

# MEMORANDUM OF AGREEMENT

Between  
THE LAS CRUCES PUBLIC SCHOOL DISTRICT  
And  
THE REGENTS OF NEW MEXICO STATE UNIVERSITY

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

WITNESSETH THAT:

WHEREAS, LCPS wished 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 and LCPS agree that under the terms of this agreement a selection of two cohorts, to consist of ten (10) teachers each; *-that* will participate in a graduate certificate specific for autism delivered via *Online* university coursework. LCPS will register the approved students for each fall and spring semester and be invoiced by NMSU for the tuition costs. The courses must meet the university standard of 10 graduate students or will be cancelled due to low enrollment.

### Article II – Compensation

The *Online* coursework under the Agreement will be paid per semester and LCPS allocates a total of \$100,000.00 to be broken out as follows: Per semester NMSU will be compensated for one course per student. Cohort I will attend two years (2014-2016) and Cohort II will attend two years (2015-2017), for a total of *four* years of the agreement.

Indirect cost recovery will not be allowed for the purposed of this agreement. LCPS shall not be obligated to reimburse, nor shall NMSU be obligated to incur expenditures in excess of this limitation. Should an increase in tuition cause expenses to exceed \$100,000 in total, an addendum will be added to the MOA to cover the costs. A final billing shall be submitted no later than fifteen (15) days after the termination of this Agreement. In no event shall the final billing exceed the Agreement budget amount. Invoices *for student online coursework* shall be reviewed and certified for payments by the *Special Education, and thus, will notify LCPS Finance Department to make payment; after confirmation of services rendered for student online coursework. Such compensation shall be payable within 30 days of*

receipt of Contractor's **monthly invoice** for services rendered supported by reasonable documentation. After the thirtieth day from the date written certification of acceptance is issued by the School District, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month. LCPS shall reimburse NMSU for allowable costs incurred in the performance of this Agreement.

Invoices are to be sent to LCPS at:

Las Cruces Public Schools  
Accounts Payable  
505 S. Main Street, Suite 249  
Las Cruces, NM 88001  
(575) 527-6640 (575) 527-5983

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, A110 and A-133, and the terms of this Agreement.

#### ARTICLE III-Term

This Agreement shall become effective on August 1 2014 and shall terminate on June 30, 2017 unless terminated pursuant to Article IV, infra.

#### ARTICLE IV- Liability

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 amendments thereto.

#### ARTICLE V – 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 LCPS, NMSU will be reimbursed for all commitments under Article II. No further commitments may be made by NMSU without specific authorization from LCPS. In the event of termination by NMSU, any unexpended or unobligated balance of funds advanced by LCPS shall be refunded to LCPS.

#### ARTICLE VII – 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 LCPS and NMSU.

#### ARTICLE VIII-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.

NMSU:

Alisha Giron, Director

Office of Grants & Contracts  
POB 30001 MSC OGC  
Las Cruces NM 88003-8001

LCPS:

Stan Rounds, Superintendent

Las Cruces Public School District  
500 South Main Street  
Las Cruces, NM 88005

ARTICLE XI – Supersedure

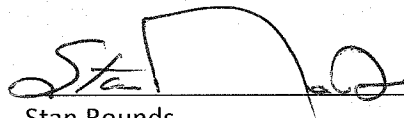
This Agreement supersedes and replaces any previous arrangements, oral or written, between the parties hereto pertaining to this Agreement.

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:  
Regents of New Mexico State University

By an Authorized Official of:  
Las Cruces Public School District

\_\_\_\_\_  
Alisha Giron, Director      Date  
Office of Grants and Contracts

  
\_\_\_\_\_  
Stan Rounds      Date  
Superintendent      8/12/14