

MEMORANDUM OF UNDERSTANDING

Between
New Mexico Department of Finance & Administration
And
Gadsden Independent School District

MOU# 0000000000000000000006505

This Memorandum of Understanding ("Agreement" or "MOU") is entered into this 19th day of October 2007 by and between the New Mexico Department of Finance And Administration, Office of Education Accountability ("Department") and Gadsden Independent School District "Gadsden".

I. Purpose

The purpose of this Agreement is to provide reimbursement to Gadsden for providing services outlined in the New Mexico State Action for Education Leadership Project (SAELP) Work Plan, attached hereto and incorporated herein for the Wallace Foundation-funded State Action for Education Leadership Project.

II. Terms of Agreement

A. The Department agrees:

To reimburse Gadsden for services performed in conjunction with the Wallace Foundation-funded State Action for Education Leadership Project (SAELP) that meet the objectives of the Work Plan.

B. Gadsden agrees:

To perform the services outlined in the Work Plan. Gadsden will submit monthly invoices detailing work that has been performed to meet the objectives of the Work Plan.

III. Administering Agency

The administering agency is the Department.

IV. Payment

Payment hereunder will be made as follows:

The Department agrees to reimburse Gadsden within forty-five (45) days of receipt of a detailed certified invoice sent by Gadsden. The total amount of this agreement shall not to exceed thirty thousand dollars and no cents (\$30,000.00)

V. Property

The parties understand and agree that property, if any, acquired as a result of this MOU shall be the property of Gadsden. Disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

VI. Return of funds

Upon termination or after the completion of the services provided for herein, surplus money, if any shall be returned by Gadsden to the Department.

VII. Termination of Agreement

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination.

VIII. Funds Accountability

Gadsden shall maintain fiscal records, follow generally accepted accounting principles and account for all receipts and disbursements of funds transferred from the Department pursuant to this Agreement.

IX. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions in accordance with this Agreement. Neither party shall be responsible for the liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

X. Period of Agreement

This Agreement shall become effective on October 19, 2007, or as soon thereafter as approved by the respective parties and shall remain in effect until June 15 2008, unless terminated pursuant to Paragraph VII, Termination. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective Agency Heads before becoming effective.

XI. Amendment

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

XII. Appropriations

Performance under this Agreement is contingent upon sufficient authority and appropriations granted by the New Mexico State Legislature.

XIII. Governing Law

The Agreement shall be governed by the laws of the State of New Mexico.

SAELP Work Plan
Gadsden Independent Schools

Gadsden endeavors to improve training systems for principals in Gadsden Schools, implement data driven improvements to training and instruction, and improve data analysis systems and dissemination processes throughout the school district. To that end, Gadsden will:

1. Create an accurate process for tracking improvement of performance benchmark achievement over time.
2. Provide teachers with specific benchmark targets to provide more focused instruction.
3. Develop and train assistant principals to become "Student Performance Evaluators" in each of the 21 district campuses.

Gadsden will submit a report of project status to the Office of Education Accountability via an updated Project Charter or other format as determined by Office of Education Accountability staff on December 30, 2007, as well as responding to Wallace Grant requests for information as required.

Project Budget Summary

[The budget and costs reflected in the Project Plan should account for all resource labor, hardware, software, facilities, etc. required to achieve the stated scope and objectives.]

Project Budget Summary				
Budget Categories		Amount	Amount [additional funding source]	Amount [additional funding source]
a	EQUIPMENT – SIGNATURE E-PADS	\$10,000		
b	TRAVEL & FOLLOW-UP TRAINING		DISTRICT OPERATIONAL	\$ 3,000
c	EQUIPMENT – FLASH DRIVES (1000 TEACHERS & 22 ASSISTANT PRINCIPALS)	\$ 20,000		
d				
e				
f				
TOTAL (sum rows b-f)		\$ 30,000		\$ 3,000

Approved by OEA & Gadsden

Erthia Nava
by *Yvonne Lyons*

Date: 10/18/07

Team Member Signature

(Instructions: Hold a review of the project plan with your team members and obtain their agreement to participate. Each team member's signature represents his or her agreement to participate in this effort.)

TEAM MEMBER - AGREEMENT TO PARTICIPATE		
ORGANIZATION / REP	SIGNATURE	DATE
JORGE ARAUJO	_____	____/____/____
CARL SULLIVAN	_____	____/____/____
MICHELLE BALLARD	_____	____/____/____
JACOB MONTANO	_____	____/____/____
RODNEY WIGGS	_____	____/____/____
GABRIELLA MARQUEZ	_____	____/____/____
RANDAL RAPANUT	_____	____/____/____
CHRIS KAMENSKI	_____	____/____/____
JORGE ORTEGA	_____	____/____/____
YVONNE LOZANO	_____	____/____/____
_____	_____	____/____/____