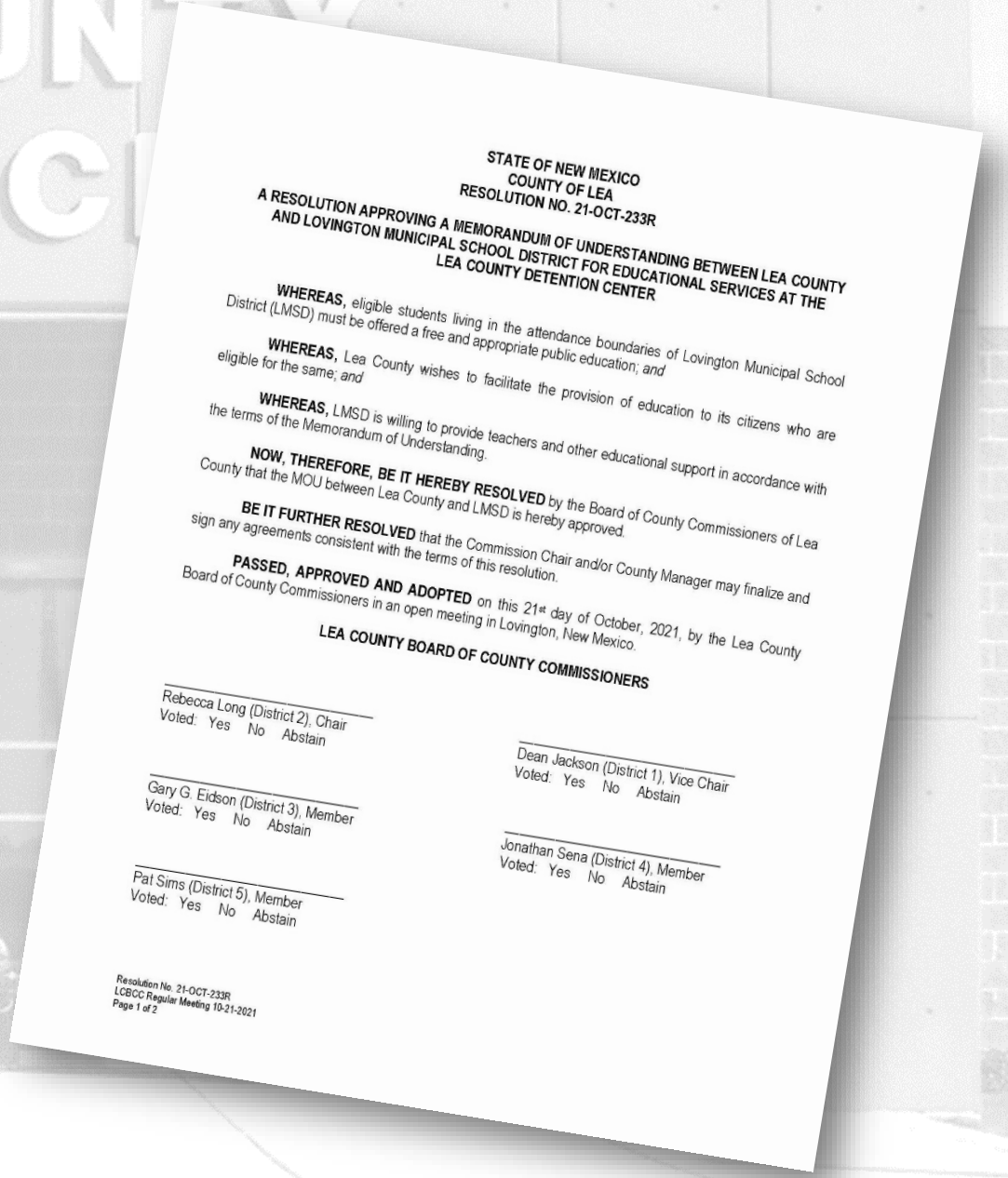
Consideration of Lea County Resolution No. 21-OCT-233R Approving a Memorandum of Understanding between Lea County and Lovington Municipal School District for Educational Services at the Lea County Detention Center

Eligible students living in the attendance boundaries of Lovington Municipal School District (LMSD) must be offered a free and appropriate public education.

Lea County wishes to facilitate the provision of education to its citizens who are eligible for the same.

LMSD is willing to provide teachers and other educational support in accord with the terms of the Memorandum of Understanding.



STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-OCT-233R

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN LEA COUNTY AND LOVINGTON MUNICIPAL SCHOOL DISTRICT FOR EDUCATIONAL SERVICES AT THE LEA COUNTY DETENTION CENTER

WHEREAS, eligible students living in the attendance boundaries of Lovington Municipal School District (LMSD) must be offered a free and appropriate public education; *and*

WHEREAS, Lea County wishes to facilitate the provision of education to its citizens who are eligible for the same; *and*

WHEREAS, LMSD is willing to provide teachers and other educational support in accordance with the terms of the Memorandum of Understanding.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the MOU between Lea County and LMSD is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 21st day of October, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

Resolution No. 21-OCT-233R
LCBCC Regular Meeting 10-21-2021
Page 1 of 2

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, October 21, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Thursday, October 7, 2021

County Manager Approval mgallagher@leacounty.net required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name, Title, Dept:
10/07/2021	Ruben Quintana, Warden Lea County Detention Center
SUBJECT: Memorandum of Understanding Between Lea County and Lovington Municipal School District 2021 - 2022	**ATTACHMENT(S):** Summary, Resolution, PP Slide, 2 Memorandums
NO. OF ORIGINALS FOR SIGNATURE: 2 memorandums 1 resolution	**ACTION REQUESTED:** Action Item
BUDGET LINE ITEM NUMBER:	**FISCAL BUDGET YEAR:**

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

SUMMARY:

The Lovington Municipal School District will provide an Individual Education Program (IEP) by Lovington Municipal School guidelines with qualified teachers and other related service providers as called for by Lea County Juvenile Detention Center student needs. Lovington Municipal School District will be solely responsible for program allocation, employment evaluation an assignment of all personnel provided by Lovington Municipal School District pursuant to the MOU. Lovington Municipal School District will provide all necessary instructional materials needed and Lea County Detention Center will provide a classroom type setting for this program and any other resources necessary for the provision of the services set forth in the MOU.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:
Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:

See Additional Summary Attached ☐

SUBMITTER'S RECOMMENDATION(S):
Approve the MOU between Lea County and Lovington Municipal School District

Submitter's Signature
Department Director, Etc.
Ruben Quintana Digitally signed by Ruben Quintana 2 Date: 2021.10.07 16:13:08 -06'00'

FINANCE REVIEW Fiscal Impact/Cost:
There is no financial impact to Lea County with this agenda item.

Reviewed by Finance Director
Henry C Low Jr Digitally signed by Henry C Low Jr Date: 2021.10.12 09:31:30 -06'00'

LEGAL REVIEW: (Note: Travel does not need legal review)

Reviewed by County Attorney

COUNTY MANAGER REVIEW:

Approved by County Manager
to be Placed on Agenda
Mike Gallagher

Item No. 0210 **RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN**

Approved: _____ Denied: _____ Other: _____
Resolution No. 21-OCT-233R Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-OCT-233R

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN LEA COUNTY AND LOVINGTON MUNICIPAL SCHOOL DISTRICT FOR EDUCATIONAL SERVICES AT THE LEA COUNTY DETENTION CENTER

WHEREAS, eligible students living in the attendance boundaries of Lovington Municipal School District (LMSD) must be offered a free and appropriate public education; *and*

WHEREAS, Lea County wishes to facilitate the provision of education to its citizens who are eligible for the same; *and*

WHEREAS, LMSD is willing to provide teachers and other educational support in accordance with the terms of the Memorandum of Understanding.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the MOU between Lea County and LMSD is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 21st day of October, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

_____	_____
Rebecca Long (District 2), Chair	Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain	Voted: Yes No Abstain
_____	_____
Gary G. Eidson (District 3), Member	Jonathan Sena (District 4), Member
Voted: Yes No Abstain	Voted: Yes No Abstain

_____
Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Teri Davis, Deputy Clerk

_____
John W. Caldwell, County Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN
LOVINGTON MUNICIPAL SCHOOL DISTRICT
AND
LEA COUNTY

THIS MEMORANDUM OF UNDERSTANDING, is made and entered into between the Lovington Municipal School District (LMSD) and Lea County (County) as follows:

WHEREAS, eligible students living in the attendance boundaries of LMSD must be offered a free and appropriate public education; and

WHEREAS, County wishes to facilitate the provision of education to its citizens who are eligible for the same; and

WHEREAS, LMSD is willing to provide teachers and other educational support in accord with the terms of this Memorandum of Understanding.

NOW THEREFORE, in consideration of the promises, covenants and conditions contained herein, the parties do mutually agree as follows:

1. **Scope of Services**

A. LMSD will provide qualified teachers and such other related service providers as are called for by the students' needs and Individualized Education Program (IEP) and by LMSD guidelines. LMSD will be solely responsible for program allocation and for employment, evaluation, training and assignment of all personnel provided by LMSD pursuant to this Memorandum of Understanding. Programs will be managed in compliance with any applicable federal, state and local requirement and LMSD operational standards. LMSD shall be responsible for the maintenance of child identification for state and federal reporting. Educational staff will be hired, supervised and evaluated by a designated LMSD administrator.

B. LMSD will be responsible for determining eligibility for special education, testing and related services.

C. LMSD will provide all necessary instructional materials. Lea County Detention Center (LCDC) will provide a classroom type setting for the classroom program and any other resources necessary for the provision of the services set forth in this Memorandum of Understanding will be provided by County. Furniture, fixtures or equipment required to facilitate the classroom program will be provided as needed upon the mutual agreement of LMSD and LCDC. The providing party will maintain ownership and responsibility of the aforementioned.

D. LMSD will provide the classroom program each regularly scheduled day, as outlined in the annual school calendar, for a minimum of two (2) hours per day.

2. **Compliance with Laws**

In providing the services outlined herein, LMSD and County shall comply with all applicable statutes, regulations, ordinances and codes and the LMSD operational standards. The parties acknowledge the authority and responsibility of LMSD and the New Mexico Department of Education to conduct on-site evaluation of educational programs and of progress to ensure meeting federal, state and local standards.

3. **Facility**

County will provide adequate security and classroom space for the teachers, related service and custodial staff. Security and teacher orientation is the responsibility of County.

4. **Term & Effective Date**

A. This Memorandum of Understanding shall be effective September 1, 2021 and shall continue until August 31, 2022 unless terminated earlier pursuant to this Memorandum of Understanding. It may be extended upon the agreement of both parties.

A. Either party may terminate this Memorandum of Understanding upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. If notice of termination is given, both parties will continue to honor their obligations pursuant to this Memorandum of Understanding until the date of termination. Notice shall be made by hand delivery or certified mail as follows:

LMSD
LMSD Superintendent
Lovington Municipal School District
18 W. Washington
Lovington, NM 88260

COUNTY
Lea County Manager
Lea County Courthouse
100 N. Main, Suite 4
Lovington, NM 88260

5. **Status of County Personnel**

It is understood that County staff performing security services pursuant to this Memorandum of Understanding are not LMSD employees for any purpose whatsoever and are not entitled to any benefits available or applicable to LMSD employees. County staff performing services pursuant to this Memorandum of Understanding will comply with LMSD requirements pertaining to creation and maintenance of records and other applicable rules, policies and procedures of LMSD.

6. **Status of LMSD Personnel**

It is understood that the LMSD staff performing services pursuant to this Memorandum of Understanding or for any other educational training provided to Juvenile detainees are not County employees for any purpose whatsoever and are not entitled to any benefits available or applicable to County employees. LMSD personnel working on site at LCDC will attend in-service training and meetings as requested by County and will comply with the applicable Detention Facility procedures pertaining to creation and maintenance of records and medical testing of personnel and other applicable rules, policies and procedures of County. All newly hired LMSD personnel will complete policy and procedure training provided by County before beginning LMSD duties on-site.

7. **Appropriations**

Performance of LMSD under this Memorandum of Understanding is contingent upon receipt by LMSD of sufficient and required state appropriations and authorizations. If required appropriations and authorizations are not provided by the State of New Mexico, LMSD will terminate this Memorandum of Understanding in accordance with the provisions of paragraph four (4) of this agreement.

8. **Records**

LMSD will be responsible for the maintenance of education records in accordance with applicable state laws and regulations. When requested, LMSD will transfer applicable records to the Juvenile Detainee's community school or the Children Youth and Family Services Department (CYFD).

9. **Other Provisions**

A. By entering this Memorandum of Understanding, the parties and their public employees as defined in the New Mexico Tort Clams Act, do not waive sovereign immunity and do not waive any defense and/or waive any limitation of liability pursuant of law.

B. Each party shall provide insurance coverage for its own property and personnel assigned to provide educational training or grade appropriate school programs.

C. Each party shall indemnify and hold the other party harmless from any and all causes of action, suits, claims, judgments, losses, costs, and expenses of every kind and nature arising from the action or inaction of said signatory party's employee(s) assigned to provide educational training or grade appropriate school programs.

D. This Memorandum of Understanding shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

E. This Memorandum of Understanding constitutes the entire agreement and understanding of the parties and all other matters addressed or referred to herein and supersedes all prior and contemporaneous agreements and understandings, and representations, whether oral or written, relating such matters.

F. The parties agree that it is not intended that by any of the provisions of this Memorandum of Understanding to create in the public or any member thereof a third party beneficiary or to authorize anyone not to party to this Memorandum of Understanding to maintain suit for wrongful death, bodily and/or personal injury to persons, damage to property, and/or any claim whatsoever pursuant to the provisions of this Memorandum of Understanding.

IN WITNESS WHEREOF, we have hereto affixed our hands and seals to be effective on the 1st day of September, 2021 regardless of the date of execution.

LEA COUNTY OF BOARD OF
COUNTY COMMISSIONERS

_____
Rebecca Long, Chair

ATTEST: Keith Manes
Lea County Clerk

By:_____
Deputy

LOVINGTON MUNICIPAL
SCHOOL DISTRICT

_____
Superintendent