

## MEMORANDUM OF UNDERSTANDING

### BETWEEN REGION 9 EDUCATION COOPERATIVE AND Cuba ISD

#### Memorandum # 23998000046

THIS FUNDING MEMORANDUM (Memorandum) is entered into by and between the Region 9 Education Cooperative (REC 9) and Cuba ISD (DISTRICT), referred to individually as Agency and jointly as Agencies.

#### 1. **PURPOSE**

Educator Fellows is a program starting February 2022 and ending September 2024 managed by the New Mexico Public Education Department. The program uses funds made available through the American Rescue Plan Act to promote two major goals:

1. Create a new teacher/educator pipeline for schools in New Mexico.
2. Improve adult-to-student ratios in classrooms as the state recovers from the COVID-19 pandemic. Improving the ratio allows educators to provide targeted small group intervention for a broad range of needs

#### 2. **COMPENSATION**

- A. REC 9 shall pay to the District payments for authorized services satisfactorily performed and expenses incurred pursuant to “ADDENDUM A,” such compensation not to exceed **\$694,600.00**. Such compensation is a maximum and not a guarantee that the work assigned to be performed by the District under this Agreement shall equal the amount stated herein. There is no requirement imposed upon REC 9 pursuant to this Agreement to purchase any quota of services hereunder.
- B. Nothing contained in this Agreement shall require REC 9 to pay for any unsatisfactory work, as determined by REC 9, or for work that is not in compliance with the terms of this Agreement. In no event will the District be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. The District is responsible for notifying the Agency no less than 30 days prior to when the services provided under this Agreement reach the total compensation amount.
- C. Payment is subject to the availability of funds/appropriations made available by the NMPED to REC 9.

#### 3. **TERM**

This Memorandum shall become effective when signed by both Agencies and shall terminate on June 30, 2023, unless otherwise terminated pursuant to Article V herein.

### **3. RESPONSIBILITIES OF THE PARTIES**

The Agencies understand that each should be able to fulfill its responsibilities under this Memorandum and in accordance with the provisions of law and regulation that govern their individual activities. Nothing in this Memorandum is intended to negate or otherwise render ineffective any such legal provisions or operating procedures. If at any time either of the Agencies is unable to perform its functions under this Memorandum in addition to its statutory and regulatory mandates, the affected agency shall immediately provide written notice to the other to establish a date for mutual resolution.

### **4. SCOPE OF WORK**

Cuba ISD shall provide the services as set forth in the scope of work in “**ADDENDUM A - STATEMENT OF WORK**”.

### **5. MAINTENANCE OF RECORDS**

Each agency shall maintain its own records as required in compliance with applicable federal, state, or local laws, ordinances, and codes, but in no case for a period of less than four (4) years after the date of termination of this Memorandum. Upon written request of either agency and during normal business hours, there shall be made available to that agency for examination of all of the other agency's records with respect to all matters covered by this Memorandum and any subsequent agreements. The examining agency may audit, examine and/or make excerpts or transcripts from such records of data as may be pertinent to this Memorandum, as well as by federal and state law. Upon the termination of this Memorandum, each agency's records will be returned to that agency by the other agency, where a written request for the same is made within ninety (90) days from the date of termination.

### **6. CONFIDENTIALITY**

All material given to, made available, prepared, or assembled by one agency by virtue of this Memorandum, including but not limited to student records related to services provided under this Memorandum, shall be kept confidential in accordance with the law. Likewise, any information that an agency identifies as proprietary or confidential information, or otherwise requests to be kept confidential, will be safeguarded by the other agency and shall not be disclosed to any individual or organization without the prior written approval of the agency claiming confidentiality, except where required by law.

### **7. LIABILITY**

Nothing in this Memorandum waives or relinquishes any immunity or defense, including, without limitation, immunity available under the New Mexico Tort Claims Act on behalf of each respective agency or its agents and representatives as a result of the executions of this Memorandum or the performance of the obligations contained herein.

The Agencies are solely and individually liable for the actions of the governing officials, officers, employees, and agents and no agency to this Memorandum shall be responsible for liability incurred as a result of the other agency's acts or omissions in connection with this Memorandum.

## **8. DISPUTES**

The Agencies will attempt to resolve disputes informally and at the lowest level at which the issues can be resolved. At each level, the Agencies will attempt in good faith to resolve any dispute through discussions between representatives who have the authority to settle the dispute.

Where such informal efforts do not resolve the dispute, the agency dissatisfied with the performance of any of the obligations imposed on the other, under the terms of this Memorandum, shall give written notice to the non-performing agency of the duties that the dissatisfied agency believes have not been performed. The non-performing agency shall have 10 days from receipt if such notice to correct any failure to perform the duties so specified.

## **9. TERMINATION PROVISIONS**

REC 9 may terminate this Memorandum for convenience or cause. Cuba ISD may terminate this Memorandum based upon REC 9's uncured, material breach of this Memorandum only after Cuba ISD written (30) day notice to REC 9 of breach and intent to terminate, and an opportunity to cure.

Notification of the termination shall be given at least 30 days prior to the intended date of termination. Notification of the termination shall not relieve the terminated agency of the obligation to complete duties imposed prior to the date of termination.

## **10. APPROPRIATIONS**

The terms of this Memorandum are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Memorandum. If sufficient appropriations and authorization are not made by the Legislature, this Memorandum shall terminate immediately upon written notice being given by one agency to the other. The REC 9's decision as to whether sufficient appropriations are available shall be accepted by the Cuba ISD and shall be final. If Cuba ISD proposes an amendment to the Memorandum to unilaterally reduce funding, REC 9 shall have the option to terminate the Memorandum or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## **11. EXTENSION**

The Agencies may jointly agree to extend the Memorandum in writing. Notification of intent to seek extend the Memorandum must be given to the other agency at least 30 days prior to the expiration of the Memorandum.

**12. AMENDMENT**

This Memorandum shall not be altered, changed, or amended except by written agreement of the Agencies hereto.

**13. NOTICE**

Any notice required to be given to either agency by this Memorandum shall be in writing and shall be delivered by courier service, U.S. mail, or by electronic communication to the receiving agency designee as specified below. The electronic notification shall be deemed received at the time the agency sending electronic notice receives written verification of receipt by the receiving agency, including but not limited to a read receipt.

To REC 9:

Arissa Klumker  
2002 Sudderth Dr.  
Ruidoso, NM 88345  
arissa.klumker@regionix.org

To Cuba ISD :

Address: 50 County Road  
City: Cuba State: NM Zip: 87013  
Email: ksanchez-griego@cuba.k12.nm.us

**14. TOTALITY**

This Memorandum incorporates all the terms agreed upon by the Agencies with respect to its subject matter. This Memorandum supersedes all prior agreements, arrangements, and communications between the Agencies, oral or written, concerning this subject matter.

**15. MAINTENANCE OF RECORDS**

The Agencies shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Memorandum for a minimum of seven (7) years after submission of the final expenditure report for each sub-grant made subject to this Memorandum.

The Agencies further agree that each shall maintain appropriate records for strict accountability for all receipts and disbursements of funds transferred or expended pursuant to this Memorandum, pursuant to established federal and New Mexico cost accounting requirements.

## **16. GOVERNING LAW**

This Memorandum shall be governed by the laws of the United States and the State of New Mexico.

### **EQUAL OPPORTUNITY COMPLIANCE**

The Agencies agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Agencies agree to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be discrimination under any program or activity performed under this Memorandum. If either of the Agencies is found not to be in compliance with these requirements during the term of this Memorandum, the non-compliant agency agrees to take appropriate steps to correct these deficiencies.

## **18. WORKERS' COMPENSATION**

The Agencies agree to comply with state laws and rules applicable to workers' compensation benefits for their own employees. If Cuba ISD fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Memorandum may be terminated by REC 9.

**SIGNATURES**

**IN WITNESS WHEREOF**, REC 9, and Cuba ISD have caused this Memorandum to be executed and said Memorandum to become effective when signed by both parties.

**Region 9 Education Cooperative 9 (REC 9)**

*Bryan Dooley*

Bryan Dooley (Jul 21, 2022 14:37 MDT)

Jul 21, 2022

DIRECTOR

DATE

**Cuba ISD**

*[Handwritten Signature]*

Dr. Karen Sanchez-Griego Ed.D (Jul 21, 2022 14:35 MDT)

Jul 21, 2022

DATE

REVIEWED BY REC 9 CPO

*CMSpann*

Carmen Spann (Jul 21, 2022 08:41 MDT)

Jul 21, 2022

Signature

Date

## ADDENDUM A

### STATEMENT OF WORK

#### Cuba ISD will:

- Ensure that Ed Fellows are placed in schools with high-risk indicators and/or most at need to include but not limited to the high percentage of low-socioeconomic, a high percentage of SPED, high percentage of ELL, Native American serving schools, and/or a high percentage of underperforming students.
- Educator Fellows funding must be used to create a new FTE (full-time employee) Educator Fellow Education Assistant (EA) position(s). While the salary is equivalent to an EA, the function of the Ed Fellow is not. The funding cannot replace/supplant existing salaried EA positions already funded with operational, title, SPED, or other budgets by the LEA.
- LEAs shall use Ed Fellows funding only to supplement the funds that would, in the absence of Ed Fellows funds, be made available from State and local sources for the education of students, and not to supplant such funds.
- LEAs must provide assurance and a descriptive plan of how funding will be allocated to execute the Educator Fellows program. Program compliance will be evaluated via follow-up monitoring. Including but not limited to name and date of hire of Fellow, placement of fellow, a record of higher education enrollment, a record of Ed Fellow's higher education schedule by term, description of the scope of work of Ed Fellow, and record of district-level professional development.
- All award funding under this MOU for FY23 should be expended by June 30, 2023.
- Allow the Fellow to participate in district-provided professional development, and provide the fellow with a minimum of one hour per week to participate in PLC (professional learning communities), planning with a master teacher or team, and/or professional development
- Ensure that the Fellow has enrolled in a higher education institution by the next semester following the date of hire.
- Provide paid professional leave to Ed Fellow to attend any required coursework, program professional development, and assessments upon receipt of higher education schedule and/or confirmation of Educator Fellows Program professional development dates/times.
- Ensure that the Ed Fellow is providing small group intervention, high dosage tutoring, or one on one support and/or support the master teacher in a way that allows the teacher to provide small group intervention, high dosage tutoring, or one on one support.
- Ensure that the Ed Fellow is not required to “cover”, long-term substitute, or placed to cover students for disciplinary reasons, without the approval of the Ed Fellows Director.

ADDENDUM B

**FINANCIAL INFORMATION SHEET**

Description	Rate	Number of Fellows	Total
Ed. Fellows Salary	\$32,500.00	20 Ed. Fellow (EA)	\$650,000.00
Ed. Fellows Educational Stipend Fall 2022 (to be billed in December 2022)	\$1,000.00	20 Ed. Fellow (EA)	\$20,000.00
Ed. Fellows Educational Stipend Spring 2023 (to be billed in June 2023)	\$1,000.00	20 Ed. Fellow (EA)	\$20,000.00
Ed. Fellows Testing Fee, background checks, and or Licensure Fee	\$230.00	20 Ed. Fellow (EA)	\$4,600.00
<b>Total Budget for FY 22/23</b>			<b>\$694,600.00</b>

The total amount of monies payable to Cuba ISD under this Agreement shall not exceed **\$694,600.00**.

Start Date: July 1, 2022

End Date: June 30, 2023

**Administrative**

- Reimbursement requests from the Cuba ISD shall be for the actual expenditures disbursed for the approved Educational Assistants hired under the Ed. Fellows Program. All requests are subject to review and approval by the NMPED and REC 9.
- Reimbursement requests and supporting documentation are to be submitted **monthly** to REC 9 through the Reimbursement Portal. Submissions received via email, mail or any other method will not be considered for payment.
- Reimbursements must be submitted to REC 9 by the 8th of each month or the Friday before.
- Final billing for FY 22/23 must be submitted to REC 9 no later than 12:00 pm MST on July 5, 2023.
- Ed Fellows Reimbursement portal link -----> <https://www.formpl.us/form/6625033052749824>

Oversight and direction for the implementation of the Scope of Work as outlined in Addendum A shall be directed by: Amber Romero; [amber.romero@state.nm.us](mailto:amber.romero@state.nm.us)














# R9\_Cuba ISD\_Ed Fellows MOU\_23998000046

Final Audit Report

2022-07-21

Created:	2022-07-21
By:	Region IX Ed Coop (contracts.procurement@regionix.org)
Status:	Signed
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## "R9\_Cuba ISD\_Ed Fellows MOU\_23998000046" History

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-  Document emailed to Carmen Spann (carmen.spann@regionix.org) for signature  
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2022-07-21 - 2:42:00 PM GMT- IP address: 66.249.89.18
-  Signer ksanchez-griego@cuba.k12.nm.us entered name at signing as Dr. Karen Sanchez-Griego Ed.D  
2022-07-21 - 8:35:49 PM GMT- IP address: 50.96.44.211
-  Document e-signed by Dr. Karen Sanchez-Griego Ed.D (ksanchez-griego@cuba.k12.nm.us)  
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-  Document emailed to Bryan Dooley (bryan.dooley@regionix.org) for signature  
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-  Document e-signed by Bryan Dooley (bryan.dooley@regionix.org)  
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✔ Agreement completed.

2022-07-21 - 8:37:01 PM GMT