

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SANTA FE AND  
SANTA FE COMMUNITY COLLEGE TO IMPLEMENT  
PROTEC FILM TRAINING PROGRAM**

This **MEMORANDUM OF UNDERSTANDING** (hereinafter "Agreement") is entered into on this 15 day of November, 2016, by and between the **SANTA FE COUNTY** (hereafter referred to as "County") a New Mexico political subdivision, and the **SANTA FE COMMUNITY COLLEGE**, (hereafter referred to as "SFCC") with a principal address located at 6401 Richards Avenue, Santa Fe, NM 87508.

**RECITALS**

**WHEREAS**, the Santa Fe Economic Development Plan recognizes the County's need to have and maintain a skilled and well-trained workforce that can meet the needs of current and future industries in Santa Fe County; and

**WHEREAS**, in June 2015, the County and the Northern Area Local Workforce Development Board (NALWD Board) entered into Agreement No. 2015-0358-ED/BT (Agreement) to provide for the Board to assist and cooperate with the SFCC to design and implement, as a pilot program, an accelerated Microsoft Excel and Microsoft Technical Assistant training program that included up to 80 hours of internship for participants; and

**WHEREAS**, the pilot program implemented by the Board and SFCC pursuant to the Agreement was a success and resulted in increased hire-ability and training of the workforce in Santa Fe County. The program designed and implemented by SFCC was called a "Professional Readiness & Technical Experience for Careers" program or a "PROTEC" program; and

**WHEREAS**, the Board of County Commissioners of Santa Fe County wish to support another PROTEC program developed by the SFCC, the "PROTEC FILM" program, that offers preparatory training for entry-level employment in film and media, social media and the internet marketing industry; and

**WHEREAS**, by this Agreement the parties will provide for their respective duties to provide financial support and for the SFCC to design and implement the PROTEC FILM project to further the development and creation of a skilled workforce in Santa Fe County.

**NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES:**

**1. DUTIES OF THE PARTIES:**

**A. The County shall:**

- 1) Provide to the SFCC an amount not to exceed \$75,000.00 in funding expenses for SFCC's development and implementation of the PROTEC FILM program. The parties agree that of the \$75,000 in funding, \$50,000 will be allocated towards training in PROTEC FILM and \$25,000 will be allocated towards the pre-

apprentice program involving the documentary film pertaining to the Glorieta Battle or the Battle of Glorieta Pass of 1862.

**B. SFCC shall:**

- 1) Design, market and execute a workforce training program for PROTEC FILM that will include a 100 hour, accelerated, classroom and jobsite intensive training program. SFCC's PROTEC FILM will be implemented in accordance with SFCC's proposal described in Attachment A, attached hereto and incorporated herein.
  - 2) In implementing PROTEC FILM, SFCC abide by all laws and regulations of the state of New Mexico and the state constitution that pertain to expenditure and use of public money and funds.
2. **DELIVERABLES:** SFCC will deliver the following through the implementation of PROTEC FILM:
  - A. Recruit, interview and accept a minimum of 10 and a maximum of 25 Santa Fe County residents into PROTEC FILM by December 2016.
  - B. Contract with the NALWD Board to provide pre-screening eligibility for federal and state job assistance programs to PROTEC FILM participants.
  - C. Provide 30 hours minimum of practical hands-on film technician training, social media and internet skills in January 2017.
  - D. Provide 70 hours minimum of on-the-job training on an independent documentary film production of the New Mexico Civil War volunteers in the 1862 Battle of Glorieta Pass.
  - E. Provide participants with counseling in education, certification training and job placement assistance for film industry careers.
  - F. Provide social media blog/photos/videos of PROTEC FILM.
  - G. Complete a presentation demonstrating the results and products of PROTEC FILM to the Santa Fe Board of County Commissioners no later than May 2017.
3. **EFFECTIVE DATE AND TERM:** This Agreement shall become effective upon the last date of signature by the parties and shall terminate June 30, 2017, unless earlier terminated as indicated below or extended by the mutual written agreement of the parties.
4. **TERMINATION:** This Agreement may be terminated by any of the parties hereto 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 or SFCC shall not assign or transfer any interest or rights in this Agreement without the advance written approval of the other party. Any attempted

assignment or transfer without the other party's advance written approval shall be null and void and without any legal effect.

6. **LIABILITY:** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement. Each party shall be liable for its actions in accordance with this Agreement. Any liability incurred by the County or SFCC in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act NMSA 1978, Section 41-4-1, et seq., as amended. The County, SFCC and its "public employees" as defined in the New Mexico Tort Claims Act, 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.
7. **AMENDMENT:** This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.
8. **APPROPRIATIONS AND AUTHORIZATIONS:** The terms of this Agreement 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 Agreement shall terminate upon written notice by the County to the SFCC. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the SFCC for expenditures made in the performance of this Agreement. 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 Agreement shall be final and not subject to challenge by the SFCC.
9. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico.
10. **STATUS OF THE SFCC AND THE COUNTY:** The County and SFCC are separate legal entities. The SFCC's agents and employees are not employees or agents of the County. The County's agents and employees are not employees or agents of the SFCC. No powers of the County or the SFCC express or implied shall be granted to the other party except those specifically set forth herein.
11. **ACCOUNTABILITY:** During the term of this Agreement and for a period of three years thereafter, each of the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall 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 Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this Agreement.

13. **NOTICES:** Any notice required to be given to either party by this Agreement shall be in writing and shall be 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  
Attn: Santa Fe County Manager  
102 Grant Avenue  
P.O. Box 276  
Santa Fe, New Mexico 87504-0276

and,

Santa Fe County  
Growth Management Department  
P.O. Box 276  
Santa Fe, New Mexico 87504-0276  
Attn: Erik Witt, Santa Fe County Film Director

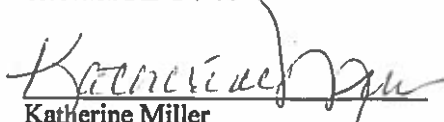
**To the Contractor:**

Santa Fe Community College  
Office of the President  
6401 Richards Avenue  
Santa Fe, New Mexico 87508

14. **FACSIMILE SIGNATURES:** The parties hereto agree that a facsimile signature or scanned and emailed signature has the same force and effect as an original for all purposes.
15. **ENTIRE AGREEMENT:** This Agreement represents the entire understanding between the County and the SFCC and supersedes any prior agreements or understandings with respect to the subject of this Agreement. No changes, amendments or alterations to this Agreement will be effective until in writing and signed by the parties


**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first written above.

**SANTA FE COUNTY**

  
Katherine Miller  
County Manager

11.15.16  
Date

Approved as to form

  
Gregory S. Shaffer  
County Attorney

11-3-16  
Date

Finance Department

  
Don D. Moya  
Interim Finance Director

11-7-16  
Date

CONTRACTOR – Santa Fe Community College *-see next page*

\_\_\_\_\_  
Randy Grissom, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ann Black, Director of Grants

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nick Telles, Vice President of Finance

\_\_\_\_\_  
Date

\_\_\_\_\_  
Monique Anair, Coordinator of Contract Training

\_\_\_\_\_  
Date

Approved as to form

  
Lynn E. Mostoller  
Legal counsel for Santa Fe Community College

Nov. 3, 2016  
Date

Approved as to form

  
Gregory S. Shaffer  
County Attorney

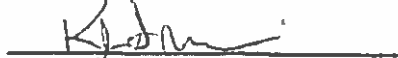
11-3-16  
Date

Finance Department


  
Don D. Moya  
Interim Finance Director

11-7-16  
Date

CONTRACTOR - Santa Fe Community College

  
Randy Grissom, President

11-8-16  
Date

  
Ann Black, Director of Grants

11-8-16  
Date

  
Nick Telles, Vice President of Finance

11/8/16  
Date

  
Monique Anst, Coordinator of Contract Training

11/8/2016  
Date

Approved as to form

  
Lynn E. Mostoller  
Legal counsel for Santa Fe Community College

Nov. 3, 2016  
Date

# Professional Readiness & Technical Experience For Careers (PROTEC) Pilot Film Program



Proposal prepared by Santa Fe Community College

September 2, 2016



**Attachment A (6 pages)**

## Executive Summary

Professional Readiness & Technical Experience for Careers (PROTEC) programs are offered in partnership with the Northern Area Local Workforce Development Board, Santa Fe County, New Mexico Workforce Connection, SERS-Jobs for Progress, Inc., and Santa Fe Community College. PROTEC FILM offers preparatory training for entry-level employment in film and media, social media and internet marketing industry jobs and is designed for individuals who are currently unemployed, under-employed or looking to increase their hire-ability in Santa Fe County. Accepted participants will participate in a pre-apprentice film crew hands-on training, learn professional applications for social media marketing, and gain key job readiness skills in a 100 hour, accelerated, classroom and jobsite intensive program. Participants will also have the opportunity to work hands-on on a local documentary film production in association with the Friends of the Pecos Historical Monument and Lightningwood Pictures.



## Background

In June 2015 Santa Fe County in partnership with the Northern Area Workforce Development Board and SERS-Jobs for Progress contracted the Santa Fe Community College to design and implement an accelerated Microsoft Excel and Microsoft Technical Assistant training program that would culminate in 80 internship hours on location in a Santa Fe County business. The intent of the program was to increase hire-ability, help unemployed workers gain confidence to re-enter the workforce and provide employers an opportunity "try-out" workers in their places of business. The pilot project was started in June 2015 and completed September 2015. 20 students participated in PROTEC training pilot. At the start of the program (5) participants were employed part-time and no participants had fulltime employment. Post-program completion five (5) participants achieved full-time employment, eight (8) participants achieved part-time employment, twelve (12) participants decided to continue their education or training towards a career pathway through Back to Work 50+: Women's Economic Stability Initiative (WESI) or through a Santa Fe Community College certificate program. Fifteen (15) participants completed 1200 internship hours with New Mexico Department of Health, New Mexico Museum of Art, Vista Therapeutics, Santa Fe Business Incubator, Santa Fe Studios, Santa Fe County, Department of Workforce Solutions, Santa Fe Community College, New Mexico Film Office and the Santa Fe Film Festival.



## Academic Abstract

PROTEC FILM provides an inclusive learning environment in an accelerated model. In accelerated educational training students must come to the training with a core set of skills that can be developed rapidly and successfully. Internships are crucial in workforce training to 1. give students a realistic application of the classroom content; 2. provide students with job market perspective; 3. give employers a chance to provide feedback on student and program.

The PROTEC FILM pilot program will address the following competencies:

1. A continuum of professional behavior; understanding the difference between under-involvement and over-involvement in the workplace environment. This is addressed in role playing lessons.
2. Career-based outcomes; understand and model the behaviors of an empowered workplace - roles of coach, creator and challenger. This is addressed in discussion and self-reflection.
3. Making attainable career goals by understanding the film and media industry, skills sets desired and how to "match" yourself to careers. This is addressed in hands-on demonstrations, lecture, discussion and reflection.



The PROTEC FILM pilot program will assess student learning by:

1. Hands-on, pre-apprentice film crew training practical exam in partnership with IATSE 480 (Setting a C-stand, cable coiling, proper film-set clothing, etc.)
2. Social media and internet media training skills exam through [interviewmocha.com](http://interviewmocha.com)
3. On-the-job training experience

## PROTEC Details

Applicants will be recruited from recent college and high school graduates interested in film industry work, current college students interested in on-the-job training, and 50+ displaced workers. Outreach will be facilitated through the New Mexico Filmmakers Academy higher education network, the Santa Fe Public Schools, iBest and GED programs located at Santa Fe Community College and through the WESI 50+ work program at SFCC. NAWDLB will screen applicants to ensure they score 3 or better on the Work Keys Career Readiness assessment, meet the criteria of being unemployed, under-employed and are a current Santa Fe County resident. Santa Fe Community College and NAWDLB will conduct interviews in early November. 15 to 25 applicants will be accepted into the program.

Classroom instruction will begin in early January 2017 with on-the-job training starting in February 2017. Instruction will include computer training, film software, hardware and equipment training, social media and career readiness. Instruction is delivered by individual lessons and group lessons to prepare for skills assessment exams in film hardware, placement in on-the-job worksite, and in completing an individual social media project. Students also develop a LinkedIn account and learn how to present themselves professionally to employers.

On conclusion of the classroom instruction, participants engage in internship activities starting February 2017. The scheduling of internships will be staggered to accommodate participants and employer schedules. Individual pathways will include the following:

1. **Traditional film crew pathway** – participants who are interested in obtaining work as film crew members will be eligible to become a credit student in the Film Crew I and Film Crew I Lab pre-apprentice program. Historically, 16% of students in Film Crew I and Film Crew I Lab choose to and obtain membership in the IATSE 480 film union; 3% of students choose to and obtain membership in the ICG 600 film union; and 50% of students choose to continue their education and complete a certificate in film production, digital cinematography, multi-media production or post-production. Of the students who choose a non-film union pathway, they have held the following jobs (for example); middle-school teacher, high-school teacher, office administrator, social media specialist, community specialist, ESL teacher, artist, gallery owner, real estate agent, small business owner and independent filmmaker. Information about film crew technician jobs can be found here: <http://www.bls.gov/ooh/media-and-communication/broadcast-and-sound-engineering-technicians.htm>
2. **Social media, marketing and documentary media** – participants who are interested in working in internet media, including promotional and marketing can apply their skills in office environments, social media marketing companies, small businesses and in freelance online media production. Participants can continue their skills training in formal education or in online nano-degree pathways. This is a new and growing market sector. Information about social media and marketing jobs can be found here: <http://www.bls.gov/ooh/management/advertising-promotions-and-marketing-managers.htm>
3. **Post-production and film editing** – participants who are interested in obtaining post-production work can complete the Post-Production certificate at Santa Fe Community College where they will learn three (3) non-linear platforms; Final Cut Pro, Adobe Premiere Pro and Avid Media Composer. Through SFCC, who is an Avid Learning Partner, students can earn certification in Media Composer software. This is a new and growing market sector in Santa Fe. Information about

camera, editing and post-production jobs can be found here:  
<http://www.bls.gov/ooh/media-and-communication/film-and-video-editors-and-camera-operators.htm>

Each participant will receive a stipend after completing their classroom training. Students will be eligible for tuition remission if they decide to enroll in the Film Crew I and Film Crew I Lab for the spring semester at Santa Fe Community College.

#### **The jobsite**

In a pre-apprentice program, it is important to provide a safe environment for hands-on learning in a real world environment. Participants will work on a locally produced documentary, contingent on additional funding from the Civil War Trust and the Friends of the Pecos National Historic Monument, in pre-production about the history the New Mexico Volunteers during the Battle of Glorieta. This on-going project is an engaging and challenging project for participants to work on. Filmmakers David Aubrey and Doug Crawford have worked in New Mexico as filmmakers since the 1980's and have received national recognition for their work in television and film. Both David and Doug are interested in providing a real-world experience for PROTEC participants to help build a trained and hire-able workforce. David and Doug have been providing internship opportunities for local Santa Fe high school and college students for over 12 years.

To find out more about David Aubrey and Doug Crawford please link to their webpages here:

<http://lightningwood.com/demo-reel/>

<http://www.delightedeyevideo.com/>



#### **PROTEC Summary**

The success of the PROTEC FILM program will be apparent from: increase of

participants from unemployed to employed status; successful completion on-the-job training and classroom material; qualitative results for many participants in gaining self-confidence to re-enter the workforce and pursue further professional development; number of participants who will continue into accredited education programs or seek membership into film labor unions.

The PROTEC FILM combination of on-the-job training and career and technical education is a successful model for communities that are looking to support entry-level worker education for local industries that require employees to have computer, film production and social media skills.

## **PROTEC FILM Timeline**

Promotion of the opportunity to perspective applicants will occur in early fall 2016 with applicants being interviewed in November 2016. Thirty-hours of classroom and hands-on workshops will start in early January before the traditional college semester begins so that participants can enroll in tandem education programs, apply for scholarships or financial aid or join the Film Crew I and Film Crew I Lab training program that begins January 20, 2017. On-the-job training internships will begin February 2017 and continue through May 2017.

Santa Fe Community College will track each participant through the program, have an active blog that posts milestones and relevant participant news during the program and will provide detailed post-program data and results. ,