MEMORANDUM OF UNDERSTANDING

between

[Insert Name of Residing District or Charter (LEA)]

and

[Insert Name of Providing District or Charter (LEA)]

THIS Memorandum of Understanding (MOU) is entered into by and between the [Insert the name of the LEA where student resides] and [Insert the Name of the Providing LEA], both Local Educational Agencies in the State of New Mexico.

WHEREAS the New Mexico Public Education Department (PED) is supporting New Mexico public school districts and charter schools to locate available supplemental online courses for subject areas that may be difficult to staff locally.

WHEREAS the PED supports open enrollment in online supplemental courses that would allow students enrolled full-time in their Local School District where the student resides or Charter school in the area where the student resides (Residing LEA) to take supplemental coursework in a virtual program offered by another LEA (Providing LEA).

WHEREAS there is need for increased virtual education options in the State. [Residing LEA should generally state the current need or background information to justify agreement with Providing LEA.]

WHEREAS New Mexico district and charter schools can collaborate to provide supplemental courses through online programs.

NOW THEREFORE, the Residing LEA and the Providing LEA, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. DEFINITIONS
2. New Mexico Virtual Course Consortium (NMVC²) - For purposes of this MOU shall mean the State network of Providing LEAs facilitated by PED.
3. Providing LEA - For purposes of this MOU shall mean the PED authorized district or charter school that is able to provide a high quality, standards-aligned online courses, accessible to students, regardless of their location throughout the State. The Providing LEA is a member of the NMVC².
4. Residing LEA- For purposes of this MOU shall mean the PED authorized district or charter that is seeking high quality, standards-aligned courses through the NMVC² to supplement local course offerings in hard to staff subject areas.
5. ROLES AND RESPONSIBILITIES [These would be the minimum requirements.]
6. The Providing LEA as a NMVC² member will:
7. Attend regularly scheduled NMVC² member meetings facilitated by the PED.
8. Maintain the NMVC² established course fees as follows:
   1. Elementary School Course fee is $700.00 per student, per course for one year, $375 for one semester, and maintain records of those fees.
   2. Middle School and High School Course fee is $375.00 per student, per course, per semester, and maintain records of those fees.
9. Reserve the right to remove the student from the course after ten (10) consecutive school days of course inactivity.
10. Identify the course teacher and other Provider support staff.
11. Provide a written onboarding process with clear, detailed student expectations, parent expectations, and expectations for the Residing LEA.
12. The Residing LEA will:
13. Retain federal funding and state allocation per-pupil funding for any student receiving supplemental online courses.
14. Provide general services and educational supports for students.
15. Administer local, interim, and state assessments.
16. Be responsible for identifying the need for accommodations at the time of enrollment.
17. Provide devices and confirm student access to internet or broadband.
18. Identify a staff member point of contact for the Residing LEA, should the Providing LEA have concerns.
19. COMPENSATION
20. The Providing LEA will charge the $700.00 Elementary School per student, per course enrollment fee for one year, $375 for a semester, and the $375 Middle School and High School per student, per course, per semester enrollment fee. Payment by the Residing LEA will be upon registration of a student with the Providing LEA. The Providing LEA will ensure no course fees are imposed for a dropped course or no-show.
21. The Providing LEA will submit documentation to support the payment of the fee. The Providing LEA’s failure to submit documentation to support the payment of the fee within \_\_\_\_\_ days, may result in the denial of payment by the Residing LEA.

[Insert title of person at Residing LEA]

receiving supporting documentation)

(Address where invoices or other

supporting documentation are to be received)

[Phone Number of persons receiving supporting documentation]

1. CONFIDENTIAL INFORMATION
2. Any confidential information provided to or developed by either LEA in the performance of this MOU shall be kept confidential and shall not be made available to any individual or organization by the LEA receiving the information without the prior written approval of the DEPARTMENT or as required by a court of competent jurisdiction.
3. The Providing LEAs and LEAs of Residence are each local educational agencies, authorized to collect and maintain student educational records and to receive information consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. § 1232g(b) and 34 CFR Part 99.
4. FERPA allows disclosure of certain information in connection with conducting studies to develop, validate, or administer predictive tests, administer student aid programs, or improve instruction. It also allows disclosure of information in connection with institutional services or functions for which the agency or institution would otherwise use employees.
5. Personally Identifiable Information (PII) is as defined in FERPA, as set forth at 20 U.S.C. § 1232g and 34 CFR Part 99, and any corresponding State laws and regulations.
6. The Providing LEA and Residing LEA agree to 1) comply with the applicable provisions of FERPA and all other applicable federal or state law, in all respects; 2) identify at least one authorized representative or data custodian, who shall be responsible for processing and responding to data requests in furtherance of this MOU, and share the persons contact name and contact information with the other LEA; and 3) notify the other LEA in writing of any changes to the name or contact information of an authorized representative or data custodian.
7. TERM [Select on option.]

[This MOU shall become effective upon signature by both parties and shall terminate June 30, 2022.]

Or

[This MOU shall become effective upon signature by both parties, and shall be automatically terminate on June 30, 2022, unless extended by mutual agreement of both parties.]

1. APPROPRIATIONS.

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

1. TERMINATION [Select one option.]

[This MOU may be terminated by either party for convenience or cause within \_\_\_\_ days written notice.]

Or

[This MOU may be terminated by either party for convenience or may be terminated for cause by written notice. If terminated for cause, the other LEA shall have a reasonable opportunity to cure the material breach which resulted in the termination for cause.]

By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Notwithstanding the termination of MOU, the LEAs remain responsible for ensuring that the students will continue to receive their coursework.

The provision is not exclusive and does not waive other legal rights and remedies afforded a local educational agency in such circumstances as that afforded from another party’s default/breach of contract.

1. 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 Providing LEA to the Residing LEA.

1. NOTICES:

Notices sent in performance of this MOU shall be sent to the following:

1. AMENDMENT

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

1. ASSIGNMENT.

Providing LEA and Residing LEA shall not assign nor transfer any interest in this MOU or assign any claims for money due or to become due under this MOU without the prior written approval of the other LEA.

1. APPLICABLE LAW.

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

1. SEVERABILITY

If a court of competent jurisdiction finds any part of the Agreement unenforceable, that part is excluded, but the remainder remains in full force and effect. Failure to require compliance with a part of the Agreement is not a waiver of that part.

1. MERGER

The Agreement is the parties' complete statement relating to its subject matter**.**

1. FUNDS ACCOUNTABILITY

The parties shall provide for strict accountability of all monies made subject to this MOU. The Providing LEA will maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement’s term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement.  The records will be subject to inspection by the Residing LEA, and the Residing LEA will have the right to audit billings both before and after payment.  Payment under this Agreement will not foreclose the right of the Agency to recover excessive or illegal payments.

1. 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 MOU. Each party shall be liable for its actions according to this MOU subject to the immunities and limitations applicable to the entities.

1. RECORDS

The Providing LEA and Residing LEA will maintain records as required of any Local Educational Agency pursuant to applicable federal and state law and regulation. The Providing LEA and Residing LEA will 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.

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

[INSERT NAME OF LEA] [INSERT NAME OF LEA]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert name and title of representative [Insert name and title of representative

signing on behalf of LEA.] signing on behalf of LEA.]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[INSERT NAME OF LEA] [INSERT NAME OF LEA]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert name and title of legal representative [Insert name and title of legal

signing on behalf of LEA.] representative signing on behalf of LEA.]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_