MEMORANDUM OF UNDERSTANDING BETWEEN THE SANTA FE COMMUNITY COLLEGEAND CITY OF SANTA FE

This Memorandum of Understanding is entered into by and between Santa Fe Community College ("SFCC"), and City of Santa Fe ("CITY"), on_____ , 2026.

WHEREAS, SFCC is a political subdivision of the State of New Mexico created to provide, among other things, academic and career training to the residents of Santa Fe, New Mexico, and beyond; and

WHEREAS, the CITY is a political subdivision of the State of New Mexico and a governmental entity created to provide services to the citizens of the CITY;

WHEREAS, the purpose of this Memorandum of Agreement is to agree on terms of delivery of an EMT Program whereby CITY employees who are registered as SFCC students will participate in EMT Training Programs taught by CITY training experts who are jointly employed by SFCC as adjunct professors;

WHEREAS, the CITY will host the EMT Program on its training premises and permit CITY staff who are SFCC students to use its premises for such training; and

WHEREAS, SFCC and the CITY desire to enter into this memorandum of understanding whereby SFCC will provide instructional curriculum and services within its mission as a community college to the CITY to the mutual benefit of both parties.

NOW, THEREFORE, BE IT MUTUALLY UNDERSTOOD BY THE PARTIES THAT:

1. Effective immediately as of the date of this memorandum, the CITY and SFCC agree that they will jointly assume responsibilities for the overall operation of the EMT Program (hereinafter the "Program"). Specifically, SFCC and the CITY will jointly coordinate the delivery of instruction so that students participating in the Program may receive college credit in accordance with the accreditation requirements of SFCC and the State of New Mexico EMT requirements.

2. SFCC agrees that the Program management and development will be done in cooperation with the instructors of the Program who may be employees of the CITY. SFCC will not be responsible for assuring student attendance, student discipline and the like.

3. The parties agree that they may delineate any additional specific responsibilities of each of the parties relative to the Program.

4. The parties agree that the Program Director will be an employee of SFCC. SFCC will retain ownership and control of the curriculum and ultimate control and authority over the Program.

5. The CITY and SFCC will collaborate to choose the CITY personnel assigned to serve as instructors. SFCC will have the right to approve instructors and ensure they are compliant with all relevant New Mexico Joint Organization on Education ("NM JOE")

and Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions ("CoAEMSP") requirements, as necessary. SFCC reserves the right to conduct instructor evaluations as needed and provide feedback to instructors.

6. For CITY-sponsored students enrolled in the Program, the CITY will pay the mandatory fees, special course fees, and routine instructional course fees for CITY-sponsored students.

7. The CITY is responsible for coordinating class schedules and instruction for the Program with SFCC.

8. The parties agree that the CITY will be solely responsible for providing the necessary equipment and related maintenance and repairs to the equipment as well as to any off-site instructional space.

9. The CITY will be responsible for arranging any required student/employee transportation for CITY-sponsored students in the Program including field trips to the SFCC campus. In that event, the CITY will remain responsible for CITY-sponsored student/employee behavior and liability.

10. The Program and all other related courses of study shall be mutually agreed upon; however, the quality and standards of training must meet SFCC general accreditation and course requirements. SFCC will be responsible for ensuring that the education design and delivery are in compliance with all SFCC requirements related to the Program and other courses offered as part of this partnership. SFCC will also provide CITY-sponsored students and City employees who may be instructors, guidance as to SFCC's various student policies.

11. Following are the responsibilities of the City of Santa Fe Fire Department Training Officer and/or assigned Training Captains:
    a. Provide qualified instructors who meet all SFCC EMSI and NM JOE requirements.
    b. Select and provide students.
    c. Register students in specially added courses.
    d. Ensure adherence with all Emergency Medical Services Institute (EMSI) expectations and requirements.
    e. Assign grades using SFCC-approved rubric.
    f. Turn in grades as required by SFCC Academic Calendar.
    g. Ensure Field Internship Student Data Acquisition Project (FISDAP) accounts are used by all students.
    h. Test students using Emergency Medical Services Institute (EMSI)-approved exams and requirements.
    i. Notify SFCC Emergency Medical Services Institute (EMSI) of proposed courses at least 45 days in advance of their start date.
    j. Ensure students all correctly create National Registry of Emergency Medical Technicians (NREMT) accounts and affiliate with SFCC.

12. Following are the responsibilities of SFCC:
    a. Provide curriculum, which includes:
        i. Information on approved text.

ii. Purchase Field Internship Student Data Acquisition Project (FISDAP) accounts.
iii. Provide learning objectives.
iv. Recommended schedule and acceptable modifications (if any).
v. Approved exams.
vi. Grading rubric.
vii. Course/program policies.
viii. Required scenarios.

b. Assist with clinical requirements and scheduling.
c. Provide certificates to students who complete all course requirements.
d. Assist instructors with any questions about curriculum, scheduling or other course requirements.
e. Assist instructors with entering grades if needed.
f. Approve successful students for National Registry of Emergency Medical Technicians (NREMT) testing in their National Registry of Emergency Medical Technicians (NREMT) accounts.

13. All CITY personnel who serve as instructors in the Program will remain CITY employees and will not be considered SFCC adjunct faculty or employees for any purpose other than teaching assigned courses in the Program. SFCC will not be responsible for payment to CITY employees for any time spent or work performed as instructors in the Program.

14. CITY acknowledges, that for the purposes of this memorandum, it is designated as a "school official" with a legitimate educational interest in the education records of SFCC's students, for purposes of the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations at 34 CFR Part 99. CITY and its employees and course instructors agree to abide by the limitations and requirements imposed by 34 CFR Part 99 on school officials. CITY also agrees to comply with the reasonable directives from SFCC pertaining to maintenance, use, and re-disclosure of education records. CITY shall use SFCC's education records only for the purposes of fulfilling its duties and providing the services under this memorandum and it will not monitor or share such information with a third party or disclose it to any third party except as provided for in this memorandum or as required by law or as authorized in writing by SFCC. CITY agrees that if it violates the terms of this section, CITY will immediately provide written notice of the violation to SFCC.

15. The initial term of this memorandum is one year, subject to extension or renewal for up to eight years based upon the agreement of the parties.

16. Both parties agree that they will give each other at least 60 days prior written notice if a party does not wish to extend or renew the term of this memorandum.

17. In the event that a dispute arises between the parties as to the interpretation of this memorandum, or as to the respective rights and responsibilities of the parties, the parties agree that the chief administrative officers of the parties (for SFCC, the President of SFCC, and for the CITY, the City Manager) shall meet and attempt to resolve the

dispute. Should the attempt fail, this memorandum will terminate at the end of any given semester and/or training period.

18. Except as to those policies and procedures which the parties have agreed to develop, this memorandum contains the entire agreement between the parties and no amendment or modification of this memorandum will be valid unless signed by the CITY and SFCC.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have affixed their signatures this _____ day of _____ , 2026.

SANTA FE CITY

_____ _____

Brian J. Moya Date
Santa Fe City Manager

Margaret A. Peters 10/19/2026

Santa Fe Community College Date

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

_____

FRANK RUYBALID, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MONICA MAESTAS, FINANCE DIRECTOR