



South Valley Preparatory School

"Home of the Aztecs"



2551 Karsten Court SE Albuquerque, NM 87102
Phone: (505) 222-5642 Fax (505) 222-5647 • www.southvalleyprep.org

This Memorandum of Understanding (the Memorandum) is made on this September, 2022, by and between Los Jardines, of 803 La Vega Drive SW, Albuquerque, New Mexico 87105, hereinafter LJ and South Valley Prep Middle School, of 2551 Karsten Ct. SE, Albuquerque, New Mexico 87102 hereinafter referred to as SVP for the purpose of achieving the various aims and objectives relating to SVP's education components to include: Service Learning, environmental and economic justice and agricultural/outdoor learning classrooms.

WHEREAS LJ and SVP desire to enter into an agreement in which LJ and SVP will work together to complete the learning projects;

AND WHEREAS LJ and SVP are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the learning projects;

Purpose:

The purpose of this Memorandum is to provide the framework for any future binding contract regarding environmental and economic justice, agricultural/outdoor classroom education, Service Learning, and community partnership between LJ and SVP.

Obligations of the Partners:

The partners acknowledge that no contractual relationship is created between them by the memorandum, but agree to work together in the true spirit of authentic partnership to ensure that there is a united visible and responsive shared leadership of this project and to demonstrate financial, administrative and managerial commitment to the project by means of the following individual services.

The activities and services offered for the project shall include but not limited to:

On Behalf of Los Jardines Institute

Workshop Facilitation

Service Learning Coordination

Volunteer Coordination

Garden Activities

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Community Outreach

Non-Traditional Leadership Development

On Behalf of South Valley Preparatory Mid-School

Transportation to and from Los Jardines Farm and service learning locations

Snacks and Water

Attended session student/staff participation

Survey and Evaluations

Chaperones and Guidance

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

LJI agrees to provide the following financial, material and labor resources in respect of the Project.

Tools needed for service learning projects

Workshop Facilitators

Outdoor Classroom Learning Center

SVP hereby agrees to provide the following financial, material and labor resources in respect of the project.

Snacks and Food for participants

Transportations to and from work sites

Safety and work gear such as gloves, hats, water bottles, etc.

Two disbursement of \$1,800 to be billed mid-way to be invoiced on January 1, 2022 and end of the project to be invoiced on May 30, 2023. A total of 18 workshops will be provided by LJI.

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the aims of the project.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the leaders of each partners' organizations. In the even the dispute resolution is unable to make a compromise to reach a final decision, it is understood that neither party is obligation to enter into any binding contract to complete the project.

Term

The arrangements made by the partners by this Memorandum shall remain in place from September 14, 2022 until May 17, 2023. The term shall be extended only by agreement of all partners.

Any notice or communication required or permitted under this Memorandum shall be sufficiently given of delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as on party may have furnished to the other in writing.

Governing Law

This Memorandum shall be constructed in accordance with the laws of the State of New Mexico.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

If any provision of the Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of the Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

Each Partner will work together in a coordinated fashion for the fulfilment of the Project.

In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations or individuals.

To the extent possible, each Partner will participate the development of the Project.

Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate

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agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate authority. This Memorandum does not provide such authority.

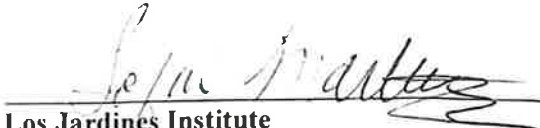
This Memorandum is not intended to and does not create any right, benefit or trust responsibility.

Any Partner may terminate its participation in the memorandum by providing written notice to the partner.

The following Partners support the goals and objectives of Land Based Research and Physical Education.

Signatories

This Agreement shall be signed on behalf of Los Jardines Intstitute, Sofia Martinez and Richard Moore and on behalf of South Valley Preparatory Middle School by Moises Padilla, its Executive Director-South Valley Prep. This Agreement shall be effective as of the date first written above.



Los Jardines Institute
By Sofia Martinez and Richard Moore



South Valley Prep Middle School
By Moises Padilla, Executive Director

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