

**Memorandum of Agreement
Between The University of New Mexico and the
Albuquerque Institute of Mathematics and Science**

This Memorandum of Agreement is entered into by and between the Regents of the University of New Mexico and the Governance Council of the Albuquerque Institute of Mathematics and Science at UNM charter school (AIMS@UNM).

Recitals:

- A. The Albuquerque Institute of Mathematics and Science is a public charter school located on The University of New Mexico campus. AIMS@UNM seeks to provide a rigorous academic curriculum that rivals the best programs in the country. Eligible students at AIMS@UNM will enroll concurrently at the University of New Mexico while earning their high school diploma pursuant to NMSA 1978, Section 21-1-1.2 (2015).
- B. Serving New Mexico is central to UNM's mission and as part of that service, UNM is engaged in working with public schools, communities, and families to improve K-12 education.
- C. AIMS@UNM and UNM agree their respective missions will be advanced by collaborating in programs that enhance the educational experience of AIMS@UNM students and enrich UNM's research and teaching activities.
- D. The Agreement defines the relationship between the parties and provides a framework for the interaction between the parties.

Therefore, the parties agree as follows:

- I. Governance of AIMS@UNM:
 - A. AIMS@UNM shall operate in accordance with the Charter Schools Act, NMSA 1978, Section 22-8B-1 through -17.1 (1999, as amended) and its charter Pursuant to the Charter Schools Act and the charter, AIMS@UNM is responsible for its own operations and has the power to contract for needed goods and services in order to carry out the educational mission described in the charter.
 - B. The responsibilities of the Governance Council of AIMS@UNM include:
 - 1. Defining the mission and guiding principles of the school;
 - 2. Strategic planning and creation of long and short terms plans for the school's development and operation;
 - 3. Managing school finances, excluding the development of operating budgets and approval of expenditures;
 - 4. Selecting the director of the school and performing an annual evaluation of the director;
 - 5. Approving policies pursuant to statute regarding students and employees;
 - 6. Obtaining funds needed for the school's operation.
 - C. On consent of the incumbent AIMS@UNM Governance Council, four members of the Governance Council will be representatives of UNM: one member representing the UNM President; one member nominated by the Dean the School of Engineering; one member nominated by the Dean of the College of Arts and Sciences, and one member nominated by the Dean of College of Education. The UNM President or the president's designee will serve as an ex-officio non-voting member.

II. Exclusive relationship: The parties agree that the relationship set forth in this agreement is exclusive between them. AIMS@UNM shall not enter into a collaborative relationship with another post-secondary institution substantially similar to that provided for herein, and UNM should not affiliate with another charter school in a substantially similar fashion during the term of this Agreement.

III. Services provided to the students:

- A. AIMS@UNM students shall have an opportunity to enroll in UNM dual credit courses per NMSA 1978, Section 21-1-1.2 (2015).
- B. New Mexico high school students who are dually enrolled receive Lobo cards that allow limited access to UNM's University Libraries and other UNM facilities, events, and activities. Dually enrolled AIMS@UNM students are eligible to become members of recreational and special interest chartered student organizations to the same extent as any other student of UNM. This eligibility does not extend to fraternities, sororities, honors societies, or organizations organized around student housing. University events open to the general public are also accessible to AIMS@UNM students.
- C. AIMS@UNM students who are not dually enrolled and are under age 18 are governed by UNM Administrative Policy 2205: Minors on Campus (<https://policy.unm.edu/university-policies/2000/2205.html>). In addition, they are eligible to open a "community borrower" account at the University Libraries, subject to parent/guardian authorization. The account fee will be waived for AIMS@UNM students.

III. Location of AIMS@UNM:

AIMS@UNM shall be housed at UNM-owned facilities under a mutually agreed lease arrangement or at a mutually agreed upon alternative site.

IV. Student conduct:

The AIMS@UNM Student Code of Conduct governs all AIMS@UNM students. Dually enrolled students at UNM are also governed by the UNM Student Code of Conduct. AIMS@UNM age 18 or older who are not dually enrolled are governed by the UNM Visitor Code of Conduct while using UNM programs or facilities. AIMS@UNM students under age 18 who are not dually enrolled are subject to UNM Administrative Policy 2205: Minors on Campus while using UNM programs or facilities.

V. AIMS@UNM Employees:

All AIMS@UNM teachers, administrators and staff are employees of AIMS@UNM, subject to AIMS@UNM policies and procedures regarding hiring, retention, termination, benefits and all other matters. AIMS@UNM teachers are eligible to open a "community borrower" account at the University Libraries. The account fee will be waived for AIMS@UNM teachers.

VI. Joint AIMS@UNM-UNM Activities:

The parties mutually embrace the opportunity to collaborate in activities that will enhance the educational experience for students attending AIMS@UNM and for UNM students interested in careers in education. The collaborative activities that the parties agree to pursue, may include, but are not limited to, the following:

- A. Research: Projects designed to study and improve secondary education may be explored by UNM faculty and graduate students as well as by AIMS@UNM teachers. AIMS@UNM reserves the right to approve the propriety of research projects conducted in the school.
- B. Teacher preparation and advanced professional development: College of Education students may have the opportunity to intern, student teach and/or tutor at AIMS@UNM, subject to the school's approval. UNM faculty and pre-service teachers in physical education may engage with AIMS@UNM students in their physical education classes. The College of Education Institute of Professional Development may offer professional development activities for AIMS@UNM teachers and administrators.
- C. Advancement: UNM and AIMS@UNM may collaborate on proposals for federal, state and private grants. The parties may also collaborate in promoting their partnership and may, where appropriate, work cooperatively on fund raising projects. The UNM Foundation may explore offering its assistance in developing a plan to secure private support for such partnerships.
- D. Other: The School of Engineering, College of Education and College of Arts and Sciences may provide opportunities for advanced AIMS@UNM students to participate in research projects with UNM faculty or graduate students in University laboratories. School of Engineering, College of Education and College of Arts and Sciences faculty may offer guest lectures in AIMS@UNM classes and/or mentor students. As mutually agreed between the parties, other ancillary student services and programming, including outreach for admission, financial aid, career services, and academic advisement and Student Health Center educational programs may be arranged for AIMS@UNM students.

VII. Insurance:

AIMS@UNM shall maintain liability insurance coverage at least equal to the minimum liability amounts set forth in New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through -30 (1976, as amended). The insurance must be written by a company authorized to do business in New Mexico and must identify and protect UNM as an additional named insured. The insurance must remain in force for the life of this Agreement, including all extensions or renewals. UNM reserves the right to require proof of insurance. AIMS@UNM is responsible for maintaining Worker's Compensation for its employees as required by State law during the life of this Agreement, including all extensions and renewals.

VIII. Liability:

As between the parties, each party acknowledges that it 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 its employees or agents. The liability of the parties shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act.

IX. Indemnification:

AIMS@UNM agrees to defend, indemnify and hold harmless UNM, its officers, agents and employees from and against any loss, claims, damage or liability of any kind, including attorneys' fees and costs brought against said parties arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage or liability arises in whole or in part from the gross negligence or willful misconduct of UNM.

X. Financial Independence:

Any exchange of, or provision of, financial or other resources between UNM and AIMS@UNM shall be pursuant to this Agreement, or otherwise bargained for in arm-length fashion and contained in a written agreement. Neither party, by virtue of this Agreement, assumes any responsibility for the debts, liabilities, obligations or responsibilities of the other party.

XI. Third Parties:

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.

XII. Relationship the Parties:

Nothing in Agreement will be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other relationship, between the parties.

XIII. Notices:

Notices to the parties shall be given in writing to the following addresses or such address, as either party shall provide the other in writing.

AIMS@UNM: Chair, AIMS@UNM Governance Council
933 Bradbury SE
Albuquerque, NM 87106

UNM: Office of the University President
MSC05 3300
1 University of New Mexico
Albuquerque, New Mexico 87131-0001

A. Terms and Agreement:

This Agreement will become effective on the day the Agreement is signed by all parties or December 1, 2016, whichever is later. The Agreement will continue in effect for four (4) year until November 30, 2020, unless terminated earlier as provided for herein, and may be renewed by written agreement of the parties. Either party may terminate this Agreement by delivering written notice to the other party at least ninety (90) days in advance of termination, with the date of termination not taking effect until the end of the current AIMS@UNM school semester.

For the Governance Council of AIMS@UNM

 8/31/2017
Date

For the Regents of the University of New Mexico

 8/31/2017
Date