

**SANTA FE PUBLIC SCHOOLS  
MEMORANDUM OF UNDERSTANDING**

**ITEM # 18-0087**

This Agreement is made by and between the Board of Education of the Santa Fe Public Schools, hereinafter called the "District," by and through the Superintendent of the District, and the City of Santa Fe, hereinafter called the "Partner" (individually, the "Party" and collectively, the "Parties") for the Foster Grandparent Program ("FGP").

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

**1. SCOPE OF WORK AND RESPONSIBILITIES**

**A. The District shall:**

1. Designate a coordinator to serve as liaison with the project.
2. Provide supervision of volunteers while on site. The District will ensure the volunteers are not left unattended.
3. Provide FGP Volunteers with assignments that utilize their skills and training.
4. Assist Partner in the coordination of volunteer assignments, orientation, in-service instruction and other project related activities.
5. Have the right to request the Partner to reassign volunteer.
6. Provide for adequate health and safety protection of volunteers.
7. Collect and validate appropriate/available volunteer reports for submission to the Partner.
8. In consultation with the Partner, make investigations and reports regarding accidents and injuries involving volunteers.
9. Within the limits of available resources, provide in-kind contribution(s) in support of the project, such as meals provided at the various District School Sites.
10. Meet the standards set by the Americans with Disabilities Act (ADA), which prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications, and governmental activities. The ADA also establishes requirements for telecommunications relay services, meaning that all electronic and information technology must be accessible to people with disabilities.

11. *Not* discriminate against FGP volunteers or in the operation of the FGP program on the basis of race, color, national origin, sexual orientation, real or perceived gender, age, political affiliation, religion, veteran status or disability, if the participant is a qualified individual with a disability.
12. *Not* consider religious instruction part of FGP volunteerism.

B. The Partner shall:

1. Place approximately 18 FGP Volunteers to serve approximately 54 children with special or exceptional needs for a period of 15-30 hours per week with approval of the FGP Project Director in accordance with FGP guidelines (Attachment #2).
2. Arrange for pay and assist volunteers in fulfilling the FBI fingerprint check required by the State of New Mexico Public Health Department, as well as conducting a search of the National Sex Offender Public Website for all volunteers before service. Volunteers will only be placed for service if all background checks have been complete and they have been cleared to volunteer. All background checks will be shared with Volunteer Coordinator assigned by the District.
3. Recruit, interview, enroll and refer volunteers in the project.
4. Provide periodic orientation to the District School Sites.
5. Refer volunteers to the District for individual assignment.
6. Furnish adequate accident and liability insurance coverage as required by FGP project guidelines and the terms of this agreement.
7. Retain full responsibility for the management of the FGP and FGP Volunteers and fiscal control of the project.
8. Arrange for the transportation of all FGP volunteers to and from the District School Site.
9. Arrange physical examinations for all FGP Volunteers, initially and prior to assignment, and annually thereafter.
10. Within the limits of available resources and project policy, ensure volunteers are provided or receive assistance with the cost of a meal provided during the volunteer's scheduled hours.
11. Specify activities to be performed by the volunteers under the direction of the District in cooperation with the FGP project guidelines as well as Sponsor's staff.
12. Provide in-service training for volunteers at least once a month for four hours.
13. Ensure a written Assignment Plan is signed authorizing service by the FGP Volunteer and specifying volunteer activities to be performed.

14. Ensure that the FGP volunteers comply with all federal and state laws and regulations.
15. In cooperation with the project's Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the District and/or the Partner.

## 2. TERM

This Agreement shall become effective upon signature of the parties. This Agreement will terminate on June 30, 2020, unless terminated earlier by either party by giving thirty (30) days' written notice to the other party. The Partner agrees to complete obligations that were undertaken pursuant to this Agreement.

## 3. PARTNER'S COSTS.

Not Applicable

## 4. COMPLIANCE WITH MEGAN'S LAW

The Partner will ensure that all employees, volunteers, directors, officers, and agents providing services or maintaining a presence at all District School Sites will comply or has complied with a federally recognized fingerprint and felony records check as required by the District and the CYFD, and provide to the District proof that their employees and agents have no prior felony convictions and meet the legal requirements to work with and be unaccompanied in the presence of school age children. Within a reasonable amount of time after hiring an employee or securing a volunteer to assist with the services provided pursuant to this MOU, the Partner will check the sex offender registry on the Department of Public Safety website, [www.nmsexoffender.com](http://www.nmsexoffender.com), and conduct a background check as provided by law. The initials of Partner's agents verify compliance with and Megan's Law and performance of background checks.

## 5. LIABILITY & INDEMNITY

- A. No party to this agreement shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act. Each party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each party shall be liable for its acts or failure to act in accordance with this Agreement, subject to immunities and limitations of the New Mexico Tort Claims Act.

## 6. MISCELLANEOUS TERMS:

- A. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.

- B. **Records and Audit.** Both parties will maintain records for three years from the expiration or termination of this Agreement. The records shall indicate the date, length of time, and nature of services rendered. These records shall be subject to inspection and audit by the Superintendent of the District or designee, the State Department of Education, the Department of Finance and Administration, and the State Auditor.
- C. **Modifications.** No changes, amendments or alternations to this Agreement will be effective unless in writing and signed by both parties.
- D. **Non-Assignability.** This Agreement will not be assigned by either party, nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.
- E. **Governing Law.** This Agreement will be construed, interpreted, governed, and endorsed in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.
- F. **Severability.** The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.
- G. **Marketing Materials.** Neither the District nor the Partner will use the other's name in any publicity or advertising material without prior written consent of the other party.
- H. **Headings.** Headings and captions used in this Agreement are for convenience and ease of reference only and will not be used to construe, interpret, expand or limit the terms, conditions, or other provisions of this Agreement.
- I. **Cooperation and Dispute Resolution.**
- (1) Cooperation. The parties will meet as necessary to discuss and evaluate the progress of the program involved in this Agreement. The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.
  - (2) Mediation. If the parties are unable to cooperatively resolve the dispute pursuant to Paragraph 6(I)(1) above, then either party may initiate mediation by providing a written notice of mediation to the other party. The mediator will be mutually agreed upon by the Parties within fourteen (14) school days of the notice; otherwise, AAA shall designate a mediator. The cost of mediation shall be shared equally by both parties, unless otherwise mutually agreed in writing. Each party is responsible for its own legal and consultants' fees associated with the dispute resolution process.

- J. **Third parties.** Nothing in this Agreement expressed or implied, is intended to confer any rights, remedies, claims or interest upon a person not a party to this Agreement.
- K. **Employee status.** The Partner and its directors, officers, agents, and employees are not employees of the District and shall not accrue leave, retirement, insurance, use of state vehicles, bonding, or any other benefits afforded to employees of the District as a result of this Agreement.
- L. **Non-discrimination.** Neither party will discriminate against program participants or employees on the basis of race, color, ancestry, ethnicity, national origin, immigration status, religion, sex, gender identity, sexual orientation, age, disability, or serious medical condition.
- M. **Confidentiality.** The parties, in accordance with applicable federal and state laws and regulations regarding confidentiality of records of students, will maintain the confidentiality of any records.
- N. **Conflict of Interest.** That the parties warrant that they have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
- O. **Appropriations.** That the terms of this Agreement are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico, the New Mexico State Department of Education, Santa Fe Public Schools Board of Education, the Federal Government and the City of Santa Fe for the performance of this Agreement. If, for any reason, sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the District. Such termination shall not result in any claim for damages by the Partner. The District's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- P. **Binding Effect.** This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.
- Q. **Violations.** The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribe, gratuities, and kickbacks.
- R. **Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid, as follows:

To the District at:  
Santa Fe Public Schools  
Program  
610 Alta Vista  
Santa Fe, NM 87505

To the Partner at:  
City of Santa Fe Foster Grandparent  
PO Box 909  
Santa Fe, NM 87504-0909

SANTA FE PUBLIC SCHOOLS  
SIGNATURE PAGE

\_\_\_\_\_  
JEFF GEPHART, CHIEF COMMUNITY ENGAGEMENT OFFICER

\_\_\_\_\_  
DATE

FUNDING SOURCE \_\_\_\_\_ N/A \_\_\_\_\_

ACCOUNT CODE NO. \_\_\_\_\_ N/A \_\_\_\_\_

AMOUNT \_\_\_\_\_ \$0 \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT BY SFPS:**

\_\_\_\_\_  
LINDA SINK,

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LISA SULLIVAN, GENERAL COUNSEL

\_\_\_\_\_  
DATE


**THE FOREGOING BEING CLEARLY UNDERSTOOD AND AGREED TO, THE  
RESPECTIVE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS:**

\_\_\_\_\_  
CARL GRUENLER, CHIEF FINANCIAL AND GOVERNMENTAL  
RELATIONS OFFICER

\_\_\_\_\_  
DATE

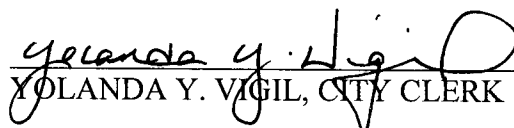
\_\_\_\_\_  
DR. VERONICA C. GARCIA, SUPERINTENDENT OF SCHOOLS

\_\_\_\_\_  
DATE

  
PARTNER (CITY OF SANTA FE)  
BRIAN K. SNYDER, CITY MANAGER

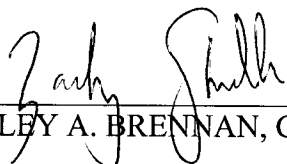
6/29/2018  
DATE

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK

2-1-18  
DATE

APPROVED AS TO FORM:

 Ass't City Attorney  
KELLEY A. BRENNAN, CITY ATTORNEY

1/18/18  
DATE

APPROVED:

  
ADAM K. JOHNSON, FINANCE DIRECTOR

1/25/18  
DATE

BY SIGNING THIS CONTRACT, PARTNER CERTIFIES THAT NO  
SUSPENSION/DEBARMENT/EXCLUSION ON STATE/FEDERAL GOVERNMENT LEVEL  
IS IN PLACE AT TIME OF SIGNATURE.

## ATTACHMENT #1

**FGP GUIDELINES: SAFETY/ACCESSIBILITY CHECKLIST AND ELEMENTARY  
ASSIGNMENT/CARE PLAN ATTACHED**



**City of Santa Fe Foster Grandparent Program (FGP)  
Safety/Accessibility Checklist for Volunteer Stations**

This questionnaire is designed to allow evaluation of the overall accessibility of FGP Santa Fe by looking at where we send volunteers to serve. It is not meant to eliminate stations for possible placement of FGP volunteers but to provide information needed to match volunteers with volunteer stations.

**Volunteer Station Name:** Santa Fe Public Schools

Policies & Procedures		Yes	No	N/A	Comments
1	Does your agency have policies that ensure that "reasonable accommodation" is made to individuals, including volunteers with disabilities?				
2	All volunteers are oriented and trained on the agency's safety policy and updated if changes occur.				
3	Volunteers are given the necessary materials and knowledge to perform tasks safely.				
4	All volunteers are required to report and/or document any accidents to a staff member.				
5	Volunteers wear the appropriate clothing and safety equipment necessitated by activity.				
6	Is there an evacuation plan in place in case of emergency?				
<b>Facility Accommodations</b>					
7	There is parking designated for persons with disabilities near building entrance.				
8	There is a flat, non-gravel route from parking/street to front entrance.				
9	Is there a handicap accessible restroom?				
10	Doors (entrance, restroom) are no heavier to open than refrigerator doors and/or are handicapped accessible (automatic door button).				
11	Halls and passageways are at least one yard (36") wide and there are no trip hazards.				
12	Stairways have handrails.				
13	Alternate entrances are available (elevator, ramp, other entrance).				
14	Proper signs, emergency exits and safety protocols are visibly displayed for volunteers.				
15	First aid kits are available and locations are identified.				
16	Fire extinguishers are located on site and inspected regularly.				
17	Are emergency alarms both audible and visual?				

**Name of person completing evaluation (Print)**

**Title**

**Signature**

**Date**

**Date received by FGP**





# **City of Santa Fe** **Foster Grandparent Program** **Elementary Assignment/Care Plan**



**Instructions:** It is a federal requirement that all Foster Grandparents have an assignment plan for the children with whom they are assigned to work. Foster Grandparents should be assigned to children (at least three) with exceptional or special needs. Successful assignments will have a positive impact on the child.

Please complete all sections, documenting the child's needs, the activities you want the volunteer to perform, and the desired results of those activities. The completed assignment plan becomes the volunteer's "job description." Please review it with the volunteer to ensure that the required activities and the desired outcomes are understood.

The Foster Grandparent Program recognizes and respects the confidentiality of all of the children involved in the program. Please be assured that all of the information that you provide will only be used in aggregate and no specific child will be identified. If you have questions, please call program staff at 955-4761.

Foster Grandparent: \_\_\_\_\_

Volunteer Station: \_\_\_\_\_

Teacher/Supervisor \_\_\_\_\_

Period this plan covers: \_\_\_\_\_

## **A. List Child's/children's Name, Age, and Grade and Exceptional or Special Need:**

Identify the child(ren) the volunteer will be working with. For confidentiality, please use the first name only or an assigned I.D. number.

Child's Name	Grade	Age	Special or Exceptional Need Choose from the list below and include all that apply.
<i>Example: 1. Anna</i>	<i>1</i>	<i>6</i>	<i>SI, HI</i>
1.			
2.			
3.			
4.			

AN: Abused/Neglected	HI: Health Impairment	SI: Speech Impaired
AY: Adjudicated youth	HE: Hearing Impaired	TP: Teen Parent
DD: Development Delayed/Disabled	L: Literacy Needs	VI: Visually Impaired
ES: Emotional/Social	LC: Language/Communication	Other:
FC: In Need of Foster Care	LD: Learning Disabled	Other:
	PC: Physically Challenged	
<b>Special Initiatives:</b>		
CI: Children of Incarcerated Parent(s)		
CF: Child in Foster Care		
CM: Child of Military Family or Veteran Parent(s)		

**B. Activities planned with assigned child(ren).** What will the Foster Grandparent work on with the child(ren)? Mark those activities that apply with an X.

Examples of Activities the Foster Grandparent will work on with the child	Child 1: _____			Child 2: _____		
	Daily	2 – 3 Times a Week	Weekly	Daily	2 – 3 Times a Week	Weekly
<b>1. Cognitive:</b> Learning, thinking <i>Activity: looking at books</i>						
<b>2. Language:</b> Speech, ESL <i>Activity: Tell stories, practice greetings</i>						
<b>3. Social:</b> Friendship, respect, teamwork. <i>Activity: Model proper social skills</i>						
<b>4. Emotional:</b> Self-esteem, behavior, self-control. <i>Activity: Encouragement, redirection, comfort</i>						
<b>5. Literacy:</b> Colors, numbers, reading, math. <i>Activity: Read stories, play number games, puzzles</i>						
<b>6. Fine Motor:</b> Cutting, drawing, buttoning						
<b>7. Gross Motor:</b> Walking, throwing balls, etc. <i>Activity: Assist with mobility/ exercise</i>						
<b>8. Self Help:</b> Independence <i>Activity: Share meals/ help feed</i>						
<b>9. Health:</b> <i>Activity: Wash hands</i>						
<b>10. Other:</b>						

**B. Activities planned with assigned child(ren).** What will the Foster Grandparent work on with the child(ren)? Mark those activities that apply with an X. (Continued)

Examples of Activities the Foster Grandparent will work on with the child	Child 3: _____			Child 4: _____		
	Daily	2 – 3 Times a Week	Weekly	Daily	2 – 3 Times a Week	Weekly
<b>1. Cognitive:</b> Learning, thinking <i>Activity: looking at books</i>						
<b>2. Language:</b> Speech, ESL <i>Activity: Tell stories, practice greetings</i>						
<b>3. Social:</b> Friendship, respect, teamwork. <i>Activity: Model proper social skills</i>						
<b>4. Emotional:</b> Self-esteem, behavior, self-control. <i>Activity: Encouragement, redirection, comfort</i>						
<b>5. Literacy:</b> Colors, numbers, reading, math. <i>Activity: Read stories, play number games, puzzles</i>						
<b>6. Fine Motor:</b> Cutting, drawing, buttoning						
<b>7. Gross Motor:</b> Walking, throwing balls, etc. <i>Activity: Assist with mobility/ exercise</i>						
<b>8. Self Help:</b> Independence <i>Activity: Share meals/ help feed</i>						
<b>9. Health:</b> <i>Activity: Wash hands</i>						
<b>10. Other:</b>						

## SIGNATURES

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*I accept this assignment plan and agree to perform the duties required of this volunteer position to the best of my ability and to relay questions or concerns to the volunteer supervisor.*

Signature: Foster Grandparent \_\_\_\_\_ Date: \_\_\_\_\_

*I certify that I am qualified to attest to the needs described above or have consulted with or reviewed documentation prepared by an appropriate professional who verified the needs, such as, but not limited to, a teacher, speech therapist, educator, or a member of the professional psychiatrist, psychologist, registered nurse or licensed practical nurse, or executive staff of the volunteer station.*

Signature: Teacher/Supervisor \_\_\_\_\_ Date: \_\_\_\_\_

*I approve this assignment/care plan:*

Signature: FGP Director \_\_\_\_\_ Date: \_\_\_\_\_