

The New America School- NM
1734 Isleta Blvd. SW
Albuquerque, NM 87105

The Vigil Group LLC
1776 Montañño Rd. NW
Los Ranchos de Albuquerque, NM 87107

This Financial Services Agreement (Agreement) is made between The New America School, a New Mexico public charter school (“School”), and The Vigil Group LLC, Inc., (the “Contractor”).

1. **Scope of Work.** The Contractor shall perform the work and staff, and otherwise do all things necessary for or incidental to the performance of work as set outlined in the Scope of Work as detailed in Exhibit “A”. The School understands and agrees that for Contractor to complete the Scope of Work that School must comply with the policies and procedures outlined in Exhibit “B”.
2. **Term of Agreement.** This contract is for services performed by Contractor from July 1, 2017 through June 30, 2018.
3. **Compensation.** The School shall pay an amount equal to \$54,000 plus Gross Receipts Tax (GRT). The compensation shall accrue at \$4,500 plus GRT per month for performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.
4. **Billing Procedures.** The School will pay Contractor upon receipt of completed invoices, which shall be submitted to the School’s designee not more often than monthly. The invoices shall describe and document to the School’s satisfaction, the work performed and fees charged. The School shall not reimburse Contractor for expenses incurred. Payment shall be considered timely if made by the School within thirty (30) days after receipt of Contractor’s invoice, which may be delivered electronically. Payment shall be sent to the Contractor at the address set forth above and made out to, “The Vigil Group LLC, Inc.” No payment in advance of services or supplies to be provided under this contract shall be made by the School. The School shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
5. **Contract Management.** The contract designee for each of the parties shall be the contact person for all communications regarding the Contract. Each party shall be responsible for notifying the other of any changes to this contact information in writing.

CONTACT FOR SCHOOL	CONTACT FOR CONTRACTOR
LaTricia Mathis The New America School- NM 1734 Isleta Blvd. SW Albuquerque, NM 87105 Phone: 505-222-4360 Fax: 505-873-2602	Michael J. Vigil The Vigil Group LLC 1776 Montañño Rd. NW Los Ranchos de Albuquerque, NM 87107 Phone: 505-938-7700 Email: michael@vigilgroup.net

6. **Insurance.** The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the School should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractors or agents of either, while performing under the terms of this Contract.

The insurance required shall be issued by an insurance company(s) authorized to do business within the state of New Mexico, and shall name the School, its agents and employees, as additional insureds under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct its respective insurers to give the School and the Contractor 30-days advance notice of any insurance cancellation.

Contractor shall submit to School within 30-days of the Contract effective date, a certificate of insurance, which outlines the coverage and limits defined in this paragraph. Contractor shall submit renewal certificates as appropriate during the term of the Contract.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this contract, as follows:

Commercial General Liability Insurance Policy. Contractor shall provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Professional Liability, Errors and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all program activities by the Contractor and licensed staff employed by Contractor.

Workers Compensation Insurance. The Contractor shall maintain workers compensation insurance to adequately cover its employees performing services under this Contract.

7. **Indemnification.** Each party to this contract shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this contract shall be responsible for the acts and/or omissions of entities or individuals not a party to this contract.
8. **Assignment.** Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the School.
9. **Materials and Equipment.** Contractor shall furnish at its expense, all labor, materials, equipment and other items necessary to carry out the terms of this Contract. School specific materials such as IRS form W-2's, 1099's, check stock and similar supplies are the responsibility of the school.
10. **Amendments.** This contract shall not be altered, changed, or amended except by instrument in writing executed by the parties.
11. **Subcontracting.** The Contractor shall not subcontract any portion of the services to be performed under this contract without the prior written approval of the School.

12. **Independent Capacity.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the School. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the School or by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.
13. **Licensing and Accreditation Standards.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary in the performance of this Contract.
14. **Nondiscrimination.** During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.
15. **Privacy.** Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the School or as provided by law.

Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

Contractor shall certify the return or destruction of all personal information upon expiration of this Contract. Any breach of this provision may result in termination of the Contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the School for any damages related to the Contractor's unauthorized use of personal information.

For the purposes of this provision, personal information includes but is not limited to information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

16. **Savings Clause.** This Contract is contingent upon sufficient appropriations and authorization being made by the State of New Mexico Legislature to the School for the performance of this contract. If sufficient appropriations and authorization are not made by the Legislature, this contract shall terminate upon written notice of School to the Contractor.
17. **Severability.** If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this contract are declared to be severable.
18. **Termination for Convenience.** Except as otherwise provided in this Contract, either party may, by sixty (60) days written notice, beginning on the second day after the mailing (effective date), terminate this Contract in whole or in part. If this Contract is so terminated, the School

shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination. After termination of this Agreement, Contractor agrees to cooperate with/assist School's new business manager or School's designee in/with subsequent audit matters arising from the Contractor's services during the preceding year, upon request by School.

19. **Termination for Default.** Either party may terminate this contract for default, in whole or in part, by written notice to the other party if the non-defaulting party has a reasonable basis to believe that the defaulting party has:

- Failed to meet or maintain any requirement for performance under this Contract;
- Failed to perform under or otherwise breached, any term or condition of this Contract;
- Violated any applicable law or regulation.

If it is later determined that the party was not in default, the termination shall be considered a termination for convenience.

Immediately upon receipt by either the School or the Contractor of notice of termination of this contract, the Contractor shall:

- Not incur any further obligations for salaries, services or any other expenditure of funds under this contract without written approval of the School;
- Comply with all directives issued by the School in the notice of termination as to the performance of work under this contract; and
- Take such action as the School shall direct for the protection, preservation, retention or transfer of all property titled to the School and client records generated under this contract and any non-expendable personal property or equipment purchased by the Contractor with contract funds shall become property of the School upon termination. On the date the notice of termination is received, the Contractor shall furnish to the School a complete detailed inventory of non-expendable personal property purchased with funds provided under this contract; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Contractor.

The rights and remedies of the parties provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. After termination of this Agreement, Contractor agrees to cooperate with/assist School's new business manager or School's designee in/with subsequent audit matters arising from the Contractor's services during the preceding year, upon request by School.

20. **Waiver of Default.** Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the applicable party.

21. **Assurances.** The School and the Contractor agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

22. **Conflict of Interest.** The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the contract.

Exhibit A: Scope of Work

The Contractor will provide the following financial management services related to the School's activity from July 1, 2017 through June 30, 2018. Michael Vigil will become the school's licensed Business Manager. The Contractor will:

- Prepare the following financial reports
 - Quarterly reports
 - Periodic budget comparison statements
 - Cash flow analysis
 - Federal and state financial reports
 - Annual audit preparation including the School's trial balance, schedules and other support in connection with the audit of the School's financial statements as of June 30, 2017
 - Prepare applications for grant and contract reimbursements and monitoring of available funds.
- Present and discuss the financial information with school administration and the Governance Council by attending monthly meetings, either in person or remotely.
- Prepare monthly bank and other account reconciliations.
- Maintain capital asset records in accordance with applicable state and federal requirements and as necessary to support the School's financial statements. The School will be responsible for maintaining the inventory including conducting periodic inventories.
- Process purchase orders as needed from submitted purchase requisitions.
- Process accounts payable and record transactions in the general ledger.
- Prepare and submit federal Form 1099 and related forms.
- Record cash receipts and accounts receivable in the general ledger.
- Maintain the general ledger and subsidiary accounting journals and ledgers.
- Prepare budget recommendations for consideration by school administration and the Governance Council.
- Assist in responding to audit findings, if any, arising from the audit of the School for the year ended June 30, 2017.
- Develop, set-up and implement the bi-weekly payroll process.
- Record payroll transactions in the general ledger.
- Provide Federal and state Payroll Tax Deposit Management.
- Provide State Payroll Tax Reporting.
- Provide Federal Payroll Tax Reporting.
- Provide New Mexico Department of Labor New Hire Compliance Reporting.
- Provide financial reports necessary to post the payroll and related expenses.
- Provide Annual W-2 Processing.
- Will respond to the external auditors.

Exhibit B: Responsibilities of the School

The School will be responsible for adopting the policies and procedures manually prepared by the Contractor. In addition, the School will be responsible for the following:

PURCHASING AND ACCOUNTS PAYABLE

- Providing timely purchase requisitions which have been approved by the principal prior to ordering of any goods or services
- Providing timely documented receiving reports for all goods and services delivered by vendors
- Notifying contractor of any invoices received at the School and submitted timely to the contractor for processing
- Notifying contractor of any vendor issues
- Maintaining vendor and the related payment files
- Establishing check signers in accordance with governing council policy.

PAYROLL

- Have contracts for employees available for review for payroll preparation
- Prepare Personnel Action Forms for payroll changes
- Submit payroll time sheets timely if applicable

BUDGET

- Working with the contractor to develop all budgets to meet the School's charter
- Reviewing budget information provided to be knowledgeable of the budget status of the School

OTHER

- Maintaining fixed assets including conducting periodic inventories
- Assisting in responding to audit findings, if any
- Provide view access to bank accounts
- Provide access to financial system for entry of records and transactions