

MEMORANDUM OF UNDERSTANDING
BETWEEN
21ST CENTURY PUBLIC ACADEMY
AND
ALBUQUERQUE PUBLIC SCHOOLS

This **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby made and entered into by and between **21ST CENTURY PUBLIC ACADEMY (“School”)** and **ALBUQUERQUE PUBLIC SCHOOLS (APS)**.

A. PURPOSE:

Under 22-8B-4.2 NMSA 21st Century Public Academy has sole responsibility for meeting educational facility occupancy standards. To that end, in compliance with such facility occupancy standards, 21st Century Public Academy is in the process of acquiring a facility pursuant to the provisions of 22-8B-4.2 (D) (1) (b). The purpose of this MOU is to establish a method of distribution of APS capital master plan in support of that acquisition.

B. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. APS has previously included 21st Century in the APS Five-Year Facilities Plan (also referred to as the APS Capital Master Plan.) As part of that Capital Master Plan, APS budgeted \$1,583,258.00 for planning and design of a new facility.
2. APS is willing to re-purpose those funds to be used for the acquisition and improvement of the facility selected by 21st Century, as permitted by NMSA 22-18-1 through 13 (relating to general obligation bonds of school districts); the Public School Buildings Act (NMSA 22-26-1 et seq.), and the Education Technology Equipment Act (NMSA 6-15A-1 et seq.), and APS will amend its Capital Master Plan accordingly.
3. The selection of persons or entities for purposes of maintenance, repair, and/or improvements is at the sole discretion of 21st Century Public Academy.
4. Claims for payment for work actually performed and/or materials actually supplied shall be submitted by 21st Century Public Academy by to APS monthly. Claims submitted by the ___ day of the month shall be paid by APS on the ___ of the succeeding month.
5. 21st Century Public Academy is solely responsible for all costs and expenses related to the repairs, maintenance and/or improvements of the educational facility.
6. As a material condition of the disbursement of funds, which are the proceeds of a previous bond and mill levy election, 21st Century Public Academy represents that the

funds disbursed pursuant to this Memorandum of Understanding shall be used for the spent only for expenditures, including payments made with respect to lease-purchase arrangements as defined in the Education Technology Equipment Act [6-15A-1 through 6-15A-16 NMSA 1978] but excluding any other debt service expenses, for:

- A. erecting, remodeling, making additions to, providing equipment for or furnishing public school buildings;
 - B. payments made pursuant to a financing agreement entered into by a school district or a charter school for the leasing of a building or other real property with an option to purchase for a price that is reduced according to payments made;
 - C. purchasing or improving public school grounds;
 - D. administering the projects undertaken pursuant to Subsections A and C of this section, including expenditures for facility maintenance software, project management software, project oversight and district personnel specifically related to administration of projects funded by the Public School Buildings Act; provided that expenditures pursuant to this subsection shall not exceed five percent of the total project costs.
7. As a material condition of the disbursement of the funds, 21st Century Public Academy represents that to buildings and structures whose acquisition or improvement is funded in whole or in part with the funds disbursed pursuant to this Memorandum of Understanding shall comply with all standards set out in NMSA 1978 §22-8B-4.2 and all PSFA requirements, and that the lease-purchase agreement pursuant to which 21st Century Public Academy will acquire the property will comply with all requirements of NMSA §22-26A-5, and in particular the requirements of NMSA 22-26A-5(H) pursuant to which a provision will be included in the lease purchase agreement providing that the cost of acquisition or improvements paid for with state, school district or charter school funds, above those required for lease payments, shall constitute a lien on the real estate as specified in that statute.

C. MODIFICATION:

Modifications to this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

D. PRINCIPAL CONTACTS:

The principal contacts for this instrument are:

21st Century Public Academy

Albuquerque Public Schools

E. COMMENCEMENT/EXPIRATION DATE:

This instrument is executed as of the date of last signature and is effective until thirty days after the final payment by APS of the funds that are the subject of this agreement, at which time it will expire unless extended by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

21ST CENTURY PUBLIC ACADEMY
Name: Mary Tarango
Title: Principal
Phone: 505-254-0280 x 103
Email: mtarango@21stcenturyapa.com

Signature **Date**

21ST CENTURY PUBLIC ACADEMY
Name: Virginia Trujillo
Title: Governance Counsel President
Phone: 505-254-0280
Email: virgtruj@comcast.net

Signature **Date**

ALBUQUERQUE PUBLIC SCHOOLS
Name: Raquel Reedy
Title: Superintendent
Phone: 505-880-3713
Email: superintendent@aps.edu

Signature **Date**