

**MEMORANDUM OF AGREEMENT
GADSDEN INDEPENDENT SCHOOL DISTRICT and
INNOVATE+EDUCATE NM STEM NETWORK, SOUTHERN HUB**

This agreement (the "Agreement"), made as of October 1, 2011, is entered into by The Gadsden Independent School District (GISD), located at 4950 McNutt Road, Santa Teresa, NM 88063 (the "District") and, Innovate+Educate NM ("IENM"), located at 255 Staab Street, Santa Fe, NM 87501.

WITNESSETH THAT:

WHEREAS, GISD wishes to provide for the proposed scope of work;

WHEREAS, Innovate+Educate NM has presented that it has the present ability to perform said work;

WHEREAS, Innovate+Educate NM has launched the NM STEM Network and the Southern HUB and is implementing a STEM project in Gadsden Independent School District;

NOW THEREFORE, The parties hereby mutually agree as follows:

STANDARD PROVISIONS

ARTICLE 1: SCOPE OF WORK

Innovate+Educate NM (referred to as IENM) will perform the work required pursuant to the proposed Scope of Work (Attachment A) under the direction of Jamai Blivin, CEO and President of Innovate+Educate and Chairman of the Board, Jami Grindatto, Intel Corporation. Any deviations from the Scope of Work by IENM, pursuant to Attachment A shall require prior written permission from GISD.

ARTICLE II: COMPENSATION

The Scope of Work (Attachment A) to be performed under the Agreement will be allocated between GISD and IENM for the period of October 1, 2011 through September 30, 2012; contingent upon availability of appropriation. GISD will provide funds in the amount of \$109,000 to be paid directly to the individual contractors or suppliers as secured through the established GISD Purchasing Procedures. IENM will provide funds in the amount of \$109,000, to be paid directly to the individual contractors or suppliers as secured through the established IENM purchasing procedures. GISD shall not be obligated to incur expenditures nor shall IENM be obligated to incur expenditures in excess of the amounts indicated in this Agreement. IENM will provide a program/expenditure report to GISD on a quarterly basis with a final report no later than October 31, 2012.

ARTICLE III – INDEMNIFICATION

As between the parties, each party shall 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 its officials, agents and employees pursuant to the Agreement. The liability of both parties shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1- et sec. N.M.S.A. 1978, and of any amendments thereto.

ARTICLE IV – TERMINATION It is understood and agreed that this Agreement will terminate on September 31, 2011 upon completion of the Scope of Work (Attachment A). GISD or IENM will not

be responsible for any further costs associated with this work upon termination of this contract. No further commitments may be made by IENM without specific authorization from GISD. Continuation of this service will only exist upon the execution of a new contract or amendment to this Agreement between GISD and IENM.

ARTICLE V – AUDIT REPORTS

IENM agrees to comply with the requirements of OMB Circular A-133, or A-128, as applicable. IENM further agrees to provide GISD’s Finance office with copies of any of the independent auditor’s reports of the organization, which presents instances of non-compliance with Federal laws and regulations, which bear directly on the performance or administration of this Agreement. In cases of such non-compliance, IENM will provide copies of responses to auditor’s reports and a plan of corrective action. All reports prepared in accord with the requirements of OMB Circular A-133 or A-128 shall be available for inspection by representatives of GISD or the Government during normal business hours.

In instances where no non-compliance issues have been identified through formal audit, IENM shall provide a certification so stating to GISD’s Finance Office.

ARTICLE VI – AMENDMENTS

This agreement shall not be altered, changed or amended except by an instrument in writing and executed by the parties hereto. Such amendment shall be subject to the approval of GISD and IENM.

ARTICLE VII – NOTICES

Any notice required by this Agreement shall be given in writing to the parties designated below. The notice shall be effective when delivered personally to any party, of three (3) business days after deposited, postage pre-paid, hand delivered or certified, in any official receptacle of the U.S. Postal Service.

IN WITNESS THEREFORE, the parties hereto have caused this Agreement to be executive by its duly authorized representative on the respective dates indicated below.

Gadsden Independent School District
Superintendent
Gadsden Public school District
P. O. Drawer 70
Anthony, NM 88021
Gadsden Independent School District

Innovate+Educate NM
President & CEO
228 Griffin Street
Santa Fe, NM 87501

Innovate+Educate NM

Signature

Signature

Title

Title

ATTACHMENT A
Memorandum of Agreement
Gadsden Independent School District and Innovate+Educate NM

NM STEM Network Southern HUB
Innovate+Educate NM
Statement of Work

STEM OUTREACH NETWORK—Southern Hub

Funds of \$ 218,000 are allocated for the following scope of work in the amounts specified:

- NMSTEM/GISD will provide Fall, Spring and Summer STEM Outreach Camps. Spring and Fall for Grade 6 students and Summer for Grades 7-12.
- NMSTEM/GISD will identify experts in the fields to conduct the camps and provide support for the students and their teachers.
- NMSTEM will provide scholarships for students to attend specialized camps.
- GISD will provide transportation and the student nutrition program for all students attending
- NMSTEM/GISD will provide the necessary supplies, equipment and technology to support all programs in the Innovation Center
- The content of all camps will be based on problem solving, critical thinking and are inquiry based. Data tracking of math and science scores will be done for all students in camps.
- Summary reports will be provided at the end of each Seamless Year.

GISD will provide funds directly to the specified contractor/supplier for the following:

- Student Transportation \$ 15,000
- STEM Teams/STEM Experts/Professional Development \$ 86,000
- Campus Camp Teachers \$ 2,000
- Seamless Summer Intern \$ 4,000
- Supplies and Printing \$ 2000

Total Investment (Public) \$109,000

District in-kind services

- Student Nutrition Program - Children \$4000
- Technology Equipment & Support \$4000

Total Investment Cash and In Kind \$117,000

IENM will provide funds directly to the specified contractor/supplier for the following:

- STEM Teams/STEM Experts/Professional Development \$50,000
- STEM Scholarships \$10,000
- Data and Tracking of STEM subject matter gains \$10,000
- ½ FTE NMSTEM Program Director \$30,000
- Travel and Travel Stipends \$ 5,000
- Event Hosting Expenses \$ 3,700
- Student Nutrition Program – Adults \$300

Total Investment (Private) \$109,000

- In-Kind 1/2 FTE NMSTEM Program Director \$30,000

Total Investment Cash and In-Kind \$139,000