

NEW MEXICO STATE UNIVERSITY

PROFESSIONAL SERVICE CONTRACT



CONTRACT/PURCHASE ORDER NUMBER: \_\_\_\_\_

THIS AGREEMENT, made and entered into this 30 day of October, 2006 by and between the Regents of New Mexico State University, hereinafter called the "University", and

Gadsden Independent School District  
(Company/Individual Name)

P.O. Drawer 70, Anthony, NM 88021  
(Address)

hereinafter called the "Contractor".

WITNESSETH:

WHEREAS, the Director of Purchasing & Risk Management Administration of the University is advised and believes that the Contractor is one of such requisite character and qualifications and is willing to engage him/her for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in paragraph one.

NOW THEREFORE, in consideration of the premises and of the mutual and reciprocal promises of the parties hereto, IS HEREBY covenanted and agreed by and between parties:

1. That the Contractor will render the following professional services to the University; See Attached  
(Note: Attach Proposal if Contract is \$5,000 or more)

proposal and contract.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. That the contractor will devote the necessary hours each week to the performance of such duties that may be assigned to him/her by the University.
3. That the contractor will serve the University diligently and faithfully, and according to its ability and in all respects, will use his/her utmost endeavors to promote the interest of the university.
4. That the Contractor will maintain records indicating the date and length of time such services are rendered. These records shall be subject to inspection by the designated agent of the University.
5. That the services rendered by the Contractor shall be at the location of Santa Teresa High School  
\_\_\_\_\_ or where the University shall designate.

NEW MEXICO STATE UNIVERSITY

PROFESSIONAL SERVICE CONTRACT



CONTRACT/PURCHASE ORDER NUMBER \_\_\_\_\_

6. That for the services rendered satisfactory as per paragraphs one through five, the University agrees to pay the Contractor compensation as follows at the following rate of \$ 5,250.00 \_\_\_\_\_ plus expenses (if applicable) as follows:

Such compensation and expenses not to exceed \$ 5,250.00 \_\_\_\_\_ in total, payable by the University upon receipt of a signed invoice or Payee Claim for Reimbursement. The Contractor will pay the State of New Mexico the Gross Receipts Tax levied on the amounts payable under this contract.

7. That the Contractor is an independent contractor performing professional services for the University. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the University as a result of this contract.
8. That the terms of this contract are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this contract. The University's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
9. That the Contractor shall not assign any interest in this contract or transfer any interest in same or assign any claim for money due or to become due under this contract under this contract without the prior written consent of the University.
10. That either party, independent or in concert, may terminate this contract by giving thirty (30) days written notice to the other party.
11. That this agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings, have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
12. That this agreement shall not be altered, changed, or amended except by the instrument in writing executed by the parties hereto. The foregoing being clearly understood and agreed to, the parties hereto have set their hands and seals.
13. That this agreement shall be deemed to be a contract made in accordance with the laws of the State of New Mexico.
14. As between the parties, each party will be solely responsible for liability arising from personal injury, including death, or damage to property arising from the act or failure to act of the respective party or of its officials, agents and employees pursuant to this Agreement. The liability of the Regents of New Mexico State University shall be subject to the immunities and limitations of the Tort Claims Act, Sections 41-1-1 et. Seq., NMSU 1978, and of any amendments thereto

NEW MEXICO STATE UNIVERSITY  
PROFESSIONAL SERVICE CONTRACT



SIGNATURE PAGE

CONTRACT/PURCHASE ORDER NUMBER \_\_\_\_\_

CONTRACTOR INFORMATION

Ron Haugen  
NAME - TYPE/PRINT

P.O. Drawer 70  
MAILING ADDRESS

(505) 882-6201  
PHONE NUMBER

Anthony, New Mexico 88021  
CITY STATE ZIP

rhaugen@gisd.k12.nm.us  
E-MAIL ADDRESS

DEPARTMENT INFORMATION

CEP/ENLACE MSC3CEP  
DEPARTMENT NAME MAIL STOP CODE (MSC)

Dr. Luis Vazquez (505) 646-2121  
CONTACT PERSON PHONE NUMBER

DATE EFFECTIVE: 08/01/06

TERMINATION EFFECTIVE: 06/30/07


TOTAL AMOUNT THIS CONTRACT SHALL NOT EXCEED: \$ 5,250.00

THIS CONTRACT BETWEEN UNIVERSITY AND Gadsden Independent School District

\_\_\_\_\_ HAS BEEN APPROVED BY:

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
SIGNATURE OF DIRECTOR OF PURCHASING &  
RISK MANAGEMENT ADMINISTRATION

  
SIGNATURE OF DEPARTMENT HEAD

\_\_\_\_\_  
SIGNATURE OF VICE PRESIDENT OF BUSINESS  
AND FINANCE

**SUBAWARD  
PROFESSIONAL SERVICE CONTRACT**

This is a subaward being given under an award from the State of New Mexico 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 Public Schools, hereafter referred to as Subcontractor. This subaward sets forth the terms for the performance and administration of work under the prime agreement and consists of:

- Attachment A – Statement of Work (“the Work”)
- Attachment B – Budget
- Attachment C – Invoice Template

- I. **Execution and Modification.** An agreement shall exist when this document has been signed by duly authorized representatives of the parties. Modifications shall be made by written agreement of the authorized representatives of the parties.
- II. **Period of Performance.** This subaward is effective August 1, 2006 and expires June 30, 2007.
- III. **Scope of Work.** The work to be conducted under this subaward is specified in Attachment A.
- IV. **Total Estimated Cost.** \$5,250.00
- V. **NMSU and Subcontractor Principal Investigator and Project Director**

NMSU:	Subcontractor:
Dr. Luis Vazquez, Principal Investigator	Ron Haugen
New Mexico State University	Superintendent of Schools
Southern NM ENLACE Program	Gadsden Independent School District
P.O. Box 30001, MSC 3CEP	P.O. Drawer 70
Las Cruces, NM 88003-8001	Anthony, NM 88021
Telephone: 505-646-2121	Telephone: 505-882-6201
FAX: 505-646-8035	FAX: 505-882-6727
E-Mail: <a href="mailto:lvazquez@nmsu.edu">lvazquez@nmsu.edu</a>	E-Mail: <a href="mailto:rhaugen@gisd.k12.nm.us">rhaugen@gisd.k12.nm.us</a>

The NMSU Principal Investigator is responsible for the technical, scientific, and programmatic aspects of the subaward and overall project.

The Subcontractor Project Director is responsible for the proper management and conduct of the scope of work as described in Attachment A.

## **VI. NMSU and Subcontractor Administrative Officer**

NMSU:

Josie Jimenez, Assistant Director  
New Mexico State University  
Office of Grants & Contracts  
Box 30001, MSC OGC  
Las Cruces, New Mexico 88003-8001  
Telephone: 505-646-3573  
FAX: 505-646-2020  
E-Mail: [josefjin@nmsu.edu](mailto:josefjin@nmsu.edu)

Subcontractor:

Cynthia Nava  
Gadsden Independent School District  
  
P.O. Drawer 70  
Anthony, NM 88021  
Telephone: 505-882-6283  
FAX: 505-882-6727  
E-Mail: [cnava@gisd.k12.nm.us](mailto:cnava@gisd.k12.nm.us)

The NMSU Administrative Officer is responsible for matters of subaward administration including assistance in the interpretation of subaward policies and provisions. All official notices should be addressed to the NMSU Administrative Officer.

The Subcontractor Administrative Officer is responsible for the business management aspects of the subaward. All official notices should be addressed to the Subcontractor Administrative Officer.

## **VII. 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 and invoice upon execution of this subaward for an advance payment in the amount of \$5,250.00. The Subcontractor shall provide a monthly statement to the NMSU Principal 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; 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. Allowable Costs**

The amount authorized may only be used to cover the direct costs of the project and as described in the approved budget incorporated as Attachment B and authorized under the Applicable Federal Cost Principle in effect on the effective date of the award OMB Circular A-21, A-87, or A-122, as appropriate, with OMB Circular A-110, and with terms and conditions of the award as defined in Article VII. Rebudgeting shall be within current Agency prior approval guidelines. Budget changes requiring Agency approval must be submitted to NMSU in writing for review and approval before being submitted to Agency. Any proposed increases in Subcontractor's total costs must be approved in writing by an authorized official of NMSU before such costs or commitments may be incurred.

**4. Audit and Records**

All costs incurred in the performance of the scope of work will be subject to audit by the Federal government and/or NMSU, and Subcontractor agrees to retain auditable records for a period of three (3) years after the final payment. By accepting this agreement, Subcontractor certifies that it meets the audit requirements of OMBV Circular A-133, and will furnish a copy of such audit report to NMSU within thirty (30) days of completion of said audit. Subcontractor further certifies that, in instances of noncompliance with federal laws and regulations, appropriate corrective action will be taken. Subcontractor agrees to notify NMSU of the corrective action within six (6) months of furnishing the audit report to NMSU. All records and reports prepared in accord with the requirements of OMB Circular A-133 shall be available for inspection by NMSU's representatives or the Federal government during normal business hours.

**5. Prior Approvals**

Prior approval is required if any deviation from the Scope of Work and Approved Budget are anticipated. Requests should be forwarded to the NMSU Principal Investigator with a copy to the NMSU Administrative Officer for approval.

**6. Inspection and Acceptance**

Designated representatives of NMSU or the Federal government 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 when such inspections are conducted 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.

**7. Independent Contractor**

Subcontractor, acting as an independent contractor and not as an agent of NMSU, is willing to perform the work upon the terms provided. 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.

**8. Change of Project Director**

Subcontractor's Project Director may not be changed, nor his/her effort substantially redirected, without approval by NMSU. Should the Project Director 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 Agency, this agreement shall be terminated in the manner provided in Paragraph 9.

**9. 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 will 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 will be honored. Subcontractor shall submit a final financial report to NMSU within thirty (30) days of the notice of termination.

**10. Indemnification**

As between the parties, each party will 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 subaward. 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 seq.* N.M.S.A. 1978, and of any amendments thereto.

**11. Appropriations**

The performance of this subaward is contingent upon sufficient appropriations 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 subaward 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.

**12. Publicity**

No publicity matter having or containing any reference to NMSU, or in which the name of NMSU is mentioned, shall be made use of by the Subcontractor until written approval has first been obtained from NMSU.

**13. Progress Reports**

Subcontractor shall participate in monthly progress and in-service meetings with the NMSU Principal Investigator in accordance with the provisions contained in Attachment A.

**14. Human Subjects**

Subcontractor agrees the rights and welfare of human subjects will be protected in accordance with the 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.

**15. 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, and sexual orientation.

**16. Assignment**

This agreement may not be assigned or subawarded to a third party, in whole or in part without the prior written consent of NMSU.

**17. Applicable Law**

This agreement shall be governed and construed in accordance with the laws of the State of New Mexico.

**18. 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 representatives of the parties.

This subaward supersedes and replaces any previous arrangement between the parties hereto, oral or written, pertaining to this subaward.

IN WITNESS THEREOF, the parties have executed this subaward by their duly authorized officials, in duplicate, on the dates indicated below.

**The Regents of New Mexico State University**

**Gadsden Independent School District**

\_\_\_\_\_  
Vice Provost for Research      Date

\_\_\_\_\_  
Date

**SIGN  
HERE**





## Attachment A – Scope of Work

Scope of Work for:

Santa Teresa High School -Ms. Norma Munoz      \$5,250.00

- Teach a class for credit using the ENLACE academic enrichment Saber Y Hacer Curriculum for the 2006-2007 school year, one class each semester.
- Cooperate and coordinate with the ENLACE researchers in accomplishing the ENLACE research agenda.
- Will identify students to participate at various ENLACE cultural and educational field trips.
- Students will be actively involved in their academic achievement by:
  - setting academic goals and objectives,
  - increasing their GPA by at least one point,
  - increasing their reading level
  - increasing their attendance, and
  - increasing their participation in school activities.
- Liaison between Southern New Mexico ENLACE and the administration and faculty of Santa Teresa High School.
- Participate in monthly in-service training on the use of Saber Y Hacer and keep a journal of observations and lessons learned.
- Keep complete records for each student to include a parental consent form, quarterly GPA, class schedules and other items still to be agreed on.
- Support the Parent University and parent involvement by participating in one parent meeting a semester.
- Other activities as agreed upon.

**Attachment B – Approved Budget**

Santa Teresa High School Ms. Norma Munoz	\$5,250.00
---	------------

<b>TOTAL AWARD</b>	<b>\$5,250.00</b>
--------------------	-------------------

Attachment C – Invoice Template

Southern New Mexico ENLACE Program

Contract Period: 8/21/2006 – 6/30/2007

NMSU Reference No.: 761000

Project Expenditure Report Number:

MONTHLY EXPENDITURE REPORT

Expenditures

For the Period:

MM/DD/YY – MM/DD/YY

	Budget	Current Amount	Cumulative Amount
Salary & Wages			
Fringe Benefits			
Equipment			
Travel			
Supplies			
Other Direct Costs			
Indirect Costs ( <i>at</i> %)			
Total Costs			