

MEMORANDUM OF AGREEMENT
between
MENAU SCHOOL
and
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

The effective date of this Memorandum of Agreement (“MOA”) is November 1, 2018. The Parties are the Regents of The University of New Mexico on behalf of its Center for English Language & American Culture (“UNM CELAC”) and Menaul School (“MENAU SCHOOL”), each referred to individually from time-to-time as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, MENAU SCHOOL wishes to build a concurrent enrollment program with UNM CELAC, which can accept high school students from the age of fifteen and above for the purpose of academic English study; and,

WHEREAS, UNM CELAC desires to enter into such an agreement under the terms and conditions set forth below in this MOA.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the premises and covenants contained herein, the Parties mutually agree as follows:

- I. INCORPORATION.** The recitals are hereby restated and incorporated as part of this MOA.
- II. UNM CELAC RESPONSIBILITIES**
 - A. UNM CELAC will provide access to the four-class, full-time CELAC course of instruction to students concurrently enrolled at MENAU SCHOOL.
 - B. UNM CELAC will willingly accept students from MENAU SCHOOL, space permitting, at five time periods during the year: autumn semester, mid-autumn semester, spring semester, mid-spring semester, and summer session.
 - C. UNM CELAC will provide initial English assessment to determine the correct placement of the student within the program.
 - D. UNM CELAC has the ultimate right of refusal for any student who does not meet their minimum requirements or in other ways fails to adhere to UNM rules and regulations.
 - E. UNM CELAC should provide a full student handbook containing rules on acceptable behavior to both individual students and to MENAU SCHOOL.
 - F. UNM CELAC will provide promotional brochures which include the MENAU-CELAC partnership.
 - G. UNM CELAC will facilitate a final TOEFL-based assessment to each student at the conclusion of the semester and share the results with MENAU SCHOOL. This exam may take place at an off-campus testing site or at UNM depending on student numbers.
 - H. UNM CELAC will provide a mid-semester report on student progress to MENAU SCHOOL during a 16-week semester of study.

III. MENAUL SCHOOL RESPONSIBILITIES

- A. MENAUL SCHOOL will provide an I-20 to the students applying to the program and alert the Department of Homeland Security that the student is concurrently enrolled with both the MENAUL SCHOOL and the University of New Mexico, UNM CELAC.
- B. MENAUL SCHOOL will provide room and board to the students applying to the program.
- C. MENAUL SCHOOL will provide transportation to and from the UNM campus.
- D. MENAUL SCHOOL will be responsible for admissions decisions and recommending students for placement within the UNM CELAC program from its pool of applicants.
- E. MENAUL SCHOOL will provide promotional links to the UNM CELAC program in a prominent place upon its website.
- F. MENAUL SCHOOL will pay for any additional costs related to the final assessment of any students within the program.
- G. MENAUL SCHOOL will act as the designated representative of all students under age 18.
- H. MENAUL SCHOOL will set a clear standard for movement from the UNM CELAC program to MENAUL SCHOOL's mainstream program.
- I. MENAUL SCHOOL will not advance students from the UNM CELAC program to the MENAUL SCHOOL mainstream who have not met the requirements of the UNM CELAC program (e.g. passing grade point average, proper attendance, etc...).
- J. While UNM CELAC will admit students at five separate periods throughout the year, MENAUL SCHOOL will strongly encourage families of prospective students to have those students admitted during the beginning of the autumn, spring, and summer terms.

IV. PAYMENT

- A. MENAUL SCHOOL will provide a roster of students for any upcoming session by the posted application deadline in advance of that session.
- B. UNM CELAC will provide an invoice to MENAUL SCHOOL upon receipt of student roster. MENAUL SCHOOL will then submit semester payment in full within 30 days from the date of the invoice. No refunds are granted after the completion of the second week of classes, except under extraordinary circumstances at the discretion of UNM CELAC.

V. TERM AND TERMINATION. This MOA will be effective as of November 1, 2018, and will continue in effect until terminated by either party upon 60 days advance written notice to the other party.

VI. RELATIONSHIP OF THE PARTIES. The Parties shall be independent contractors of one another and nothing contained herein shall be deemed to create an agency, joint powers agreement or partnership between the Parties. No Party has the power or right to bind or commit the other Party in any way. No Party will use the name of the other Party in any form of advertising or publicity without the express written permission of such Party.

VII. GOVERNING LAW AND COMPLIANCE. This MOA will be governed by the laws of the State of New Mexico. In performance of this MOA each Party shall comply with all laws, statutes, regulations, ordinances and executive orders that may be applicable to such Party.

VIII. LIABILITY. Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this MOA. Any liability incurred in connection

with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

- IX. **DISPUTE RESOLUTION.** Any disputes with respect to this MOA will be presented to the UNM CELAC Director and MENAUL SCHOOL Head of School for resolution.
- X. **NOTICES.** All notices and other communications under this MOA shall be in writing and shall be delivered to the designated contacts.

For UNM CELAC:
Dr. Paul Edmunds
Director, UNM Center for English Language & American Culture
pedmunds@unm.edu

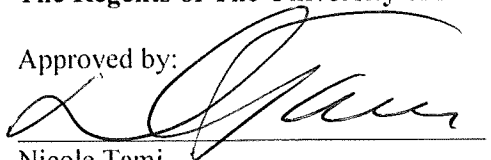
For MENAUL SCHOOL:
Ms. Laura Hille
Director, International Admissions
lhille@menaulschool.org

- XI. **ENTIRE MOA.** This MOA contains the entire understanding between the Parties and will supersede all previous or contemporaneous communications, either verbal or written, between the Parties relating to this subject.
- XII. **AMENDMENT.** This MOA may be amended, upon mutual agreement of the Parties, by written agreement executed by each of the Parties.

IN WITNESS WHEREOF, this MOA is made and intended to be operational as of the effective date.

The Regents of The University of New Mexico on behalf of UNM CELAC:

Approved by:



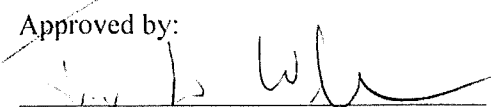
Nicole Tami
Executive Director for Global Education Initiatives
The University of New Mexico

Date

10/26/2018

MENAUL SCHOOL

Approved by:



Troy Williamson
Acting President and Head of School
Menaul School

Date

25 Oct 2018