



BILL RICHARDSON
GOVERNOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF EDUCATION ACCOUNTABILITY

180 Bataan Memorial Building
(505) 476-1070

Santa Fe, New Mexico 87503
Fax: (505) 476-1072

KATHERINE B. MILLER
CABINET SECRETARY

MEMORANDUM

December 1, 2008

To: Yvonne Lozano
From: Beata Thorstensen *BT*
Subject: Memorandum of Understanding Between *Gadsden* Texico and OEA

Attached, please find four copies of a Memorandum of Understanding between the Office of Education Accountability and Gadsden for the 2008-09 Wallace grant project. Please review and have the appropriate individuals approve all four copies, signing on the locations marked. Please then return the signed copies of the MOU via overnight carrier to my attention:

NM Office of Education Accountability
180 Bataan Memorial Bldg
Santa Fe NM 87501
505-476-1087

Once we receive the signed copies, they will be sent to Secretary Miller for final approval. Once they receive final approval, the MOU will be fully executed. Please note that the MOU does not become active until it receives the final signature from Secretary Miller. If you have any questions, please feel free to call me at 505-476-1087, or contact me by email, beata.thorstensen@state.nm.us.

Attachments

MEMORANDUM OF UNDERSTANDING

Between
New Mexico Department of Finance & Administration
And
Gadsden Schools

MOU# 000000000000000000009152

This Memorandum of Understanding (“Agreement” or “MOU”) is entered into this 1st day of July 2008 by and between the New Mexico Department of Finance And Administration, Office of Education Accountability (“Department”) and Gadsden Schools “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 seventy five thousand dollars and no cents (\$75,000.00)

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 July 1, 2008, and shall remain in effect until June 30, 2009, 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.

New Mexico Department of Finance
& Administration

By: _____
Secretary

Date

By: *Paul Kippert*
Department of Finance & Administration
General Counsel

pm _____
Date *12/11/00*

Gadsden Schools

By: _____
Superintendent

Date

By: _____
Legal

Date

Gadsden Schools Work Plan

1. Gadsden schools' leadership will provide comprehensive assistance in the implementation of the New Mexico Leadership Institute as requested by the Director of the Office of Education Accountability and Wallace grant staff. This includes attending meetings and providing input as requested.
2. Preparing Leaders Together. Preparing Leaders Together is a collaborative project between New Mexico State University and Gadsden Schools. Gadsden will utilize funds to support year 2 of a cohort of 7 educational leadership candidates participating in the Preparing Leaders Together program at New Mexico State University during the 2008-09 school year.
3. Participation in the Southern Regional Education Board's leadership training modules. These funds would be needed to update the leadership skills of all of the current principals and assistant principals so they meet all of the competencies in the New Mexico HOUSSE principal and assistant principal evaluation system effective as of July 1, 2008.

Budget:

Preparing Leaders Together support for tuition and fees:	\$70,000.00
SREB Module registration and attendance:	\$5,000.00
Total:	\$75,000.00