

## **AMENDED MEMORANDUM OF UNDERSTANDING**

### **New Mexico School for the Arts - High School New Mexico School for the Arts - Art Institute**

This Memorandum of Understanding (MOU) is made by and between the governing council of the New Mexico School for the Arts – a statewide, residential state-chartered charter high school (“High School”) and the board of trustees of the New Mexico School for the Arts – Art Institute, a private tax-exempt educational institution for the arts (“Art Institute”).

#### **1. PARTIES.**

**1.1 The High School.** The High School is a public high school for students who show exceptional promise or aptitude in the arts and a strong desire to pursue a career in the arts. The goal of the High School is to graduate highly educated students who are specially prepared to pursue a post-secondary education at excellent colleges, universities and arts institutions and careers in the arts. The High School will meet all of the curriculum, faculty and reporting requirements of a state-chartered public high school in New Mexico.

**1.2 The Art Institute.** The Art Institute is a private tax exempt educational institution for the arts created to provide (1) intensive pre-professional and professional arts instruction to high school students in New Mexico who show exceptional promise or aptitude in the arts and a strong desire to pursue a career in the arts, (2) funding to support the costs of room and board for eligible residential High School students on a sliding scale based on a student’s ability to pay and (3) outreach and arts enrichment instruction and programs in communities around the State of New Mexico.

**1.3 Collaboration and Cooperation.** The High School and the Art Institute agree to collaborate and cooperate with each other in connection with the curricula and the administration of their respective classes and programs to afford New Mexico students who demonstrate exceptional promise, aptitude and passion for the arts the opportunity to access pre-professional arts training, to earn a New Mexico high school diploma and to engage in the highest level of artistic and academic learning to prepare them to compete on a national level for post-secondary education and/or professional careers in the arts.

#### **2. SEPARATE GOVERNANCE.**

**2.1 The High School.** The High School will operate in accordance with the New Mexico School for the Arts Act, Sections 22-15F-1, et seq, NMSA 1978; the Charter Schools Act, Sections 22-8B.1, et seq., NMSA 1978, as amended and the Charter issued by the New Mexico State Public Education Commission. Under these Acts and its Charter, the High School is responsible for its operations and has the power to carry out its educational mission.

**2.2 The Art Institute.** The Art Institute will operate as a nonprofit tax-exempt educational institution in accordance with the purposes set forth in its Articles of Organization. The Art Institute is responsible for its operations and has the power to carry out its educational mission.

**2.3 The High School and Art Institute.** The High School and the Art Institute are separate legal entities, having different and separate operations and responsibilities; however they have agreed to collaborate and coordinate administration, and curricula in order to fulfill the mission and educational philosophy of each of the entities. The parties may enter into additional agreements relating to the exchange of services or shared use of facilities to further common goals. The collaborative efforts include but are not limited to the following:

- (1) Defining the mission, vision and guiding principles of the High School;
- (2) Developing and implementing a coordinated and collaborative administrative and curricular structure for delivery of educational instruction which also recognizes and preserves the independent governance of the High School by its governing council and the independent governance of the Art Institute by its board of trustees.
- (3) Establishing protocols, whenever practical, to promote consistent institutional cultures, programming, and staffing at both entities, recognizing the need for an appropriate determination of key responsibilities of the Head of School in program staffing, supervision and program delivery to insure quality and consistency of academic and arts programming;
- (4) Coordinating the development and implementation of strategic planning and long and short-term plans for both entities;
- (5) Developing statewide admissions criteria and outreach tools for identifying and offering admission to students who show exceptional promise or aptitude in the arts, a strong desire to pursue a career in the arts and show commitment to completing the enhanced art curriculum offered by the Art Institute without regard for a student's ability to pay residential costs;
- (6) Selecting highly qualified administrators, faculty, artists, and staff; and
- (7) Developing and implementing a master educational plan that integrates and coordinates the curriculum of the High School and the curriculum of Art Institute that will meet rigorous academic and arts mastery standards and graduate highly educated and experienced students who can readily pursue post- secondary education and/or careers in the arts.

**3. ACTIVITIES AND PROGRAMS.** The collaborative activities and programs of the High School and Art Institute will include the following:

**3.1 Faculty Training and Advanced Professional Development.** The entities will work together to develop and implement programs to provide faculty training and advanced professional development opportunities for all faculty.

**3.2 Advancement.** The High School shall collaborate in the fundraising efforts of the Art Institute, both public and private, so that the Art Institute can provide funding for free or reduced-fee room and board, enhanced arts instruction, student life programs for eligible students and outreach and arts enrichment instruction in communities around the State of New Mexico.

**3.3 Student Selection.** Student selection procedures, including conducting auditions and portfolio reviews based upon admission assessment criteria will be developed and implemented to identify New Mexico students with exceptional promise, aptitude and passion for the arts and a strong desire to pursue a career in the arts for admission. The procedures developed will constitute the Student Selection Policies of both entities and align with the School's statutory mandates in administering the student selection process.

**3.4 Programs.** The entities will work together to develop, adopt and carry out coordinated schedules for classes and programs in order to fulfill their educational missions and enhance the educational experience of the students.

#### **4. FINANCIAL INDEPENDENCE.**

The High School and the Art Institute will independently follow the acceptable accounting procedures applicable to each separate entity, and separately and independently maintain appropriate financial records, obtain audit reports that are necessary or desirable, and timely file all tax forms and financial reports that are required of each of them. The High School will strive to comply with all required financial reporting required of a public chartered high school. The Art Institute will strive to comply with all required financial reporting required of a tax exempt educational institution. Both entities agree that all financial information that either of them may receive about the other shall be kept confidential and not be disclosed to any other person without the express consent of the other except to the extent required by law.

In entering into this MOU, neither the High School nor the Art Institute assumes any responsibility for the debts, liabilities, obligations or financial responsibilities of the other. This agreement to collaborate shall not be performed so as to interfere with the independent nature of their respective financial operations and to assure that the financial records of each of them shall be fully segregated and kept separate and apart from each other.

**5. EMPLOYEES.** The High School and Art Institute agree to work together to implement a structure to enable the Head of School of the High School and President of the Art Institute to focus on collaboration and coordination to ensure that the mission and goals for both entities are met. Although some Arts faculty are compensated by the Art Institute, the Head of School is the authorized official and has the responsibility to make all decisions, including hiring, evaluations, supervision, termination and other personnel actions for all faculty .

**6. FACILITIES..** The High School will lease instructional and administrative space from the Art Institute, including appropriate spaces such as classrooms, studios, practice rooms and other arts instruction facilities not expressly reserved to the Art Institute..

**6.1 Lease Purchase Agreement.** The High School and Art Institute will work together to negotiate a lease-purchase agreement for the school at the appropriate time.

**7. STUDENTS.** The High School and Art Institute will work together to develop coordinated procedures and rules of conduct for all students and, all students shall be enrolled students in the High School.

**8. STUDENT RECORDS.** All student records shall be created and maintained in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g ("FERPA") and all other applicable federal and state laws.

**9. LIABILITY AND INSURANCE.**

**9.1 Liability.** The High School and Art Institute each will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent those claims or damages result from negligence of their own respective board members, officers, employees or agents. The liability of the High School shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978 as amended, and nothing in this agreement is a waiver of any such immunity.

**9.2 Insurance.** The High School and Art Institute each will be responsible for obtaining their own insurance coverage for their respective facilities and operations.

**10. REVIEW.** The parties will review the scope of this Agreement annually. Nothing in this Agreement is intended to restrict the ability of either party to develop additional informal agreements during the term of this Agreement, to restrict either party from contracting with other entities for services or to amend the terms of the premises Lease between these parties.

**11. CAPTIONS; HEADINGS.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this MOU, or the intent of any provision thereof.

This amended Memorandum of Understanding was adopted by resolution of the Board of Trustees of the Art Institute and the Governing Council of the High School, effective as of June 30, 2020.

New Mexico School for the Arts - High School

Attest:



Bill Beacham, Chair  
of the Governing Council



Paula Tackett, Secretary  
of the Governing Council

New Mexico School for the Arts - Art Institute

Attest:



Carl Thoma, Chair  
of the Board of Trustees



Cynthia Nava, Secretary  
of the Board of Trustees

Adopted: May 1, 2009  
Amended: May 5, 2010  
Amended: May 20, 2011  
Amended: February 5, 2013  
Amended: January 6, 2015  
Amended: February 10, 2016  
Amended: January 10, 2017  
Amended: February 13, 2018  
Amended: March 13, 2018  
Amended: June 30, 2020