

EDUCATIONAL SERVICES AGREEMENT NO. 05/06-E008 Cycle 20B

This Agreement, effective the 1st day of December, 2005, is entered into between The University of Texas at El Paso, located in El Paso, Texas, (hereafter "University") a state institution of higher education established under the laws of the State of Texas as a component of The University of Texas System (hereafter "System"), and the Gadsden Independent School District, Anthony, New Mexico, (hereafter "Agency").

WHEREAS, Agency desires to support educational services in accordance with the scope of work outlined within this Agreement;

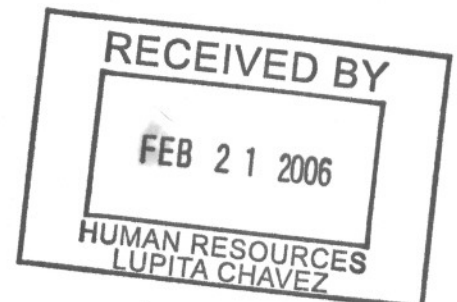
WHEREAS, the performance of such services is consistent with, compatible with, and beneficial to, the academic role and mission of the University as an institution of higher education; and

WHEREAS, this Agreement provides support for the project titled the "Alternative Certification Program" (ACP),

THEREFORE, the parties hereto agree as follows:

1) SCOPE OF WORK:

The work to be performed under this Agreement shall be carried out under the direction of Dr. Darlene Brown, Teacher Education Department (hereafter "Program Administrator,") in accordance with the Scope of Work, which is attached as ATTACHMENT A. The manner of performance of the work shall be determined solely by the Program Administrator. University does not guarantee specific results, and the work will be conducted only on a best effort basis.



2) PERFORMANCE PERIOD

The work to be performed by the University under this agreement shall be performed beginning on January 1, 2006 and terminating on December 31, 2006. It is understood that this agreement spans two of Agency's fiscal years. The agreement is renewable by mutual written agreement of the parties, subject to re-negotiation of the budget.

3) TERMINATION

Either party may terminate this agreement upon thirty (30) days written notice. In the event of termination by either party, agency agrees to compensate University for all expenses incurred up to the date of termination as well as any non-cancelable obligations incurred in good faith by the University. The indemnification obligation of Article 6, below, will survive such termination in regard to events and liabilities accrued under this agreement prior to the termination.

4) COMPENSATION

As consideration for the performance by University of its obligations under this Agreement, Agency will pay the University a fixed fee in the amount of \$5,750 as detailed in the attached budget, ATTACHMENT B. Such amounts are to be paid in accordance with schedule detailed in ATTACHMENT B. It is understood that this contract spans two fiscal years. The first year will obligate Agency to a total sum due by June 30, 2006 of \$2,950. The second year totals \$2,800 and must be paid prior to December 31, 2006.

5) RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall be construed as establishing a partnership or joint obligations among the parties hereto. Each party retains the right to conduct its business as it sees fit.

6) INDEMNIFICATION

If State Agency: Since both parties are agencies of the State of Texas and are therefore governed by the same state laws and constitution, each agrees to be liable for its own negligent or intentional accounts.

If Non-State Agency: To the extent authorized by the Constitution and Laws of the State of Texas, the University agrees to hold the Agency harmless from liability for the negligent acts or omissions of officers, agents, and employees of the University for activities undertaken under this Agreement; provided, however, that the University shall not hold Agency harmless from claims arising out of the negligence or willful malfeasance of the Agency its officers or agents, or any person or entity not subject to the control or supervision of the University. To the extent authorized by the laws of the State of Texas, Agency shall indemnify and hold harmless The University of Texas System, the University, their regents, officers, agents, and employees from any liability or loss resulting from judgments or claims against them arising out of the activities to be carried out under this Agreement, including but not limited to Agency's use of the results of the research; provided, however, that Agency's obligation to indemnify and hold harmless shall not include claims arising from the negligence or willful malfeasance of a regent, officer, agent, or employee of the University or The University of Texas System.

7) GENERAL

- a.) This Agreement may not be assigned by any party without the prior written consent of the other party.
- b.) This Agreement constitutes the entire and only agreement between the parties relating to the project described herein and supersedes all prior agreements and discussions whether oral or written.
- c.) Any notice required by this Agreement shall be given by prepaid first class certified mail, return receipt requested, addressed in the case of the University to Dr. Roberto Osegueda, Vice Provost for Research, Administration Building Room 209, The University of Texas at El Paso, El Paso, Texas 79968-0587, and The University

of Texas System, Office of General Counsel, 201 W. 7th Street, Austin, Texas 78701,
or in the case of the Gadsden Independent School District, P O Drawer 70, Anthony,
New Mexico, 88021, Attn: Barbara Browder, Superintendent.

d.) This Subcontract shall be construed and enforced in accordance with the laws
of the United States and the State of Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly
authorized representatives.

University of Texas at El Paso:

Gadsden Independent School District:

Diana S. Natalicio, President

Authorized Signature

Date: _____

Title: _____

Date: _____

Attachment A
Scope of Work for 05/06 –E008 Cycle 20B
The Alternative Teacher Certification Program

1. Introduction:

The University of Texas at El Paso will conduct the Alternative Teacher Certification Program in accordance with the approved Alternative Teacher Certification Program guidelines of the State Board of Education. The additional teachers certified by this program are essential to meet critical needs of area school districts for Bilingual Elementary, PreK-12 and Secondary level in fields as needed.

2. Responsibilities:

- a. University will be responsible for providing course work, student advisement, and support necessary for successful completion of the program.
- b. University will provide the following project staff to conduct the program:
 - (1) Director-Dr. Darlene N. Brown
 - (2) Coordinators-2 Fulltime Staff and 3 Part-time staff
 - (3) Certification Specialist
 - (4) Administrative Assistant I
 - (5) Senior Administrative Clerk I
- c. University project staff members will be responsible for the following:

Director:

1. Prepares ACP proposal/reports to be submitted as needed.
2. Convenes ACP participating parties to determine policies and practices at least twice a semester.
3. Meets periodically with ISD Alternative Teacher Certification Administrators.
4. Signs ACP expenditure authorizations.
5. Supervises work of ACP Coordinators and Specialist.
6. Organizes pre-service orientation program for all campus administrators.
7. Ensures conduct of annual program evaluation and preparation of yearly program evaluation reports.
8. Coordinates with COE department chairs, the scheduling of ACP courses.
9. Maintains link between ACP and Department of Teacher Education
10. Periodically visits ACP participating campuses (at least once annually) to meet with principals, mentor teachers and alterns.
11. Make recommendations for certification to SBE for completing alterns.
12. Presents ACP workshops to explain program to potential candidates on a regular basis.
13. Other duties as assigned.

Certification Specialist:

1. Prepares forms for application, eligibility, and plan of studies.
2. Review credentials of applicants for eligibility and prepares ACP certification plans for each qualified candidate. Makes plans available to candidates and districts on a regular basis.
3. Maintains ACP office open on a daily basis to answer questions about the program in person, by phone, or by letter.
4. Maintains program records of applicants, program status, and completion including ISD recommendation for certification.
5. Prepares all formal correspondence for certification.
6. In charge of office protocol in absence of the director.
7. Acts as linkage between the ACP director and the various program constituencies (personnel directors, principals, mentor teacher, alterns, field coordinators, UTEP department chairs, Dean's office, etc.).
8. Assembles documentation.
9. Other duties as assigned.

Coordinator:

1. Facilitate a one-credit university seminar each semester addressing special topics such as classroom management, evaluation of student progress, and ExCET preparation.
2. Assist alterns in solving implementation problems during their required summer observations including the fall and spring teaching assignments.
3. Observe teaching performance of alterns a minimum of three times during the school year.
4. Maintain calendar of daily activities.
5. Contributes to the process of program development.
6. Meet with mentor teachers, principals, and /or assistant principals to discuss the progress of each altern.
7. Completes all required paperwork in a timely and efficient manner.
8. Assist in a team effort in improving intakes and processing alterns.
9. Maintains office hours as needed.
10. Perform other duties as assigned.

Administrative Assistant:

1. Acts as liaison for management by effectively interacting with faculty and campus personnel; may serve as a human resources liaison by processing personnel action paperwork in conjunction with established organizational policies and procedures.
2. Tracks work orders and inputs employment data.
3. Creates and maintains database and spreadsheet files.
4. Prepares memorandums, hiring requests and purchase requisitions; files correspondence and other records.
5. Processes new appointments and payment vouchers.
6. Oversees temporary employees and other administrative staff and assigns duties

7. Maintains a high degree of confidentiality on all sensitive information.
8. Prepares ACP advertisements and information inviting candidates to apply.
9. Coordinates with assigned ISD Alternative Certification Administrators on establishing dates for periodic meetings (steering committee and advisory committee).
10. Develops in cooperation with the Director a calendar of program activities for the year.
11. Other duties as assigned.

Senior Administrative Clerk:

1. Provides highly skilled or specialized clerical and supervisory abilities for position requiring the exercise of considerable judgment in making unreviewed decisions in accordance with policies.
2. Usually supervises one or more clerical and secretarial employees.
3. Relieves an administrator of many of his/her routine and moderately complex administrative matters.
4. Determines work priorities and schedules specific duties. Corrects information and data.
5. Supervises and assists in the compilation of various records and reports. Checks completed reports and studies for correctness and completeness.
6. Participates in the selection and training of clerical personnel.
7. Composes correspondence and submit only the most complex for approval.
8. Suggests and implements routines to facilitate workflow. Coordinates and assigns related duties as required.
9. Acts as liaison between other units and departments within he institution.
10. Responsible for the design, execution, and effectiveness of a system of internal controls which provides reasonable assurance that operations are effective and efficient, assess are safeguarded, financial information is reliable, and applicable laws, regulations, policies, and procedures are complied with.
11. Periodically attends meetings and conferences with or in the place of the supervisor.
12. Responsible for other financial reports and statements.
13. Other duties as assigned.

ATTACHMENT B

Budget for 05/06 – E008 – Cycle 20B

Membership Fee	\$ 150
Participant Fee	
2 Students @ \$2,800	\$5,600
(Juan Avila, Kristina Long)	
Total Projected Costs	\$5,750

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PAYMENT/INVOICE

This document constitutes your one and final invoice. The total amount of \$5,750 must be paid no later than November 30, 2006. Payment schedule is determined by the agency and should be at the agency's convenience.

Should participants not complete the program, the Agency is obligated only for the period of participation. Agency will notify the University in writing of any change in the number of participants. The full training fee for a regular altern is \$2,800. Below is the schedule for amounts to be paid, should alterns leave the program prior to completion:

If the separation occurs:

1/1 to 1-31	\$ 0
2/1 – 2/28	\$ 280
3/1 - 3/31	\$560
4/1- 4/30	\$840
5/1 -5/31	\$1,120
6/1 -6/30	\$1,400
7/1 -7/31	\$1,680
8/1 - 8/31	\$1,960
9/1 - 9/30	\$2,240
10/1 -10/31	\$2,520
End of Semester	\$2,800