



MEMORANDUM OF UNDERSTANDING

Farmington Municipal School District

Work-Based Learning Program

and

Business Partner Name

PURPOSE

*This Memorandum of Understanding (MOU) is to formally enter into an agreement with **Business Partner Name** to provide a coordinated, diverse array of services related to career readiness and student success to benefit students and families in the community. The Farmington Municipal School District, in partnership with students, families, and the community, provides a student-centered learning environment that cultivates character, fosters academic excellence, and embraces diversity. This MOU is to formalize the understanding and responsibilities related to apprenticeships and internships for Farmington Municipal School students who participate in this program.*

SCOPE OF WORK

- I. Responsibilities of Farmington Municipal Schools -Work-Based Learning program (FMS-WBL):
 - A. Support and promote **Business Partner Name** initiatives that enhance student citizenship, leadership, volunteerism, career readiness and academic success.
 - B. Ensure that the student placement is made without discrimination by virtue of race, politics, religion, sex, sexual orientation, gender identity, color, ancestry, serious medical condition, national origin, age, or disability.
 - C. Provide training to program participants in the areas of harassment prevention, equal opportunity employment and others deemed pertinent by FMS or FMS-WBL program.
 - D. Ensure program participants have easy access to a reporting mechanism to FMS or FMS-WBL program for any issues that may arise during the time of placement and provide **Business Partner Name** Human Resource Director of the policy and procedure for reporting.
 - E. Immediately report to **Business Partner Name** Human Resource Director any issues, problems or concerns brought forward by program participants.

- F. Ensure that conditions outlined by the U.S. Department of Labor for non-paid training situation under the Fair Labor Standards Act are met. Reference URL for 7 factor “Primary Beneficiary” test: <https://www.dol.gov/whd/regs/compliance/whdfs71.pdf>
- G. For any additional Workforce Community Liaison Responsibilities see the Employer Internship Packet.

II. Responsibilities of **Business Partner Name**:

- A. Support the missions of FMS and **Business Partner Name**: to enhance the health, safety, and quality of life for all residents of San Juan County.
- B. Assist participants with completion of volunteer or student applications for **Business Partner Name** intake process. *Note: If Applicable*
- C. Conduct hiring interview with the student participants.
- D. Promote FMS-WBL program within the community. FMS-WBL program provides awareness of jobs and job training necessary for students to gain before employment with **Business Partner Name**.
- E. Provide opportunities for FMS-WBL program Career and Technical Education (CTE) instructor connections to connect with local business and industry to support program of study advisory or professional development externship opportunities at **Business Partner Name** meetings, seminars, and/or sessions.
- F. Provide time to orient, train and provide safety instruction to student’s participants.
- G. Sign the provided training agreement.
- H. Approve the student learning objectives.
- I. Provide mentorship to FMS students to obtain experiential learning opportunities such as cooperative education, internship, volunteer, service learning or other similar programs upon review and agreed placement.
- J. Provide an environment free from all types of harassment based on protected groups as defined in Title VII of the Civil Rights Act of 1964.
- K. Notify FMS-WBL program, 505-324-9840 ext. 3125, for any reason the student is subject to written disciplinary action, is dismissed from career readiness activities or citizenship activities, or fails to attend or participate regularly.
- L. Verify and sign attendance and/or time records, as required.
- M. Periodically review progress with the student participants.
- N. Assist students in coordinating work and school schedules.
- O. **Business Partner Name** will provide assistance to FMS students and families in accessing general services including education of local government services and activities available. *Note: If Applicable*
- P. Provide FMS-WBL program office copies of necessary **Business Partner Name** volunteer paperwork to be filled out by the student. *See Employer Internship Packet.*
- Q. Provide workers’ compensation coverage for students in paid experiences. *Note: Outside of internship hours, if applicable.*
- R. Evaluate student’s performance at the end of internship.
- S. Follow all rules of the program including all expectations and obligations set forth in the Employer Internship Packet, the WBL Student Training Agreement, and any other agreements with FMS related to WBL.

III. Responsibilities of Both Parties

- A. Both parties agree to execute any forms and releases that may be necessary to facilitate the open exchange of information between the two organizations while maintaining strict confidentiality while adhering to FERPA and HIPAA regulations.
- B. Both parties agree to collaborate to bring career exploration and career readiness services to FMS students, families, and staff.

IV. Terms and Termination

This agreement is effective upon date of signature by all parties and shall continue until such time that either party terminates by providing thirty (30) days' written notice of intent to terminate or there is a breach of agreement where the MOU cannot be upheld which will lead to immediate termination. The terms of the WBL Employer Internship Packet, the Student Training Agreement for individual students, and any other agreements between FMS and the employer/business partner are incorporated by reference in this Agreement. This agreement may be modified by a written amendment signed and dated by both parties. Disputes concerning the implementation or interpretation of this agreement shall be resolved through discussion between key administrative staff of both entities and shall be the sole remedy for resolutions of such disputes.

V. Notices

Notices or other correspondence required under this MOU shall be made at the following address, except as changed by written notice to the other party.

Business Partner Name

Farmington, NM 8740

Farmington Municipal Schools
3401 East 30th Street
Farmington, NM 87402

VI. New Mexico Tort Claims Act

As between the parties hereto, each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* as amended. This paragraph is only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The FMS and its "public employees" as defined in the New Mexico Tort Claims Act 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.

VII. Third Party Beneficiary

Work-Based Learning Program
Farmington Municipal Schools
3401 E. 30th Street, Farmington, NM 87402
Phone: 505-324-9840 | Fax: 855-290-2206
Jose Villarreal | jvillarreal@fms.k12.nm.us

It is specifically agreed between the parties executing this MOU that it is not intended by any of the provisions of any part of the MOU to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the MOU to maintain suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this MOU.

VIII. Applicable Law

The laws of the State of New Mexico shall govern this MOU. The parties shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed or which in any way affect the conduct of work. Venue for any litigation shall be exclusively in the state courts located in San Juan County, New Mexico.

IX. Confidential Information

Any confidential information not subject to disclosure under the Inspection of Public Records Act shall be kept confidential and shall not be made available to any individual, organization, or other entity by either party without the written approval of the other party. This includes any confidential information that has been given to or developed by either party, its officers, director, employees, agents or subcontractors in the performance of this MOU.

X. Severability of Provisions

If any provision of this MOU is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of this MOU shall remain in full force and effect. However, in the event that either party can no longer reasonably perform or if the purpose of the MOU can no longer be carried out by either party, the MOU may be terminated as detailed in Section IV(A), and no damages shall accrue to either party.

SIGNED

Farmington Municipal Schools:

Business Partner Name:

Superintendent

Date

Director

Date