

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, 13-GISD-1 is entered into by and between the **Gadsden Independent Schools 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 in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I – Scope of Work

NMSU will perform the work required pursuant as per the proposed Scope of Work (Attachment A). NMSU will perform the Scope of Work under the direction of Dr. Susan Brown, 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 **\$94,175** for the period of October 25th, 2012 through May 30th 2013. 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 June 20th 2013. 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.

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

GISD does not allow for the recovery of indirect costs as relates to this agreement.

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

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. **By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.**

ARTICLE V - Amendments

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

ARTICLE VI – Notices

Any notice required by this Agreement shall be given in writing to the parties designated below:

GISD

Jeanne Fields, Director of Federal Programs
Gadsden Independent School District
4950 McNutt
Sunland Park, NM 88063
dfields@gisd.k12.nm.us
(575) 882-6212

NMSU

Neta Fernandez, Director
NMSU Office of Grants and Contracts
POB 30002 MSC OGC
Las Cruces, NM 88003-80002
ogc@nmsu.edu
(575) 646-1590

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

By an Authorized Official of:
GISD

Efren Yturralde, Superintendent
Gadsden Independent School District

By an Authorized Official of:
NMSU



Dr. Neta Fernandez, Director
NMSU Office of Grants and Contracts

Date: _____

Date: 10/18/2012



Attachment A

Working with the twelve Gadsden elementary schools, SEMAA will implement its vision and mission:

- inspiring a more diverse student population to pursue careers in STEM related fields,
- increasing student participation and student achievement in the STEM fields
- engaging students, parents, and teachers by incorporating emerging technologies
- and challenging students with a rigorous curriculum that meets national, math, science, and technology standards in the after school programs, participating in the summer sessions, and the Family Festivals

Our statement of work includes:

1. Provide two SEMAA sessions; session #1 (lecture-45 minutes) and session #2 (lab-30 minutes) one day per week at twelve Gadsden Elementary Schools, Anthony Elementary, Berino Elementary, Desert Trail Elementary, Desert View Elementary, Gadsden Elementary, La Union Elementary, Loma Linda Elementary, North Valley Elementary, Santa Teresa Elementary, Sunland Park Elementary, Sunrise Elementary and Vado Elementary schools.
2. Provide professional development for the SEMAA instructors once per semester (twice a year).
3. Provide the supplies and curriculum for the SEMAA staff at each elementary site. The curriculum meets the national, state, and local math, science and technology standards and integrates well with the Gadsden Independent School District’s plan
4. Provide help in facilitating the Family Festivals in that we provide STEM activities for the families to enjoy as well as informative sessions on parenting.
5. Integrate with the mentoring, technology, and arts sessions.
6. Provide a program coordinator who will be in the schools every week, working with the teachers, recruiting students, translating curriculum, and enriching the curriculum as needed by the SEMAA instructors.
7. Provide a field trip per site for all 4th, 5th, and 6th SEMAA students to New Mexico State University where the students work on STEM projects at the SEMAA Aerospace Education Lab and activities from collaborating campus activities.

Title 1 SEMAA Budget

Description	Amount
Supplies	48,000
Travel to the Centers	4,000
Professional development (Spring 2013)	3,600
Family Program coordinator salary and Fringes (32%)	36,575
Field Trip costs Fall 12 and Spring 13	2,000
TOTAL	94,175