

## **AMENDED MEMORANDUM OF UNDERSTANDING**

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

This Memorandum of Understanding is made by the New Mexico School for the Arts - Charter School, a state high school ("High School") and New Mexico School for the Arts – Art Institute, a tax-exempt arts educational institution ("Art Institute"). The High School and the Art Institute are collectively and referred to as the "Schools".

#### **1. RECITALS.**

**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 public high school in New Mexico.

**1.2 The Art Institute.** The Art Institute is a tax exempt arts educational institution 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) housing and food services for eligible students 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 curricula and the administration of classes and programs in order to give New Mexico students who demonstrate exceptional promise, aptitude and passion for the arts the opportunity to access pre-professional arts training and to earn a New Mexico high school diploma. Students of the Schools engage in the highest standards of artistic and academic learning and prepare for competing 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 Charter Schools Act, Sections 22-8B.1, et seq., NMSA 1978, as amended (the "Act") and the Charter issued by the New Mexico State Public Education Commission. Under the Act 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 and they have agreed to collaborate and coordinate administration, and curricula in order to fulfill the mission and educational philosophy of the High School and Art Institute. The collaborative efforts include the following:

- (1) Defining the mission, vision and guiding principles;
- (2) Developing and creating a structure that 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 and at the same time ensures a coordinated and collaborative administrative and curricular structure;
- (3) Establishing protocols whenever possible to ensure consistent institutional cultures, programming, and staffing at both Schools;
- (4) Coordinating the development and implementation of strategic planning and long and short-term plans for both Schools;
- (5) Admitting students who will succeed in the enhanced art curriculum offered by the Art Institute;
- (6) Selecting administrators, faculty, artists, and staff; and
- (7) Developing and implementing a plan that integrates and coordinates the curriculum of the High School and the curriculum of Art Institute that will meet rigorous 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 Schools will work together to develop and implement programs to provide faculty training and advanced professional development that coordinate between the state licensed faculty who teach at the High School and the professional teacher/artists who teach at the Art Institute.

**3.2 Advancement.** The Schools will work together to develop and implement coordinated and collaborative fundraising efforts to gain both public and private support for the Art Institute so that it can provide housing, food service, 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.** The Art Institute will develop and implement student selection procedures and conduct auditions and portfolio reviews based upon admission assessment criteria 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 in both Schools. The Art Institute will follow the Student Selection Policies of both Schools in administering the student selection process.

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

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

The High School and the Art Institute are separate entities and each of them, independent of the other, will follow acceptable accounting procedures, 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 charter high school. The Art Institute will strive to comply with all required financial reporting required of a tax exempt educational institution. Both Schools 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.

Neither the High School nor the Art Institute assumes any responsibility for the debts, obligations or financial responsibilities of the other. The High School and the Art Institute are separate legal entities and their agreement to collaborate with each other shall not interfere with the independent nature of their financial operations and 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 the extent practicable to hire the same person to perform the duties of Head of School of the High School and Director of the Art Institute. When this is not possible, a structure will be implemented to ensure that the two leaders are focused on collaboration and coordination to ensure that the mission and goals for both Schools are met.

**6. FACILITIES AND STUDENT SERVICES.** The High School and Art Institute will work together in selecting appropriate sites for their operations, including facilities that will provide appropriate spaces such as classrooms and facilities for studios, practice rooms and other arts instruction facilities. The Art Institute will provide housing facilities and food service for eligible residential students and will be solely responsible for these operations.

**7. STUDENT LIFE.** The High School and Art Institute will work together to develop coordinated procedures and rules of conduct for their students.

**8. STUDENT RECORDS.** All records created by the High School and Art Institute shall be maintained in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g ("FERPA") and all applicable federal and state laws. To the extent that waivers are needed to share student records between staff of the High School and Art Institute who have a reason or need to know certain information, the parents will be asked to sign such waivers to ensure consistent treatment and coordination between the two organizations on student issues.

**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 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.

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 January 10, 2017.

New Mexico School for the Arts - High School

Attest:



Bill Beacham, Chair  
of the Governing Council



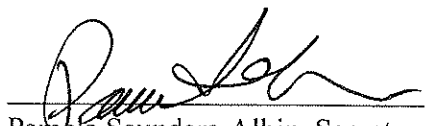
Paula Tackett, Secretary  
of the Governing Council

New Mexico School for the Arts - Art Institute

Attest:



Ned W. Bennett, Chair  
of the Board of Trustees



Pamela Saunders-Albin, 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