supported in whole or in part by this agreement. Any such copyrighted materials shall be subject to a non-exclusive, nontransferable, irrevocable, royalty-free license to NMSU and the Sponsor to exercise or have exercised on its behalf all the exclusive rights provided by copyright, except that such license shall not include the right to sell copies or phonorecords of the copyrighted works to the public.

17. Patents

The determination of the rights of ownership and disposition of inventions resulting from the performance of the work under this agreement and the administration of such inventions shall be in accordance with the Bayh-Dole Act [37 CFR Pt. 410].

18. Human Subjects

Subcontractor agrees the rights and welfare of human subjects will be protected in accordance with applicable policies set forth in 45 CFR Part 690. Subcontractor shall bear full responsibility for the proper and safe performance of its work and services involving human subjects.

Research involving the use of human subjects ___will ___X___ will not be conducted under this agreement.

19. Laboratory Animals

The use of vertebrate animals in the conduct of the research will comply with the Animal Welfare Act [7 U.S.C. 2131 et seq.] and the regulations promulgated there under the by the Secretary of Agriculture [9 CFR, 1.1-4.11] and will follow the guidelines prescribed in the National Academy of Sciences (NAS) Publication, *Guide for the Care and Use of Laboratory Animals* (1996) including the *Public Health Service Policy and Government Principles Regarding the Care and Use of Animals* which is included as Appendix D to the NAS Guide.

Research involving the use of vertebrate animals _____will ___X___ will not be conducted under this subcontract agreement.

20. Objectivity in Research

_____ Subcontractor certifies that to the best of its knowledge, all financial disclosures related to the activities funded by this agreement and required by its conflict of

interest policy have been made; and that all identified conflicts of interest under this agreement will have been satisfactorily managed, reduced, or eliminated prior to the expenditure of any funds under this agreement in accordance with Subcontractor's conflict of interest policy.

21. Nondiscrimination

The Subcontractor, in compliance with federal and state laws, shall be committed to the policy that all persons shall have equal access to programs and employment without regard to race, religion, sex, national origin, disability, age, status as a disabled or Vietnam-era veteran, or sexual orientation.

22. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Subcontractor certifies by signing this Subcontract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

23. Certification Regarding Lobbying

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to NMSU.
- c. Subcontractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact 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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

24. Certification Regarding Drug-Free Work Place
Subcontractor certifies that it is in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
25. Assignment
This agreement may not be assigned or subcontracted to a third party, in whole or in part, without the prior written consent of NMSU.
26. Applicable Law
This agreement shall be governed and construed in accordance with all applicable federal, state, and local laws, including those governing procurement.
27. Supersedure
This subcontract supersedes and replaces any previous arrangement between the parties hereto, oral or written, pertaining to this subcontract.
28. Entire Agreement
This agreement constitutes the entire agreement between NMSU and Subcontractor. Any changes or modifications shall be accomplished by amendment to this agreement executed by the duly authorized officials of the parties.

Regents of New Mexico State University

Gadsden Independent School District

Donald L. Birx, Ph.D. Date
Interim Vice Provost for Research

Date

Attachment A - Scope of Work

ENLACE
The ENLACE Emerging Scholars Curriculum
Teacher Scope of Work
2005-2006

Southern New Mexico ENLACE strongly believes that it takes a partnership to ensure that “high potential” students succeed in high school and move to a post-secondary education. ENLACE forms that partnership with school administrators, teachers, parents, community members and the ENLACE staff. Teachers are an important part of that partnership. In their role, ENLACE teachers will engage students in recognizing their potential to be successful students as well as provide them with the skills necessary to be successful by teaching THE ENLACE EMERGING SCHOLARS CURRICULUM.

The Emerging Scholars curriculum includes many research based activities and objectives that can promote the development of each student’s academic identity through the instruction and implementation of university study skills. ENLACE’s objective in the academic year of 2005 – 2006 is to initiate its own research and evaluation of the activities and objectives of the curriculum. This curriculum is being introduced into several high schools across several districts in southern New Mexico and in order for the research and evaluation to be valid it is of utmost importance that all individuals involved with the curriculum agree to the following:

- Teachers are asked to adhere to the TEESC and to document classroom attendance, maintain instructor field notes (format and field books will be provided), and prepare students for field trips so that all participants benefit from the experience.
- We also ask you to disseminate and collect consent forms which are necessary for the work of the ENLACE research and evaluation team. All forms including those that have denied permission to participate in the research need to be collected. The research and evaluation team will visit the classroom throughout the year.
- In order to ensure the effectiveness of TEESC, ENLACE will provide on site mentoring/coaching as well as require that each teacher who has committed to teaching in the TEESC classroom attend the curriculum course for teachers given through New Mexico State University.
- ENLACE publishes a student generated anthology at the end of every academic year, many writing and other artistic activities are included in TEESC, ENLACE asks teachers to encourage students to express themselves creatively throughout the year culminating in submission for publication in the ENLACE Anthology.

- ENLACE believes that the engagement of parents is essential to the success of students in schools therefore ENLACE asks teachers to be the point of contact through which parents can be informed of ENLACE activities and objectives.
- TEESC has been created to serve the Latino student “at promise” to succeed, therefore ENLACE asks administrators to agree to recommend students who are Latina/o, have between a 2.0 and 3.0 GPA, are “at promise” to succeed as recommended by a counselor, teacher or principal. Additionally, students can self-select into the TEESC class.

We welcome you as ENLACE teachers and look forward to solidifying our partnership in the interest of student success. Adelante!



Salary:

Norma Munoz

Gary Chavez

***Amount includes
fringe benefits**

\$10,714.50

Total Award

\$10,714.00

Individuals listed above will be teaching the ENLACE class using The ENLACE Emerging Scholars Curriculum and in both cases NMSU is acquiring the prep period of each teacher listed.

Attachment C – Contacts

NMSU Contacts	Subcontractor Contacts
<p>Administrative Contact</p> <p>Name: Josie Jimenez, Assistant Director Office of Grants & Contracts</p> <p>Address: MSC OGC, Box 30001 Las Cruces, NM 88003-8001</p> <p>Telephone: (505) 646-3573 Fax: (505) 646-2020 Email: josefjim@nmsu.edu</p>	<p>Administrative Contact</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>
<p>Principal Investigator</p> <p>Name: Elisa Sanchez, Project Manager</p> <p>Address: MSC 3RCS, Box 30001 Las Cruces, NM 88003-8001</p> <p>Telephone: (505) 646-7927 Fax: (505) 646-3073 Email: sanelisa@nmsu.edu</p>	<p>Project Director</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>
<p>Financial Contact</p> <p>Name: Victoria Gallegos, Director</p> <p>Address: Sponsored Projects Accounting MSC SPA, Box 30001 Las Cruces, NM 88003-8001</p> <p>Telephone: (505) 646-2626 Fax: (505) 646-1676 Email: victogal@nmsu.edu</p>	<p>Financial Contact</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>
<p>Authorized Official</p> <p>Name: Donald L. Birx, Ph.D.</p> <p>Title: Interim Vice Provost for Research</p> <p>Address: New Mexico State University Box 30001, MSC OGC Las Cruces, NM 88003</p> <p>Telephone: (505) 646-1590 Fax: (505) 646-2020 Email: ogc@nmsu.edu</p>	<p>Authorized Official</p> <p>Name:</p> <p>Title:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>



Attachment D – Invoice Template/Cost Share Certification

Contract Period: 8/1/05 – 6/15/06

NMSU Reference No.: Q0102700

Project Expenditure Report Number:

MONTHLY EXPENDITURE REPORT

**Expenditures
For the Period:
MM/DD/YY – MM/DD/YY**

	Budget	Current Amount	Cumulative Amount
Salary & Wages (including Fringe Benefits)		\$10,714.00	
Total Costs		\$10,714.00	
Total Award		\$10,714.00	

I hereby certify that all expenditures reported are for appropriate purposes related to the stated Scope of Work.

By: _____

_____ Date