



**SANTA FE INDIAN SCHOOL**  
Office of the Superintendent

June 30, 2008

Julia Barnes  
NEW MEXICO SCHOOL FOR THE ARTS  
200 West De Vargas, Suite 2  
Santa Fe, New Mexico 87501

**Re: Letter of Intent**

The purpose of this Letter of Intent ("Letter") is to set forth certain non-binding understandings between the Founding Committee of the New Mexico School for the Arts and the Santa Fe Indian School, Inc. (SFIS) regarding the leasing of space to the New Mexico School for the Arts (NMSA), and for the creation of a Memorandum of Agreement between SFIS and NMSA for the benefit of both schools and both student bodies.

The terms of the agreement will be more particularly set forth in a Memorandum of Agreement to be mutually agreed upon by the parties. This Letter outlines the proposed project based on each party's present understanding. In particular, each party understands that, for the school year 2009- 2010:

- SFIS agrees in principle to lease educational buildings to NMSA for the academic and artistic class needs of NMSA.
- The educational buildings will be leased to NMSA at a lease rate of a certain amount per student for the 2009-2010 school year, to be determined by the parties.
- The space leased will be sufficient to meet the minimum facilities standards as required by the Public Education Act.
- NMSA agrees in principal to follow the protocols and procedures of SFIS regarding health, safety and security issues in order to promote consistent

policies on the SFIS campus for the benefit of all children on the campus and to ensure the sovereignty of the SFIS and the Pueblos.

- The lease may continue on a yearly basis by further agreement of the parties.

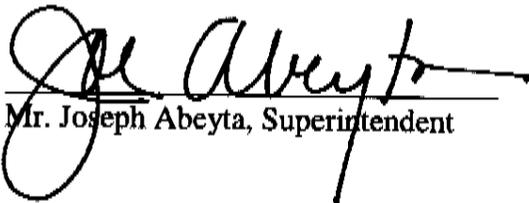
Each party hereby affirms its intention that this Letter is not intended to constitute a legal and binding obligation, contract, or agreement between any of the parties, and is not intended to be relied upon by any party as constituting such. Accordingly, the parties agree that any party to this Letter may unilaterally withdraw from negotiation at any time for any or no reason at the withdrawing party's sole discretion by notifying the other party of the withdrawal in writing.

If the terms of this Letter are agreeable to you, please sign a copy of this Letter and return a signed copy by facsimile to SFIS, followed by a mailed original signed copy. Upon acceptance of this Letter by each party, the parties will begin to negotiate in good faith to prepare and enter into a Memorandum of Agreement to govern the agreements between NMSA and SFIS.

Should you have any questions, please contact me.

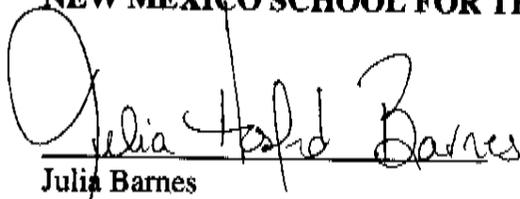
Respectfully,

SANTA FE INDIAN SCHOOL, INC.



Mr. Joseph Abeyta, Superintendent

**READ AND AGREED TO:  
NEW MEXICO SCHOOL FOR THE ARTS**



Julia Barnes

cc: Public Education Commission  
Charter Schools Division, New Mexico Public Education Department  
CNM Workforce Training Center  
5600 Eagle Rock Ave., NE  
Albuquerque, New Mexico 87113