

RECITALS

WHEREAS, by this MOU the County Teen Court and Tierra Encantada Charter School set forth the terms upon which they will provide the opportunity for students of Tierra Encantada Charter School to participate in and benefit from the Santa Fe County Teen Court program.

1. RESPONSIBILITIES OF THE PARTIES:

1. Offer to its students the option to voluntarily participate in Santa Fe County Teen Court program when a student has violated the Charter School's Code of Conduct. Participation in the Santa Fe Teen Court program is voluntary for the benefit of the student and the student's parents. The option to participate in Santa Fe County Teen Court will be offered only to students who are between the age of 12 to 17.
2. Provide a written referral to Santa Fe Teen Court for students (and parents) who choose to participate in Santa Fe Teen Court.
3. Provide a point of contact through the Charter School's Office of Student Wellness to collaborate with Santa Fe Teen Court personnel.
4. While complying with the Federal Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g), Tierra Encantada Charter School agrees to provide the County with relevant student data, from which personally identifiable information has been redacted unless released pursuant to a lawful parent waiver, and which may include student information and school attendance records

1. Provide services to students of Tierra Encantada Charter School as a community- based restorative justice and intervention/ diversion program.

2. Conduct a thorough intake of each student upon referral to determine the services that would best meet the student's holistic needs.
3. Consequences for violations of the Tierra Encantada Charter School Code of Conduct will be determined by the Teen Court jury. Consequences may include without limitation community service, jury duty, letters of apology, behavior modification classes, essays, counseling, educational programs, gender-specific programs and substance use prevention workshops.
4. Provide follow up information on the students who complete the Santa Fe County Teen Court program and their progress and other relevant information. Status reports and follow up will be made to the appropriate Tierra Encantada Charter School administrators and/or at Student Wellness Team meetings.
5. Collaborate with the Tierra Encantada Charter School's Office of Student Wellness on all matters related to Tierra Encantada Charter School students, referrals, and participation in Santa Fe County Teen Court program.

2. EFFECTIVE DATE AND TERM:

This MOU is effective on the date of last signature by the parties and will terminate one year from such date, unless earlier terminated pursuant to Section 3 (Termination) or Section 7 (Appropriations and Authorizations). The term of this MOU may be extended by a written amendment signed by the parties.

3. COMPENSATION:

There is no compensation associated with this MOU.

4. TERMINATION:

This MOU may be terminated by either party upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. ASSIGNMENT:

The County nor Tierra Encantada Charter School must not assign or transfer any interest or rights in this MOU without the advance written approval of the other party. Any attempted assignment or transfer without the other party's advance written approval will be void.

6. LIABILITY:

Each party will be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this MOU. Each

party will be liable for its actions in accordance with this MOU. Any liability incurred by either party in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act NMSA 1978, Section 41-4-1. The parties and their public employees 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 MOU modifies or waives any provision of the New Mexico Tort Claims Act.

7. AMENDMENT:

This MOU will not be altered, changed or amended except by an instrument in writing executed by the parties.

8. APPROPRIATIONS AND AUTHORIZATIONS:

The terms of this MOU are contingent upon sufficient appropriations and authorizations being made by the Santa Fe County Board of County Commissioners and/or the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this MOU will terminate upon written notice by the County to Tierra Encantada Charter School. Such termination will be without penalty to the County, and the County will have no duty to reimburse Tierra Encantada Charter School for expenditures made in the performance of this MOU. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this MOU will be final and not subject to challenge by Tierra Encantada Charter School.

9. GOVERNING LAW:

This MOU will be governed by and construed in accordance with the laws of the state of New Mexico.

10. STATUS OF THE COUNTY AND TIERRA ENCANTADA CHARTER SCHOOL:

The County and Tierra Encantada Charter School are separate legal entities. Tierra Encantada Charter School's agents and employees are not employees or agents of the County. The County's agents and employees are not employees or agents of Tierra Encantada Charter School. No powers of the County or Tierra Encantada Charter School express or implied will be granted to the other party.

11. ACCOUNTABILITY:

During the term of this MOU and for a period of three years thereafter, the parties will maintain accurate and complete records of all disbursements made and monies received by each under this MOU; and, upon receipt of reasonable written request, each will make

such records available to the other party and to the public, including any federal, state or local authority during regular business hours.

12. NO THIRD PARTY BENEFICIARIES:

Nothing in this MOU, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this MOU.

13. NOTICES:

Any notice required to be given to either party by this MOU must be in writing and delivered in person, by courier service or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County:	Santa Fe County Teen Court Attention: Joe Lozano, Program Manager P.O. Box 276 Santa Fe, New Mexico 87504-0276
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To Tierra Encantada Charter School:	Tierra Encantada Charter School Attention: Daniel Pena, Director 4601 Mission Bend Santa Fe, New Mexico 87507
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14. FAX OR ELECTRONIC SIGNATURE:

The parties hereto agree that a fax or electronic signature has the same force and effect as an original for all purposes.

15. ENTIRE AGREEMENT:

This MOU represents the entire understanding between the County and Tierra Encantada Charter School and supersedes any prior agreements or understandings with respect to the subject of this MOU. No changes, amendments or alterations to this MOU will be effective until in writing and signed by the parties

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date of last signature by the parties.

SANTA FE COUNTY:



Gregory S. Shaffer
Santa Fe County Manager

10/3/2024

Date

Approved as to form:

Roberta D. Joe for J.Y.

Jeff Young

Santa Fe County Attorney

October 2, 2024

Date

TIERRA ENCANTADA CHARTER SCHOOL

DocuSigned by:

Daniel Pena

Director

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October 3, 2024

Date