

Zamora Educational Services, LLC

Statement of Agreement

I. The Parties. This service contract (“**agreement**”) made July 9, 2021 (“**effective date**”) is by and between: Zamora Educational Services, LLC, with a mailing address of 2754 Crown Point Ct., Las Cruces, NM (“**Service Provider**”) AND Pecos Connections Academy, with a mailing address of 1503 West Pierce Street, Carlsbad, NM 88220 (“**Client**”),

Service Provider and Client are each referred to herein as a “Party” and, collectively, as the “Parties.”

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2022 (“**End Date**”). Upon written notice being provided by the Client of its intent to renew the Agreement, such notice being provided by or before April 1 of the Academic Year of the then current Term, this Agreement is subject to three (3) one (1) year renewal terms. (Each such one-year term being the “Term”). The Service Provider shall have thirty (30) days from the date of notice to decline to continue providing services under the terms of this Agreement and to provide written notice of its intent to the Client.

III. Services. The Service Provider agrees to provide the following:

- A. Dr. Larry Zamora will serve as the primary evaluator to provide educational diagnostic and school psychologist services. All services by the primary evaluator will take place after business hours (after 4:00 p.m. and on the weekends). Services provided during business hours will be provided by subcontractors who are licensed educational diagnosticians and school psychologists contracted through Service Provider.
- B. The following is a list of Educational Diagnostic services that will be provided:
 - 1. Conduct initial and re-evaluation assessments for students who may qualify for special education services.
 - 2. Review referral information, previous educational diagnostic information, family and school history.
 - 3. Administer psycho-educational assessments either in-person or virtually through a webcam, or online video conference application such as: Skype, FaceTime, Zoom, and/or Google Meets
 - 4. Test administration will include non - biased assessment and be administered in the student’s primary language, if appropriate.
 - 5. Supply all necessary diagnostic instruments.
 - 6. Complete routine reports and tasks promptly and efficiently

7. Review and Complete Review of Existing Evaluation Data (REED) regarding Individual Educational Evaluations (IEE).
8. Complete Eligibility Determination Team (EDT) paperwork
9. Complete Prior Written Notice (PWN)
10. Track compliance with initials and 3-year re-evaluations.
11. Review of Student Assistance Team (SAT) files.
12. Interpret results (by phone, skype, FaceTime, Zoom, and/or Google Meets) to the parent and EDT to determine if the student qualifies for special education services.
13. Participate in student planning and program development.
14. Implement individual student programs when appropriate.
15. Demonstrate a willingness to examine and implement change as appropriate.
16. Work productively with colleagues, parents, and students.
17. Demonstrate accurate knowledge of field.
18. Demonstrate appropriate assessment techniques and procedures
19. Demonstrate a professional demeanor as defined by the Code of Ethics of the education profession.

C. The following is a list of School Psychology services that will be provided:

1. Evaluation:
 - a Review referral information, previous educational diagnostic information, family and school history.
 - b Administer psychological assessments either in-person or virtually through online video conference application such as: Skype, FaceTime, Zoom, and/or Google Meets for students who may qualify for special education services under the Emotionally Disturbed or Autism exceptionality.
 - c Administer Functional Behavioral Assessment (FBA) for students who are exhibiting emotional and/or behavioral concerns.
 - a. Develop Behavior Intervention Plans (BIP) based on the results of the FBA.
 - d Test administration will include non-biased assessment and be administered in the student's primary language, if appropriate.
 - e Write a comprehensive report based on the assessment results. Complete required Eligibility Determination Team (EDT) document.
2. Test Interpretation:
 - a Participate in EDT/IEP either on the phone or virtually through online video conference application such as: Skype, FaceTime, Zoom, and/or Google Meets for the purpose of explaining test results to parents and to school personnel, making recommendations regarding the educational needs of the student and/or the family regarding the student.

- b Summarize findings and submit evaluation reports of test data, conclusions, and recommendations inclusive of DSM-IV or DSM-V diagnosis when appropriate.
- 3. Educational Program Development:
 - a Consult with the Director of Special Education and designated staff on an as needed basis for the purpose of on-going development of programs and/or supervision of related service staff, which includes Medicaid billing.
- 4. Consultation:
 - a Consult with district and/or school personnel regarding program implementations and interventions.
 - b Coordinate the provision of the therapeutic services either through direct student contact as defined in student IEPs and/or through collaboration with mental health counselor or school social workers.
- 5. Staff/Parent Education
 - a Conduct staff development and/or parent education as coordinated with the Director of Special Education on such topics as the ED student population, ADD/ADHD, Autism Spectrum Disorder, Tourette's syndrome, and/or other relevant topics.
 - 1. Audiences may include special education teachers, general education teachers, bus drivers, educational assistants, diagnostic staff, administrators, parents or general public.
- 6. Personnel:
 - a Assure that licensed personnel assume responsibilities as scheduled per agreement with Director of Special Education. The provider agrees that all personnel and individuals providing services will be protected by Workmen Compensation, professional liability insurance and other coverage as required by law.

Hereinafter known as the “**Service.**”

Service Provider shall provide, while performing the Service, that they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

IV. Payment Amount. The Client agrees to pay the Service Provider the following compensation for the Services performed under this Agreement:

Table 1: Educational Diagnostician Services

The following table includes daily and hourly rates for Educational Diagnostician services:

Services	Daily Rate	Daily Rate (Travel)	Hourly Rate
Evaluation, Test Interpretation, and Program Development	\$600	\$720	
Consultation, Staff/Parent Education			\$75

Table 2: School Psychology Services

The following rates are for School Psychology services:

Services	Daily Rate	Daily Rate (Travel)	Hourly Rate
Evaluation, Test Interpretation, and Program Development	\$800	\$1,000	
Consultation, Staff/Parent Education			\$100

All fees will include all taxes, per-diem, protocols, and other fees as applicable. The daily rate for travel will be used when Service Provider is required to travel 40 miles outside of business address in Las Cruces.

Hereinafter known as the **“Payment Amount.”**

V. Payment Method. The Client shall pay the Payment Amount:

“In Full Upon Completion.”

An itemized invoice will be submitted and to be paid within 30 days of receipt of invoice by Client. Dr. Sabrina S. Zamora will serve as the administrator who will submit invoices, communicate with Client’s business manager, and respond to any business inquiries. In addition, the use of licensed subcontractors will be used as needed, but will be paid by Service Provider.

Hereinafter known as the **“Payment Method.”** The Payment Amount and Payment Method collectively shall be referred to as **“Compensation.”**

VI. Inspection of Services. Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

VII. Time is of the Essence. Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

VIII. Confidentiality. Service Provider acknowledges and agrees that all student records and any other data and information related to the Client's business is confidential ("**Confidential Information**"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

- a. **Return of Documents.** Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

IX. Taxes. Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

X. Independent Contract Status. This is not an employment contract. Service Provider acknowledges that they are independent contractors and not an agent, partner, joint venture, nor an employee of the Client. Service Provider is responsible for providing Unemployment Insurance and Workers' Compensation coverage for Service Provider's employees. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

XI. Fingerprinting. By execution of this Agreement, the Service Provider acknowledges New Mexico Statute, Section 22-10A-5 applies to contracts for the provision of Ancillary Services. Section 22-10A-5 requires that employees of entities providing such services to schools must be fingerprinted for the purpose of accessing state and federal bureau of investigation records. The Service Provider expressly acknowledges that:

- A. Service Provider and all of Service Provider's employees or subcontractors working with students must submit or have submitted fingerprints in the manner required by the Client.
 - a. Fingerprints must be submitted via an Approved Gemalto Location and submitted with the Client identified as the Agency Name.
 - b. Specific instructions for submission of fingerprinting are provided by the Client to the Service Provider and must be followed to fulfill this requirement;

- B. Service Provider shall not permit any employee to come in contact with students until this requirement has been fulfilled;
- C. Service Provider shall provide to the Client a list of names of its employees or subcontractors who may come in contact with students.

The Service Provider is required to fulfill these requirements at its own expense.

XII. Licensure. Service Provider shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement as required by the State of New Mexico, the New Mexico Regulation and Licensing Department, and the New Mexico Public Education Department.

XIII. Insurance. The Service Provider will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under this Agreement, where those activities are performed by it, by any subcontractor, by anyone directly or indirectly employed by the Service Provider or by anyone for whose acts the Service Provider may be liable during the term of this Agreement. The Service Provider shall furnish a Certificate of Insurance to the Client and again, if issued, upon annual renewal. If policy changes occur during the life of the Agreement, it is the Service Provider's responsibility to provide updated proof of coverage to the Client.

- A. Service Provider will submit proof of coverage under the Workman's Compensation Insurance, as required by the Labor Laws and New Mexico Statutes;
- B. Service Provider will submit a certificate of general liability insurance for personal injury, occupational disease, sickness or death, and property damage;
- C. As required for professional services the Service Provider will submit a certificate of errors and omissions insurance for damages caused by an error, omission, or any negligent acts caused by the Service Provider and its subcontractors in the performance under this Agreement.

XIV. Change of Name. This Agreement shall remain valid and enforceable notwithstanding any change in name of the Client or the Service Provider.

XV. Termination.

- A. Unless otherwise renewed or earlier terminated, this Agreement shall terminate immediately upon the expiration of the Term. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:
 - 1. By both parties if they agree in writing to the termination;
 - 2. Termination by either party, immediately, if one party materially breaches this Agreement and fails to cure such breach within sixty (60) days following written notification of such breach from the other party. In the event objectively ascertainable reasonable efforts have been made to effect such cure and breach at issue does not objectively lend itself to cure within such 60-day period, then such additional time as necessary to complete said cure, but in no event longer than 90 days following written notification of such breach;

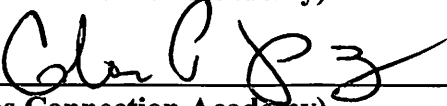
3. Termination by either party, immediately, if the Client's charter is terminated, or if the Client is no longer authorized by an Authorizer as required by applicable state law and regulation;
- B. Obligations on Termination: In the event this Agreement is terminated by either party for any reason:
1. Each party will promptly (not later than thirty (30) days after the effective date of termination) return the other party all Confidential information, property and material of any type belonging to the other party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;
 2. Client shall pay the Service Provider all amounts due under this Agreement upon the earlier of their due dates or thirty (30) days after the effective date of termination.

XVI. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of New Mexico.

XVII. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Printed Name: Gloria P. Lopez Title: Business Manager
 (Representative of Pecos Connection Academy)

Client's Signatures  Date: 7/13/2021
 (Representative of Pecos Connection Academy)

Service Provider's Name: Sabrina S. Zamora, Ph.D. Title: President
 (Representative of Zamora Educational Services, LLC)

Service Provider's Signature:  Date: 7-9-21
 (Representative of Zamora Educational Services, LLC)