

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into on this 18th day of January, 2019, by and between the Community Educators Network ("CEN") and the CITY OF SANTA FE, a municipal corporation ("CITY").

RECITALS:

WHEREAS, the City and their residents want to improve programming within the summer and afterschool program; and

WHEREAS, the Community Educators Network is a group 40 organizations strong, with diverse educators focusing on the environment, art, literature, movement, science, reading, math, etc; and

WHEREAS, the parties to this MOU provide resources for the operation of a robust out of school time experience for the City of Santa Fe's youth.

WITNESSETH:

The City and CEN desire to formalize their relationship in both the City's afterschool and summer program.

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

1. PURPOSE.

The City of Santa Fe Youth and Family Services Division and the Santa Fe Community Educators Network (CEN) agree to work together to provide specific, community educator led, and programming as part of the City's Summer Youth Program.

2. SCOPE.

The City of Santa Fe's Youth and Family Services Division Agrees To:

- a. Meet regularly with the CEN to plan the details and logistics of the Summer Youth Program on an agreed upon time and date.
- b. Provide a mechanism for families to sign their youth up for the CEN track of the Summer Youth Program that provides them with clear details about the program.
- c. Provide the CEN with a list of students signed up for the program as soon as it has been confirmed.
- d. Provide one city staff member who will be present in each CEN classroom for the duration of the programming. This will ensure that all liability requirements for the program are covered, and the staff member will be responsible for classroom management and disciplinary action during all hours of CEN programming.
- e. Require the staff members to attend a full day training led by the CEN prior to the start of the Summer Youth Program.
- f. Include AmeriCorps VISTA in all Summer Youth Program training days.
- g. Provide the CEN with the name and contact information of the site supervisors at each of the sites where CEN programming will take place and provide site supervisors with an overview of the CEN and their partnership with the Summer Youth Program.
- h. Provide safe and appropriate classroom (or other school space) for the CEN track of the Summer Youth Program including kitchen space for Cooking with Kids programming.
- i. Provide two busses for all scheduled CEN field trips.
- j. Will assist with the program evaluation process including helping to administer pre and post surveys to the CEN program sites and control sites, as well as assisting with organizing student focus groups/interviews.

Santa Fe Community Educators Networks Agrees to:

- a. Meet regularly with the City of Santa Fe Youth and Family Services Division to plan the details and logistics of the Summer Youth Program on an agreed upon time and date.

- b. Provide written materials about the CEN summer programming to be distributed to families during the registration process.
- c. Provide qualified educators and activities that are age appropriate, engaging and incorporate youth literacy development.
- d. Provide recreational activities and games interspersed throughout the programming.
- e. If funding through AmeriCorps VISTA continues, provide AmeriCorps VISTA Summer Associates to assist with program implementation and logistics.
- f. Provide training for city staff members who will be stationed at the sites where the CEN programming is taking place.
- g. Contact supervisors at the sites where CEN programming is taking place to plan for the summer programming.
- h. Provide a full schedule of CEN programming, including field trip dates and locations by the end of April.
- i. Hire a professional evaluation to conduct an evaluation of the CEN programming at the Summer Youth Program.

3. **TERM.** This MOU shall be signed in counterparts and shall be effective as of the date it is signed by all parties. It shall remain in effect until September 1st 2021.

4. **TERMINATION.** This Memorandum of Understanding may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. **LIABILITY.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions in accordance with this Agreement.

6. **NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

7. **THIRD PARTY BENEFICIARIES.** By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

8. **ASSIGNMENT.** Neither the City nor the Authority shall assign or 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 party.

9. **AMENDMENT.** This Memorandum of Understanding shall not be altered, changed, or amended except by instrument in writing.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE :


ERIK K. LITZENBERG, CITY MANAGER

DATE: 1/14/19

COMMUNITY EDUCATORS NETWORK:


NAME AND POSITION CEN Lead

DATE: 1-17-19

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK *all*

APPROVED AS TO FORM:

EMM 12/12
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR *BT 1-2-19*