



CENTRAL CONSOLIDATED SCHOOL DISTRICT

PROFESSIONAL SERVICES AGREEMENT

Requisition Number: _____

RFP / Contract #: _____

This Agreement, is made and entered into this _____ day of _____, 20_____, by and between the **Superintendent/Designee** of Central Consolidated School District, hereinafter called the “*District*,” and

Company / Individual Name: _____

Address: _____

City, State, Zip: _____

hereinafter called the “*Contractor*.”

PROFESSIONAL SERVICES MAY BEGIN WITH AN ISSUANCE OF AN APPROVED PURCHASE ORDER

WHEREAS, the Superintendent of the District is advised and believes that the Contractor is of such requisite character and qualifications and is willing to engage the Contractor 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 (1) below.

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

1. SCOPE OF WORK AND RESPONSIBILITIES

A. The *Contractor* shall render professional services to the district as follows: (Insert description of services to be performed, dates, times, outcomes.)

B. The *Contractor* shall review the list of registered sex offenders at the Department of Public Safety’s (DPS’s) website, www.nmsexoffender.com prior to awarding a contract to a subcontractor working in a CCSD building. The Contractor shall conduct a background check on employees, agents, or representatives who will have unsupervised access to students.
(NOTE: Contractor’s Signature on Signature Page verifies compliance with Megan’s Law and verifies compliance of background checks.)

Violation of these provisions may result in immediate termination of the contract.

C. The *District’s* initiator of a written agreement with a contractor proposed for work in a school building shall review the list of registered sex offenders at the Department of Public Safety’s (DPS’s) website, www.nmsexoffender.com prior to executing the written agreement. Further, the initiator shall ensure the written agreement with the contractor includes in the “scope of services” that the contractor will review the listing in regard to any subcontractor proposed for work in a school building. AR1335 B4. (Initiator’s initials verifying compliance with Megan’s Law _____).

The *District's* initiator shall conduct a background check on Contractors who will have unsupervised access to students. *District's* initiator's initials' verifies compliance with background checks _____.

2. TERM

This Agreement will terminate upon completion of project unless terminated pursuant to Paragraph Four (4) herein. The term of this Agreement shall not extend beyond June 30th of the current fiscal year.

3. COMPENSATION

That for the services rendered satisfactorily, the District agrees to pay the Contractor compensation as follows:

- a) The amount of \$ _____ for Professional Services plus / including New Mexico Gross Receipts Tax at _____% for a total of \$ _____.
- b) All contracts are payable within 45 days upon receipt by the District of signed invoice(s) detailing time and services.

4. EARLY TERMINATION

That either party, independently or in concert, may terminate the Agreement by giving thirty (30) days written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. STATUS OF CONTRACTOR

That the Contractor and its directors, officers, agents, and employees and any Subcontractors are independent contractors performing professional services for the District and are not employees of the Central Consolidated School District. The Contractor and its directors, officers, agents, employees, and any Subcontractors shall not accrue leave, retirement, insurance, use of state vehicles, bonding, or any other benefits afforded to employees of the Central Consolidated School District as a result of this Agreement.

6. SUBCONTRACTING

The Contractor shall not subcontract any other services to be performed under this Agreement without the prior written approval of the District. All fees and costs of any approved Subcontractor shall not affect the compensation to the Contractor as described in Paragraph Three (3) and shall be billed by the Subcontractor directly to the Contractor and paid by the Contractor to the Subcontractor.

7. ASSIGNMENT

Except as may be otherwise provided by Paragraph Six (6), the Contractor shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the District.

8. RECORDS AND AUDIT

That the Contractor will maintain records for three years from the expiration or termination of this Agreement. The records shall indicate the date, length of time, and nature of services rendered. These records shall be subject to inspection by the Superintendent of the District or his designated agent, the State Department of Education, Department of Finance and Administration, and the State Auditor. The District shall have the right to audit billings both before and after payment; payment under this agreement shall not foreclose the right of the District to recover excessive or illegal payments.

9. RELEASE

The Contractor, upon final payment of the amount due under this Agreement, releases the District, its officers and employees, agents, and attorneys, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to bind the Central Consolidated School District to any obligation under this Agreement unless the Contractor has expressed written authority to do so, and then only within the strict limits of that authority.

10. PRODUCT OF SERVICES: COPYRIGHT

That all materials developed or acquired by the Contractor under this Agreement shall become the property of the Central Consolidated School District and shall be delivered to the District no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

11. 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 prior written approval of the District. The following information is excluded from this paragraph:

- a. information which is already in the public domain, or which enters the public domain under any circumstances other than a wrongful act by the Contractor;
- b. information received by the Contractor from any third party without similar restrictions and without a breach of the agreement; or
- c. information lawfully required to be disclosed by any governmental agency or applicable law.

12. CONFLICT OF INTEREST

That the Contractor warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

13. LIABILITY

As between parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees or agents. The liability of the Central Consolidated School District, shall be subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

14. AMENDMENTS

That this Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto, and approved by all required approving agencies.

15. MERGER

That this Agreement incorporates all of the agreements, covenants, and understandings between parties hereto concerning the subject matter thereof 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 otherwise enforceable unless embodied in this Agreement.

16. APPLICABLE LAWS

That this Agreement shall be performed within applicable guidelines of Federal Law of the United States of America, applicable State Statutes and Regulations of the State of New Mexico, applicable Standards and

Regulations of the State Board of Education, and applicable Policies and Procedures of the Central Consolidated School District Board of Education.

17. WAIVER

No waiver of any breach of this Contract or any of the terms or conditions hereof shall be held to be a waiver of any other or subsequent breach, or shall any waiver be valid unless the same shall be in writing and signed by the party alleged to have granted the waiver.

18. 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 and rules and regulations, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age, ancestry or disability, 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 to be not in compliance with these requirements during the term of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. APPROPRIATIONS

That the terms of this Agreement are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico, the New Mexico State Department of Education, Central Consolidated School District Board of Education, and the Federal Government for the performance of this Agreement. If, for any reason, sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given to the Contractor by the District. Such termination shall not result in any claim for damages by the Contractor. The District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

20. NOTICE

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

**CENTRAL CONSOLIDATED SCHOOL DISTRICT #22
CONTRACT ATTACHMENT**

DISCLOSURE OF CONTRIBUTIONS

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or Manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:	_____
Relation to Prospective Contractor:	_____
Name of Applicable Public Official:	_____
Date Contribution(s) Made:	_____
Amount(s) of Contribution(s):	_____
Nature of Contribution(s):	_____
Purpose of Contribution(s):	_____

(The above fields are unlimited in size)

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

