Nature Niños New Mexico P.O. Box 56983 Albuquerque, NM 87107 (505) 573-0705



2024-205 Memorandum of Understanding Between Nature Niños New Mexico "Nature Niños" And South Valley Prep

This Memorandum of Understanding (MOU) Proposal sets forth the terms and understandings between Nature Niños New Mexico "Nature Niños" and the South Valley Prep necessary to successfully provide outdoor programming for youth and families for August 2024 to May 2025.

#### Purpose

The purpose of this MOU is to establish a general framework of cooperation between "Nature Niños" and the South Valley Prep and to define the partnership roles for all applicable youth programming.

The purpose of "Nature Niños" youth programming:

- Bring students outside the classroom to interact and learn in natural environments local to their school.
- Integrate Nature Niños emergent learning methods with K-12 standard curriculums in collaboration with South Valley Prep teachers and administration.
- Introduce youth to conservation topics, such as the Wild Harvest Initiative, North American Model of Wildlife, wildlife/plant identification, introductions to hunting/angling experiences, etc.
- Integrate the use of social-emotional and physical development and health, such as journaling, mindfulness, and freeplay exercise.
- Encourage conversations about sustainability, natural & healthy eating, hiking and exploration, and general curiosity about nature.

# Nature Niños New Mexico "Nature Niños" will:

- Develop an individualized program for South Valley Prep based on the collaborative discussions.
- 2. Provide supplies for all program classes.
- Coordinate transportation, if needed, based on the "Transportation Agreement" below.
- Monitor weather conditions for each program class based on the terms in the "Inclement Weather and Cancellation Policy" below.
- Provide staff who are fully trained in Nature Niños education methods and engagement, as well as safety certifications including First Aid/CPR, Mandatory Reporter, and Darkness to Light.
- Submit an invoice at the end of the semester, see "Payment Method" below, with the following materials:
  - Student attendance
  - b. Lesson plan

# South Valley Prep will:

- Ensure that shared communications from Nature Niños for the students and parents are distributed.
- Schedule a staff member to participate in Nature Niños program classes with the students to assist the Nature Niños educators, as needed in the program classes.
- Provide lunches for the students attending.

# Additional Topics Related to Programming

## Transportation Agreement

If needed, Nature Niños New Mexico "Nature Niños" will coordinate all transportation needs for the duration of the MOU. Transportation is determined by locations agreed upon by both parties in the schedule above. Transportation cost is included in the Program Cost below. Please refer to the School Partnership Payment Information breakdown on page 6 for details.

## Inclement Weather Policy

We are a 100% outdoor program and we plan to have class in all kinds of weather. However, when conditions become hazardous such as excessively high or low temperatures, heavy rain or snow, high winds, thunderstorms, tornadoes, earthquakes, fires, or icy roads, this can create undo dangers in our outdoor spaces and environmental conditions that make outdoor activities unfeasible. Nature Niños New Mexico "Nature Niños" will be responsible for monitoring weather conditions and properly notifying the South Valley Prep no less than 24 business hours prior to the scheduled experience. This event may be postponed, rescheduled, or canceled depending on both parties' agreement.

Some measurements we use to determine if a class needs to be canceled due to weather are:

### Temperature Guidelines

- Classes will be canceled if temperatures exceed 102 degrees Fahrenheit.
- For temperatures between 13 degrees 31 degrees Fahrenheit with wind chill, classes will be either delayed or canceled.

When temperatures are below 13 degrees Fahrenheit, classes will be canceled.

## Thunderstorms and Lightning

 Classes may be canceled or ended early in the sudden presence of thunderstorms and/or lightning. If lightning is detected within a one-mile radius of our outdoor classroom, the class will be canceled and students will need to be picked up promptly.

#### Other Factors

- Area school districts and government buildings call for closures or delays.
- The day's class site has specific safety concerns with limited available amenities. (ie. high winds in the Bosque - risk of falling branches with no alternative locations/amenities in the same area).

## Cancellation Policy

In the case of sudden cancellations regarding illnesses, unexpected or extenuating circumstances (ie. not being able to find a replacement Nature Niños instructor or attending South Valley Prep teacher, etc.) each party agrees to communicate this as soon as possible.

If a program class is canceled, an addendum will be written listing the program class date and the reason. If a class is canceled due to weather or by the fault of Nature Niños, South Valley Prep will not incur the cost of the program.

### Restroom Information

A location to use the bathroom will be available at each location, but due to the outdoor environment, an established facility may not always be available. For the locations determined by the MOU, restrooms will be available as either port-a-potties, a public city facility, and/or a private, portable tented set-up. For the tented set-up, all supplies will be provided. Hand sanitizer will always be available.

# Payment Agreement

#### Program Cost

Program cost will be calculated by Nature Niños and selected by South Valley Prep based on the *School Partnership Payment Information* provided on page 6. Select the chosen payment option:

50% Cost: \$1,008.00 (Agreed upon by both parties for 2024-2025 school year)

### Payment Method

Based on the program cost selected above and as discussed by Nature Niños and South Valley Prep, payment will be invoiced after each semester (one invoice in December 2024 and the second invoice in May 2025). This invoice will be submitted along with the agreed program documents as noted above in Nature Niños New Mexico "Nature Niños" party responsibilities. Each invoice will be for \$504.

Nature Ninos currently has a fiscal sponsor, Nuestra Tierra Conversation Project, until our 501c3 status is complete. All payments will be made to Nuestra Tierra with the attached ACH information.

#### Duration

This MOU will remain in effect for the Fall 2024 & Spring 2025 Semesters. This MOU shall become effective upon signature by an official administrator at the South Valley Prep and Nature Niños New Mexico "Nature Niños" and will remain in effect until modified or the term ends. An MOU must be in place for programming to occur.

# **Program Contacts**

For the duration of this program, the following people from both parties will be the main points of contact. If main contacts have changed, it is the responsibility of each party to communicate that change.

Nature Niños Team	South Valley Prep
Sarah Candelaria Executive Director sarah@natureninos.org 505-573-0705	Baylor Del Rosario Executive Director (505) 515-2514 baylor.delrosario@southvalleyprep.org
Educators TBD.  Nature Niños team is available from 9AM-5PM.	South Valley Prep Office (505) 222-5642

Hold Harmless To the extent permitted by law, each Party agrees to hold harmless, defend and indemnify the other Party and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of either Parties performance or nonperformance of the services or subject matter called for in this MOU.

IN WITNESS WHEREOF, the South Valley Prep and Nature Niños New Mexico "Nature Niños" have executed this MOU as of the last date signed below.

(-5/	June 25, 2024
[Partner Name] Signature	Date Signed
Head Administrator	
Role	
Sarah Candelaria	6/19-2024
Nature Niños New Mexico "Nature Niños" Signature	Date Signed
Executive Director	