#### AGREEMENT No. 2012-GISD-12

#### Between

#### THE GADSDEN PUBLIC SCHOOL DISTRICT

and

#### THE REGENTS OF NEW MEXICO STATE UNIVERSITY

This AGREEMENT entered into by and between the Gadsden Public School district (hereinafter referred to as GISD) and The Regents of New Mexico State University, (hereinafter referred to as NMSU):

WITNESSETH THAT:

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

WHEREAS, NMSU has represented that it has the present ability to perform said work;

NOW THEREFORE, the parties hereto do hereby mutually agree as follows:

#### **Standard Provisions**

#### ARTICLE I – Scope of Work

NMSU will perform the work required pursuant as per the proposed Scope of Work (Attachments A). NMSU will perform the Scope of Work under the direction of Wanda Bulger-Tamez, NMSU employee. Deviations from the Scope of Work by NMSU, pursuant to Attachment A, shall require prior written approval of GISD.

#### ARTICLE II – Compensation

The work to be performed under the Agreement is on a cost-reimbursable basis and GISD allocates the amount of \$30,000 for the period of June 1<sup>st</sup> 2011 through May 30<sup>th</sup> 2012. GISD shall not be obligated to reimburse, nor shall NMSU be obligated to incur expenditures in excess of this limitation. A final billing shall be submitted no later than ninety (90) days after the termination of this Agreement. In no event shall the final billing exceed the Agreement budget amount.

NMSU shall submit monthly invoices to GISD indicating the amount expended for the current period and cumulative to date. Invoices shall be reviewed and certified for payments by GISD's Finance Department. GISD shall reimburse NMSU for allowable costs incurred in the performance of this Agreement.

Monthly invoices to be sent to the following GISD contact:

Erica Villarreal (575) 882-6244 evillarreal@gisd.k12.nm.us

Any expenses charged to the Agreement must be consistent with the principles set forth in the Office of Management and Budget Circulars (OMB) A-21, A-110 and A-133, and the terms of this Agreement.

GISD allows for re-budgeting between line items as long as the total amount of the award is not exceeded.

GISD will not allow any of the Spaceport CRT spent on indirect cost recovery.

#### 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 of 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 may be terminated by either party upon thirty (30) days written notice. In the event of termination by GISD, NMSU will be reimbursed for all commitments under Article II. No further commitments may be made by NMSU without specific authorization from GISD. In the event of termination by NMSU, any unexpended or unobligated balance of funds advanced by GISD shall be refunded to GISD.

#### ARTICLE V – Audit Reports

NMSU agrees to comply with the requirements of OMB Circular A-133, or A-128, as applicable. NMSU further agrees to provide GISD's Finance Office with copies of any of the Independent auditor's reports, which present 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, NMSU 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.

Prior to final payment, NMSU agrees to certify that all required non-compliance reports and responses relative to this Agreement have been provided, or will be provided to GISD's Finance Office prior to final payment. In instances where no non-compliance issues have been identified through formal audit, NMSU 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 NMSU.

#### ARTICLE VII - Notices

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

GISD : NMSU :

Rosa Hood Gadsden Public School District PO Drawer 70 Anthony, NM 88021 Neta Fernandez, Director Office of Grants & Contracts POB 30001 MSC OGC Las Cruces, NM 88003-8001

ARTICLE XI – Supersedure

This Agreement supersedes and replaces any previous arrangements, oral or written, between the parties hereto pertaining to this Agreement

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives on the respective dates indicated below.

By an Authorized Official of:

Gadsden Independent Public School District

By an Authorized Official of:

Regents of New Mexico State University

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Rosa Hood date Neta Fernandez, Director date Coordinator or Secondary Curriculum Office of Grants and Contracts

**Educational Services** 

## **Attachment A**

## **Mathematically Connected Communities (MC<sup>2</sup>)**

Our mission is to improve student achievement and the teaching and learning of secondary mathematics by building a statewide learning community of mathematics educators, mathematicians, and public school leaders.

# 1. Summer Academies Connected to Year-round Professional Development

The yearly summer mathematics academies provide teachers with an in-depth study of mathematics content and connections between the advanced math they are learning and the math they teach at their grade level.

### 2. Continuous Professional Development

- Align Assessments with Standards,
- Assist districts in implementing new standards-based curricula.
- Assist in developing and implementing ongoing assessments, and
- Provide math workshops and courses for teachers in key areas such as geometry and measurement, algebraic thinking, and number and operations.

#### 5. Web-based Math Resources

A web-based Knowledge Network will facilitate coordination and communication between the different components of this project. It will support the communication between the diverse communities of public school administrators, teachers, mathematicians, and university math educators.

With the help of the GISD spaceport tax funding, the staff of MC<sup>2</sup> will offer workshops for the GISD math teachers as well as leadership workshops as indicated in the proposed budget.

## Mathematically Connected Communities And Gadsden Independent School District June 2011- May 2012 Total Budget \$30,000

#### MC2 Summer Math Academies:

Activity	Budget
Five Day Summer Math Academies for 50 Teachers Grades 5-12, June	\$10,000
6-10, 2011	
Topics of Emphasis:	
Developing Teacher Content Knowledge of Ratio and Proportions	
<ul> <li>Instructional Strategies for Differentiation</li> </ul>	
Engaging English Language Learners in the Math Classroom	
Formative Assessment Strategies	
Cooperative Learning and Connected Math for teachers new to CMP.	
Five Day Mathematic Follow-up Academy for 20 teachers Grades 5-	\$5,000
12, June 27 – July 1, 2011	
Continue Study of Ratio and Proportions with a focus on developing	
mathematics knowledge for teaching.	
<ul> <li>Develop strategies for Writing about Mathematics</li> </ul>	
Study Strategies for Differentiation and Assessment for Mathematics	
Workshop and Book Study Materials	\$2,000

## 9 Days of Math Leadership Professional Development for Math Process Trainers

Activity	Budget
Leadership Professional Development Includes:	\$12,000
<ul> <li>Summer Workshops (August , 2011) – Refining Coaching Skills with</li> </ul>	
Jim Knight	
• Fall 2011 – May 2012: MC <sup>2</sup> will provide monthly district-based	
coaching workshops for all Math Process Training. The Workshops	
will be designed with collaboration with the district math	
coordinator (George Manriquez)	
Workshop and Book Study Materials	\$1,000