

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (MOU) is entered into by and between ESPAÑOLA PUBLIC SCHOOLS and NORTHERN NEW MEXICO COLLEGE in support of the ESPAÑOLA HEALTHCARE CAREERS PATHWAYS PROJECT, hereafter referred to as the EHCPP.

RECITALS

Whereas the ESPAÑOLA PUBLIC SCHOOLS and NORTHERN NEW MEXICO COLLEGE are committed to the EHCPP by working together to provide Northern New Mexico students, particularly students of color, lower income, immigrant, and other underserved students, with equitable access to the support, training, and credentials they need to obtain high-quality, regional healthcare jobs.

1. ESPAÑOLA PUBLIC SCHOOLS Responsibilities

- a. Offer dual credit EHCPP courses that lead to an EHCPP program of study. Support for these courses includes providing textbooks, instructional space, technology, and student transportation.
- b. Provide funding for .20 FTE for the NORTHERN NEW MEXICO COLLEGE EHCPP faculty member. Costs include salaries and fringe benefits.
- c. Support the development of NORTHERN NEW MEXICO COLLEGE's Allied Health skills lab by providing instructional supplies and non-capital equipment.
- d. Coordinate HOSA activities, including supporting a HOSA advisor.
- e. Contract or hire a Career Coach to provide career and wrap-around services to EVHS students.
- f. Contract and oversee an EHCPP Manager to administer the EHCPP initiative.

2. NORTHERN NEW MEXICO COLLEGE Responsibilities

- a. Develop and offer EHCPP credit-bearing post-secondary courses, degrees, and certificates that align with the employment needs of regional healthcare employers.
- b. Employ an EHCPP 1.0 FTE faculty member to teach dual credit EHCPP courses.
- c. Develop an Allied Health skills lab in collaboration with ESPAÑOLA PUBLIC SCHOOLS.

3. ESPAÑOLA PUBLIC SCHOOLS and NORTHERN NEW MEXICO COLLEGE Mutually Agrees to the Following:

- a. Grant reasonable access to and use of any curriculum developed under the EHCPP initiative to either ESPAÑOLA PUBLIC SCHOOLS or NORTHERN NEW MEXICO COLLEGE. Furthermore, this Agreement shall not supersede any intellectual property rights NORTHERN NEW MEXICO COLLEGE faculty may possess under NORTHERN NEW MEXICO COLLEGE's Faculty Bargaining Unit Agreement.
- b. Support the professional development of educators and other partners in the EHCPP initiative.
- c. Seek additional funding to support the EHCPP initiative.
- d. Collaborate with EHCPP partners and employers to improve and expand the EHCPP initiative.
- e. Recruit students to pursue NORTHERN NEW MEXICO COLLEGE's healthcare pathways.

4. Alignment to ESPAÑOLA PUBLIC SCHOOLS and NORTHERN NEW MEXICO COLLEGE's Statewide Dual Credit Master Agreement

- a. This Agreement aligns with ESPAÑOLA PUBLIC SCHOOLS and NORTHERN NEW MEXICO COLLEGE's Statewide Dual Credit Master Agreement and does not supplant any provisions within the Statewide Dual Credit Master Agreement.

5. Term of Agreement

- a. The term of this Agreement shall be the entire 2022-2024 fiscal year (July 1, 2022 -June 30, 2024) and shall be retroactive if signed after the start date of the fiscal year to that start date.

6. Insurance

- a. ESPANOLA PUBLIC SCHOOLS shall maintain at its own expense the minimum amount of property liability required by the laws of the State of New Mexico.
- b. NORTHERN NEW MEXICO COLLEGE shall maintain at its own expense the minimum amount of property liability required by the laws of the State of New Mexico.

7. Relationship Between the Parties

- a. The parties intend that their relationship herein shall be that of the independent Contractors, and under no circumstances do they plan for the employee of one to be deemed the employee of the other.
- b. ESPANOLA PUBLIC SCHOOLS shall reimburse and hold harmless NORTHERN NEW MEXICO COLLEGE for any liability to which the ESPANOLA PUBLIC SCHOOLS or its employees are subject because of the acts of any ESPANOLA PUBLIC SCHOOLS employee.
- c. NORTHERN NEW MEXICO COLLEGE shall hold harmless and reimburse the ESPANOLA PUBLIC SCHOOLS for any liability to which NORTHERN NEW MEXICO COLLEGE or its employees are subjected because of acts of any NORTHERN NEW MEXICO COLLEGE employee.

8. Termination

- a. Either of the parties may terminate this Agreement upon written Notice delivered to the other party at least 30 days prior to the intended termination date. By such termination, neither party may nullify obligations already incurred for performance or failure to perform before the termination date.

9. Amendments

- a. This Agreement may be amended only by a written amendment signed by both Parties.

Authorized Signatures

ESPANOLA PUBLIC SCHOOLS

Holly Martinez

Printed Full Name

Superintendent

Title

[Signature]

Signature

10/14/22

Date

NORTHERN NEW MEXICO COLLEGE

Ivan Lopez Hurtado

Printed Full Name

Provost and VP for Academic Affairs

Title

[Signature]

Signature

Oct 20, 2022

Date