

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, #23-924-00129, is entered into by and between the **State of New Mexico Public Education Department (PED)**, hereinafter referred to as the "DEPARTMENT," and **Southwest Regional Education Cooperative #10 (SWREC)**, a public entity, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the DEPARTMENT is the agency; and

WHEREAS, the DEPARTMENT desires to engage and the CONTRACTOR is willing to provide certain portions of the DEPARTMENT'S program.

NOW THEREFORE, the DEPARTMENT and the CONTRACTOR in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

I. Period of Agreement.

This Agreement shall become effective when signed by both parties and shall terminate on **June 30, 2023**, unless terminated pursuant to Article VII, *infra*.

II. Statement of Work.

The CONTRACTOR shall provide the program of services as set forth in the scope of work which is attached hereto as "**EXHIBIT A – STATEMENT OF WORK**" and incorporated herein by reference, unless amended or terminated pursuant to Article VII, *infra*. In consideration for the provision of those services, the DEPARTMENT agrees to purchase and the CONTRACTOR agrees to perform the services identified in the Statement of Work.

III. Limitation of Cost.

The total amount of the monies payable to the CONTRACTOR under this Agreement shall not exceed **FOUR HUNDRED THIRTY-EIGHT THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS AND ZERO CENTS (\$438,264.00)**. The annual budget is attached hereto as "**EXHIBIT B – FINANCIAL INFORMATION SHEET**" and incorporated herein by reference.

IV. Payment.

The DEPARTMENT shall make monthly payments to the CONTRACTOR for services and costs specified in "**EXHIBIT B.**" The CONTRACTOR shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the DEPARTMENT. Invoices must include the agreement number for which services have been rendered, the PED purchase order number and should be mailed to **Corina Chavez, Director-Options for Parents and Families, New Mexico Public Education Department, 300 Don Gaspar Avenue, Santa Fe, NM 87501-2786** (Corina.Chavez2@state.nm.us). The

CONTRACTOR'S failure to submit such payment vouchers, invoices and supporting documentation within fifteen days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the DEPARTMENT.

V. Return of Funds.

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the CONTRACTOR to the DEPARTMENT.

VI. Appropriations.

Performance under this Agreement is contingent upon sufficient authority and appropriations granted by the New Mexico State Legislature.

VII. Termination of Agreement.

The Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Department's uncured, material breach of this Agreement. **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.**

VIII. Funds Accountability.

The parties shall provide for strict accountability of all monies made subject to this Agreement. The CONTRACTOR shall maintain fiscal records, follow generally accepted accounting principles and account for all receipts and disbursements of funds transferred to the CONTRACTOR pursuant to this Agreement. The CONTRACTOR will include all monies made subject to this Agreement in the annual audit and will provide the DEPARTMENT with a copy of the annual audit.

IX. Maintenance of Records.

The DEPARTMENT shall maintain records as required of any administering state agency pursuant to applicable state law and regulation. The CONTRACTOR shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three years.

X. Requests for Records Under Inspection of Public Records Act.

CONTRACTOR may be subject to the Inspection of Public Records Act ("IPRA"), and is separately and independently responsible for complying with an IPRA request for records. CONTRACTOR must notify the DEPARTMENT when the CONTRACTOR has received an IPRA request for records relating to this agreement within forty-eight (48) hours of receipt of the

request. CONTRACTOR must also provide the DEPARTMENT with a copy of any responsive records it intends to make available, along with notification of its intent to release such records, at least three (3) business days prior to their release. CONTRACTOR shall also provide all responsive records subject to IPRA to the DEPARTMENT promptly upon notice from the DEPARTMENT of the DEPARTMENT'S receipt of a related or relevant IPRA request. Provision of such records to the DEPARTMENT shall be done in a manner so as to permit the DEPARTMENT to comply with the IPRA request.

XI. Confidentiality.

Any confidential information provided to or developed by the CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without the prior written approval of the DEPARTMENT or as required by a court of competent jurisdiction.

XII. Amendments.

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

XIII. Assignment.

The CONTRACTOR shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the DEPARTMENT.

XIV. Applicable Law.

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

XV. Status of Entity.

The CONTRACTOR affirms that it is a public agency exempt from the procurement code under NMSA 1978, § 13-1-98(A).

XVI. Acquisition of Property.

The parties agree that neither party shall acquire any property as the result of this Agreement.

XVII. Liability.

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA

1978, as amended.

XVIII. Execution of Documents.

The DEPARTMENT and the CONTRACTOR agree to execute any document(s) necessary to implement the terms of this Agreement.

XIX. Sub-Contracts.

The CONTRACTOR shall be ultimately responsible for all items enumerated in the Statement of Work (Exhibit A) of this Agreement.

The CONTRACTOR shall seek advance approval from the DEPARTMENT of all sub-contracts, including qualifications and job descriptions for any professional service sub-contract.

The CONTRACTOR shall comply, and shall ensure that all sub-contractors comply, with all applicable procurement laws and regulations.

XX. Equal Opportunity Compliance.

The CONTRACTOR agrees 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 CONTRACTOR agrees 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 excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

XXI. Workers' Compensation.

The CONTRACTOR agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the DEPARTMENT.

XXII. Lobbying Certification.

The CONTRACTOR, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal,

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

IN WITNESS WHEREOF, the DEPARTMENT and the CONTRACTOR have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

CONTRACTOR:

DocuSigned by:
Valerie Brea
8709FAC424381407...

Valeria Brea
Executive Director, SWREC

Date: 6/28/2022

DEPARTMENT:

DocuSigned by:
Kurt Steinhaus
BCCD059DF7D24D8...

Kurt Steinhaus, Ed.D.
Secretary of Education

Date: 6/29/2022

DocuSigned by:
Cody Ethredge
EB0C80605C4E4A7...

Department's Legal Counsel -
Certifying legal sufficiency

Date: 6/29/2022

Effective start date July 01, 2022
PED Contracts

EXHIBIT A STATEMENT OF WORK

Provide support for the Charter Schools Division (CSD) of the DEPARTMENT as follows:

- Provide coordination of the closure process for state-chartered charter schools to successfully support student and staff transitions, proper inventory and disposition of property, financial management, and public communication. Perform any duties necessary to support the closure process for State-Chartered Charter Schools including, but not limited to records requests.
- Provide professional services to support the charter school summer conference including facilities, AV equipment use and services, training supports, supplies, event registration, event facilitation, printing, signage, name badges, evaluations, presentation materials, and paying keynote speakers and/or break-out session presenter fees, travel-related expenses (e.g. mileage, lodging, etc.), excluding DEPARTMENT employees.
- Provide training, technical assistance (TA), professional development (PD), and needs-based services and technical assistance to charter schools, including mentoring charter school head administrators. Provide consultation and logistics for PD, TA, and other meetings.
- Provide logistics and facilitation for CSD team building, strategic goal setting, and staff capacity building sessions.
- Provide Peer Review teams (consisting of a team lead, a licensed New Mexico teacher, a licensed New Mexico school administrator, and a licensed New Mexico school business official) to attend and conduct in-person or virtual capacity interviews and then reach a consensus on scoring.
- Provide Peer Review teams (consisting of a team lead, a licensed New Mexico teacher, a licensed New Mexico school administrator, and a licensed New Mexico school business official) to independently read and score eligible new state charter school applications, then meet to reach a consensus and provide well written comments, supported by the application submission, the rubric, and relevant laws and regulations, to the CSD.
- Collect and utilize charter school data to conduct charter school performance analysis, and write analyses and reports on various charter school performance topics.
- Provide administrative support for CSD, including archiving documents and managing electronic documents.

EXHIBIT B
FINANCIAL INFORMATION SHEET

Provide professional services to support the closure of up to two State Chartered charter schools. Coordination or execution of tasks required for closure which requires working with the Public Education Commission, Public Education Department and school personnel to successfully support student and staff transitions, proper inventory and disposition of property, financial management, and public communication. Perform any duties necessary to support the closure process for State Chartered Charter Schools.	\$15,000.00
Keynote speaker and break-out session presenter fees, travel-related expenses (e.g. mileage, lodging, etc.), and presentation materials	\$12,500.00
Provide professional support services to support the charter school summer conference including facilities, AV equipment use and services, and training supports.	\$20,500.00
Provide professional services to support the charter school summer conference including supplies, event registration, event facilitation, printing, signage, name badges, and evaluations.	\$6,500.00
Provide needs-based services and technical assistance to charter schools and charter school authorizers, including the Public Education Commission (PEC) and the Charter School Division (CSD), and local school district authorizers. This includes mentoring charter school head administrators.	\$60,000.00
Provide training and technical assistance to charter school authorizers, including the PEC, CSD, and local school district authorizers. Provide support for implementing the authorizer self-assessment and annual reports on authorized charter schools.	\$50,000.00
Secure and maintain additional DEPARTMENT-approved subcontracted support for programmatic technical assistance for Charter Schools Program (CSP) sub-grantee schools. Consultation and logistics for technical assistance and professional development meetings for charter schools.	\$30,000.00
Facilitate division team building, strategic goal setting, and staff capacity building sessions.	\$15,000.00
Collect and utilize charter school data to conduct charter school performance analysis, utilizing desktop monitoring and site visits; write analyses and reports on various charter school performance topics.	\$100,000.00

Provide Peer Review teams (consisting of a team lead, a highly effective or exemplary licensed New Mexico teacher, a licensed New Mexico school administrator, and a licensed New Mexico school business official) to attend and conduct in-person or, if required due to the health crisis, virtual capacity interviews and then reach a consensus on scoring. The capacity interviews must be conducted during the first two weeks of July. The teams shall be comprised of the same members who reviewed the written applications in June 2022. Deliver final written analysis to the Charter School Division by July 10, 2022.	\$1,300.00
Provide Peer Review teams consisting of a team lead, a highly effective or exemplary licensed New Mexico teacher, a licensed New Mexico school administrator, and a licensed New Mexico school business official to independently read and score eligible new state charter school applications during the month of June 2023. Teams meet virtually to reach consensus, and provide written comments, supported by the application submission, the rubric, and relevant laws and regulations, to the Charter School Division by June 30, 2023.	\$15,000.00
Provide administrative support for the Options for Parents and Families Division (OPFD) to include scheduling meetings and events, maintaining calendars, communicating with stakeholders by phone and email, scanning and archiving, managing electronic documents and databases, filing documents and communications, and performing various clerical tasks to support the work of the OPFD staff.	\$80,000.00
SUB-TOTAL	\$405,800.00
Administrative Fee (8.0%)	\$32,464.00
Total Agreement	\$438,264.00

Note: The Department has the flexibility to re-categorize the resources provided above to accomplish the prescribed scope of work as needed. Budget deviations between line items not to exceed the total amount of the award.

Funding Sources		
Fund:	05700	84402
Dept:	3205	S21000
Bud Ref:	123	92136
Class Code:	F0000	D0000
Project ID	n/a	PEDA5906GY20
Allocation	\$351,864.00	\$86,400.00