

## **AGENDA ITEM EXECUTIVE SUMMARY**

- I. Public Education Commission Meeting Date:** February 10, 2017
- II. Item Title:** DISCUSSION AND POSSIBLE ACTION TO COMMENCE OPERATIONS FOR SAHQ ACADEMY AND VOTE ON THE CONTRACT AND PERFORMANCE FRAMEWORK FOR SAHQ ACADEMY
- III. Executive Summary:**

On October 9, 2016 the Commission notified SAHQ Academy of its decision to approve, with conditions, the new application for SAHQ Academy.

The Commission voted at its public meeting held on June 17, 2016 to suspend the charter of SAHQ Academy until July 1, 2017 to allow the school to engage in another planning year to address the identified deficiencies or concerns. The Commission's vote was based on the school not meeting the conditions as presented in the analysis written by CSD.

The Commission voted that it would reinstate the Charter School once it sufficiently addressed each of the deficiencies and is prepared to operate a charter school that will improve student achievement.

### **IV. Progress Evaluation**

CSD recommended the school meet with CSD at least 4 times during the course of this additional planning year and provide materials for ongoing review.

The school met with CSD on July 28<sup>th</sup>, August 18<sup>th</sup>, September 15<sup>th</sup>, and October 3<sup>rd</sup> and fundamentally complied with this recommendation. During these meetings CSD provided technical support on various issues and identified any outstanding concerns.

The school met with CSD on January 18 to review outstanding concerns and has worked to address the identified issues.

### **V. Analysis**

In the attached materials, CSD has provided its analysis on the school's progress in completing the requirements laid out in the planning year checklist.

- The school has addressed and resolved a substantial number of the conditions specifically imposed by the PEC.
  - The school has developed and provided legally compliant policies.
  - The school provided a school schedule that will improve student achievement and ensure appropriate time for implementation of a NMCCSS aligned curriculum.
- The school has taken steps to help CSD understand the relationship between SAHQ Academy, SAHQ Backers, and SAHQ and taken steps to resolve any actual or perceived conflicts of interest.

Based on the analysis in the enclosed documents, CSD has the following outstanding concerns:

- PED does not object to the facility use arrangement and facility use amount but continues to have reservations regarding their appropriateness due to concerns about the independence of SAHQ Academy, SAHQ Backers, and a program of SAHQ Backers, SAHQ Gym.
- PED has reservations regarding the increase in lease amount from year to year. The school has not provided justification for this increase and the school has not shown the usage of the facility or occupied square footage increases from year to year.
- The program described on the school's website appears to differ from the program described in the charter school application.
  - The school is now implementing "Half-Day Fridays" which was not described in the application.
    - However, PED does acknowledge that an analysis of this revised schedule indicates the school will be operating 1202 hours which exceeds the minimum instructional hours of 1080 hours.

Based on the evaluation analysis summarized above, CSD continues to have reservations regarding the independence of SAHQ Academy, SAHQ Backers, and a program of SAHQ Backers, SAHQ Gym. However, PED does acknowledge the steps the organizations have made to resolve any actual or perceived conflicts.

At this time, the school has substantially met all identified deficiencies and concerns and the school has demonstrated diligence in working with PED to resolve any outstanding issues.

CSD believes the school can be adequately prepared to serve students by the planned opening date. CSD recommends that the Commission approve the conditional commencement of operations for SAHQ Academy

### **Recommendation:**

If the Commission approves the conditional commencement of operations for SAHQ Academy, CSD recommends the following specific conditions be named:

- The school must complete the “ITEMS DUE TWO WEEKS PRIOR TO OPENING DATE” section of the Planning Year Checklist.
- By July 1, 2017 the school must provide a signed contract to demonstrate a licensed head administrator has been hired and begun full-time employment with SAHQ Academy.
- By June 30, 2017, all governing board members must demonstrate compliance with the requirements for 5 hours of governing body training during FY2017.
- By March 31, 2017 the school must submit projected membership and enrollment as is required under NMSA § 22-8-12.1, with documentation to support the projections.
- By May 1, 2017, the school must provide evidence of an approved budget that corresponds and aligns to the March 31st membership projections.
- By July 15, 2017, the school must submit a budget in which FY18 spending does not exceed the SEG funding that will be generated based on the number of students enrolled as of June 1, 2017.
- By the 120th reporting day of SY18 the school will submit for PED approval the School’s Health and Wellness Plan.

### **Motion Language**

#### **- Motion to grant a conditional commencement of operations**

Move that the Public Education Commission approve a conditional commencement of operations for SAHQ Academy, with the condition that all items on the Planning Year Checklist be completed no later than two weeks prior to the scheduled first day of school, as verified by a CSD site visit.

#### **- Motion to Deny commencement of operations**

I move that the Public Education Commission deny authorization for SAHQ Academy to commence full operations because: [Commission To Provide The Reasons]

## **SAHQ ACADEMY – PROPOSED CALENDAR OF MEETINGS & SUBMISSION DEADLINES**

<b>MEETINGS</b>		
SAHQ Academy and CSD agreed to have a minimum of 3 meeting to further discuss issues and concerns and for PED to provide appropriate support and feedback.		
<b>Meeting</b>	<b>Date of Meeting:</b>	<b>Completion</b>
<b>Meeting #1:</b>  School and PED meet to further discuss SPED, ELL, and Wellness issues and 9/1/16 Submission Requirements.	<b>Thursday, August 18<sup>th</sup> 2016.</b>	<input checked="" type="checkbox"/> Meeting Held  <b>Meeting held to review submission concerns and to discuss SPED &amp; ELL issues. Wellness was rescheduled for 9.15.16.</b>
<b>Meeting #2:</b>  School and PED meet to further discuss review of 9/1/16 Submission and 9/27/16 Submission Requirements.	<b>Thursday, September 15, 2016.</b>	<input checked="" type="checkbox"/> Meeting Held  <b>Meeting held to review submission concerns and to discuss Health and Wellness issues and corrective action plans.</b>
<b>Meeting #3</b>  School and PED meet to further discuss review of 9/27/16 Submissions.	<b>Thursday, October 13<sup>th</sup>, 2016.</b>	<input checked="" type="checkbox"/> Meeting Held  <b>Meeting held to review submission concerns and to discuss mentorship requirements and instructional methods.</b>
<b>Document and Material Submissions Deadlines</b>		
The Submission Deadlines listed below, are the deadlines by which the school will provide revised documents and materials to adequately address the indicator, the relevant indicator concerns on the Executive Summary, the relevant indicator deficiencies in the Application, and the relevant indicator comments on the Planning Year Checklist.		



**SUBMISSION DEADLINE Thursday, September 1, 2016.**

<b>INDICATORS</b>	<b>DOCUMENTATION</b>	<b>Date of Completion</b>	<b>COMMENTS</b>
1) Director / Principal / Administrator in place and holds administrative license  (22-10A-3 NMSA) (22-8B-10 NMSA)	<input checked="" type="checkbox"/> Copy of license(s)	<b>8.24.16</b>	
	<input checked="" type="checkbox"/> Signed contract with position description	<b>8.24.16</b>	Note: School expressed concerns that at this time it is premature to execute a contract with the head administrator. As a result, the School and CSD agreed that, at this time, the School would provide an interim contract in order to evaluate compliance with the School Personnel Act.  The School understands that a final contract will be required at a later date.
	<input checked="" type="checkbox"/> Evidence that employment of head administrator and licensed school employees in compliance with nepotism rule as defined in 22-8B-10.	<b>9.26.16</b>	
2) Staffing Plan	<input checked="" type="checkbox"/> Status report on recruitment and hiring to meet staffing plan provided in application	<b>8.29.16</b>	

3) Timely obtain standing as an approved Board of Finance no more than 120 days after receiving written notification of the approval of the new application	<input checked="" type="checkbox"/> <i>The school must submit a revised Board of Finance application with all new Governing Board Members Identified.</i>	<b>8.24.16</b>	
4) List of Governing Board Members including positions held and contact information.	<input checked="" type="checkbox"/>	<b>8.24.16</b>	
5) Written curriculum development plan, <b>including timeline, success benchmarks, and responsible parties</b> to ensure development of entire curriculum identified in the application prior to the start of the school year.	<p>1) <input checked="" type="checkbox"/> <i>As reviewed during the meeting on July 28<sup>th</sup>, 2016, the required curriculum pieces are:</i></p> <p>a) <i>Knowledge and skills students are expected to learn (NMCCSS/NMCS).</i></p> <p>b) <i>The learning standards or learning objectives they are expected to meet for each course</i></p> <p>c) <i>The units and lessons that teachers teach.</i></p> <p>d) <i>The assignments and projects given</i></p>	<b>8.30.16</b>	

	<p><i>to students.</i></p> <p>e) <i>The books, materials, videos, presentations, and readings used in a course.</i></p> <p>f) <i>The tests, assessments, and other methods used to evaluate student learning</i></p>		
6) Copy of detailed Special Education Plan that will ensure IEPs revised as necessary or adopted, IEP services provided as required by law.	☒	<b>9.8.16</b>	
7) Protocols and Policies for Implementation of RTI and SAT processes (6.29.1.9 NMAC)	☒	<b>9.1.16</b>	
<p>8) Address the deficiencies that were noted by both the CSD and the Commissioners.</p> <p><i>As reviewed during the meeting on 7/28/16 this requires addressing the</i></p>	<p>☒The school must adequately implement a plan to address the needs of all special population students, including students with IEPs, ELLs and students who qualify for 504 plans.</p>	<b>9.1.16</b>	

<i>deficiencies identified in the Application.</i>			
	☒The school must adequately implement a plan for corrective action if the proposed school's academic performance falls short of expectations.	<b>9.26.16</b>	
	☒The school must adequately describe how the governing body will monitor school outcomes.	<b>8.24.16</b>	
	☒The school must provide an adequate staffing or recruitment plan that will ensure the school hires a skilled and capable administrator.	<b>9.1.16</b>	

Status report on development/acquisition of facilities that meet E-Occupancy, NMC requirements, and ownership/lease requirements (22-8B-4.2 NMSA)	<input type="checkbox"/>		<ul style="list-style-type: none"> <li>A review of the proposed lease shows an increase in price over a period of 5 years. From \$19,625.41 per month in year 1 to 28,838.54 per month in year 5.</li> <li>The school provides no justification for this increase.</li> <li>The lease maintains that 27,000 sqft are available in all 5 years.</li> </ul>
Minutes	<input checked="" type="checkbox"/>	9.15.16	

**SUBMISSION DEADLINE Saturday, October 1st, 2016.**

**The Deadline listed above, is the deadline by which the school will provide revised documents and materials to adequately address the Indicator, the relevant indicator concerns on the Executive Summary, and the Relevant Indicator Comments on the Planning Year Checklist.**

INDICATORS	DOCUMENTATION	Date of Completion	COMMENTS
1) Status report on implementation of Curriculum Development Plan.	<input checked="" type="checkbox"/>	10.1.16	
2) The school must adequately identify instructional methods that will improve student achievement.	<input checked="" type="checkbox"/>	10.15.16	
3) The school must provide an adequate school schedule that will improve student achievement and ensure appropriate time for implementation of a	<input type="checkbox"/>	<b>Note: both 3 and 8 deal with school</b>	<p>The school provided a schedule on 1.4.17. This schedule indicates:</p> <ul style="list-style-type: none"> <li>➤ The school will operate instructional program time from 8:00 AM – 4:00 PM, Monday - Thursday.</li> <li>➤ The school has 1 lunch period of 30 minutes, no breaks, and no passing</li> </ul>

NMCCSS aligned curriculum.		<p><b>schedule. CSD has used 3 to deal with any schedule concerns. Whereas as 8 deals with required program hours.</b></p>	<p>periods, Monday-Thursday.</p> <ul style="list-style-type: none"><li>➤ This supports a Monday-Thursday instructional time of 7.5 hours (or 450 minutes).</li><li>➤ The schedule indicates the school will operate instructional program time on Fridays from 8:00 AM – 12:00 PM.</li><li>➤ Fridays there are no lunches, no passing periods, and no breaks.</li><li>➤ This supports a Friday Instructional time of 4 hours.</li></ul> <p>Please note: The arrows above are only to provide a description of the schedule and do not indicate a compliance concern.</p> <p>Compliance concern is as follows:</p> <ul style="list-style-type: none"><li>• The schedule is inconsistent with the schedule provided in the charter school application because it indicates “half days” for Fridays whereas the charter application had indicated full days.<ul style="list-style-type: none"><li>○ Application language:</li></ul></li></ul> <p><i>Instructional hours are Monday – Friday 8am to 4pm.</i></p> <ul style="list-style-type: none"><li>○ Application language:</li></ul> <table><tr><td></td><td><b><i>Friday</i></b></td></tr><tr><td><i>8-11:55</i></td><td><i>MS online</i></td></tr><tr><td></td><td><i>HS Project</i></td></tr><tr><td><i>12-12:55</i></td><td><i>Lunch / huddle</i></td></tr><tr><td><i>1-4</i></td><td><i>Electives.</i></td></tr></table>		<b><i>Friday</i></b>	<i>8-11:55</i>	<i>MS online</i>		<i>HS Project</i>	<i>12-12:55</i>	<i>Lunch / huddle</i>	<i>1-4</i>	<i>Electives.</i>
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<i>12-12:55</i>	<i>Lunch / huddle</i>												
<i>1-4</i>	<i>Electives.</i>												
4) Plan and forms to implement Professional Development Plans (PDPs) for individual teachers	☒	<b>9.26.16</b>											
5) General professional development plan	☒	<b>10.14.16</b>											

6) Mentorship program plan for new teachers.  (6.60.10 NMAC)	<input checked="" type="checkbox"/>	<b>10.14.16</b>	
7) Obtain the Public Education Commission's approval of any substantial proposed changes to the educational model, staffing, organizational, and governance plan, or finance plan that are presented In the application	<p><input type="checkbox"/> <i>Determine by this deadline (10/1/16) whether the school plans to seek the PEC's approval of any changes to the models and plans presented in the application.</i></p> <p><i>As discussed, during the meeting on July 28<sup>th</sup>, 2016, the PEC has indicated on the record that it finds the current educational model a substantial proposed change.</i></p>		<p>School has advised that it is not pursuing any substantial changes to the educational model.</p> <p>PED notes the school is planning to implement a model that indicates:</p> <p style="text-align: center;"><i>Students may attend class from 8:00 AM – 4:00 PM Monday through Thursday and 8:00 AM – 12:00 PM on Fridays.</i></p> <ul style="list-style-type: none"> <li>• This indicates the school is <b><u>NOT</u></b> following the instructional model as described in the charter application. <ul style="list-style-type: none"> <li>○ “Half days” for Fridays are not consistent with the charter application which had indicated students would attend class on Friday from 8:00 AM – 4 PM.</li> </ul> </li> </ul> <p>As described below, the school schedule provided by the school indicates that even with these half-day Fridays, the school schedule will <b><u>exceed</u></b> the required instructional program time of 1080 hours.</p>
8) The school must provide an adequate school schedule that will Improve student achievement and ensure appropriate time for	<input checked="" type="checkbox"/>	<b>1.19.17</b>  <b>Note: both 3 and 8 deal with</b>	<p>A review of the revised school calendar provided by the school on 10.31.16 indicates school will be providing 178 instructional days. 140 of these days are Monday through Thursday instructional days and 38 of these days are Friday</p>

implementation of a NMCCSS aligned curriculum.		<b>school schedule. CSD has used 8 to address program hours whereas 3 deals with any other schedule or calendar issue.</b>	<p>instructional days.</p> <p>This supports a Friday Instructional time of 4 hours.</p> <p>Based on the schedule provided by the school, the school provides 7.5 hours (450 minutes) of instructional program time Monday-Thursday and 4 hours (240 minutes) of instructional program time on Friday.</p> <p>Therefore the school is planning on providing 1050 hours (140 Monday through Thursday days * 450 minutes = 63,000 minutes) of Monday-Thursday instructional program time and 152 hours (38 Fridays * 240 minutes = 9,120 minutes) of Friday instructional program time for a total annual instructional program time of 1202 hours (1050 hours + 152 Hours = 1202 total hours).</p> <p>Therefore, the school is planning on operating 1202 total instructional hours .</p> <p>This school schedule will <b><u>exceed</u></b> the required instructional program time of 1080 hours.</p>
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**The Deadline listed above, is the deadline by which the school will provide revised documents and materials to adequately address the Indicator, the relevant indicator concerns on the Executive Summary, and the Relevant Indicator Comments on the Planning Year Checklist.**

1) Evidence of IPRA policy	<input checked="" type="checkbox"/>	<b>1.1.17</b>	
2) Conflict of Interest Policy	<input checked="" type="checkbox"/>	<b>10.15.16</b>	



3) FERPA Policy	<input checked="" type="checkbox"/>	<b>10.17.16</b>	
4) Background Check Policy	<input checked="" type="checkbox"/>	<b>10.15.16</b>	
5) Enrollment Policy	<input checked="" type="checkbox"/>	<b>10.15.16</b>	
6) Policy and process for receiving and resolving community, parental, and other public complaints	<input checked="" type="checkbox"/>	<b>1.1.17</b>	
7) Enrollment processes and policies that comply with state and federal requirements.  (22-8B-4.1 NMSA 1978)	<input checked="" type="checkbox"/>	<b>1.19.17</b>	
8) Detailed Lottery and waitlist process including timelines, benchmarks, responsible parties, and forms	<input checked="" type="checkbox"/>	<b>1.4.17</b>	
9) Compulsory School Attendance Policy	<input checked="" type="checkbox"/>	<b>10.31.16</b>	
10) Dual Credit Policy 6.30.7.8 NMAC	<input checked="" type="checkbox"/>	<b>10.15.16</b>	<p>The school advises it will be entering into a Uniform Master Agreement for a dual credit program with Central New Mexico Community College (“CNM”) prior to the SY18 school year.</p> <p>Although the school has not yet developed a draft agreement, CSD acknowledges the school has been in contact with the PED, College and Career Readiness Bureau to</p>

			develop this agreement.
11) Distance Learning Policy 6.30.8 NMAC	<input checked="" type="checkbox"/>	<b>1.26.17</b>	
12) Grade Change Policy 6.30.10 NMAC	<input checked="" type="checkbox"/>	<b>1.1.17</b>	
13) Staff Discipline Policy and Staff Handbook	<input checked="" type="checkbox"/>	<b>10.21.16</b>	
14) Student Discipline Policy and Student Handbook	<input checked="" type="checkbox"/>	<b>11.1.16</b>	
15) Parental Access to information regarding professional qualifications of teachers, instructional support providers and principals  22-10A-16 NMSA	<input checked="" type="checkbox"/>	<b>1.1.17</b>	
16) Wellness Policy 6.12.6 NMAC	<input checked="" type="checkbox"/>	<b>10.21.16.</b>	<p>SAHQ submitted an initial Health and Wellness Policy on 10.21.16 to satisfy the Planning year requirement.</p> <p>SAHQ has been added to the Health and Wellness Bureau Year1 SSP (the “Safe Schools Plan”) list, received technical guidance, and instructions on how to complete the SSP.</p> <p>The school’s Y1 (SY18) SSP will be due to the Health and Wellness Bureau near the 120<sup>th</sup> day reporting period of SY18. An exact date will be issued to the school</p>

			following approval to commence operations.
17) Tobacco Free Policy 6.12.4 NMAC	<input checked="" type="checkbox"/>	<b>1.1.17</b>	
18) Bullying Prevention Policy  6.12.7 NMAC	<input checked="" type="checkbox"/>	<b>11.1.16</b>	
19) Status report on implementation of Curriculum Development Plan	<input checked="" type="checkbox"/>	<b>1.20.17</b>	<p>On 10.1.16 the school added a sports science teacher with an advanced degree in performance science.</p> <p>The development plan indicates the school will develop the sports science curriculum beginning on 3.1.17.</p> <p>The school has agreed to submit 20 days sports science curriculum as part the “items due two weeks prior to opening date requirements.”</p>
20) Governing body completes required 5 hours of Governance Board Training  (22-18B-5.1 NMSA)	<input checked="" type="checkbox"/> <i>This will require any new Governing Body Members to have completed 5 hours of Governing Board Training.</i>	<b>12.12.16</b>	<p>School has provided the following training hours thus far (with 5 hours being the maximum):</p> <p><i>David Beach (5)</i>  <i>Michael Carillo (5)</i>  <i>Paul Fagua (4)</i>  <i>Gary Stepic (4)</i>  <i>Charlotte Rode (5)</i></p> <p>The school has substantially met this requirement and actively worked with CSD to meet this requirement. School has provided a plan for all members to receive training by the end of 3/17.</p> <p>Member Charlotte Rode has attended nearly all trainings provided by CSD.</p>
21) The school must provide adequate Information so that CSD and PEC can understand the relationships	<input checked="" type="checkbox"/> <i>As discussed during the meeting on July 28<sup>th</sup>, 2016, adequate information will require contracts or memoranda</i>	<b>1.27.17</b>	School provided an MOU with SAHQ Backers that is consistent with the application and that clearly defines the rights and responsibilities of SAHQ and SAHQ

<p>between SAHQ Academy, SAHQ, and SAHQ Backers, three different organizations. The school must ensure that each entity provides appropriate services to the school based on their appropriate roles at the school.</p>	<p><i>of understanding, that outline clear legal descriptions of the relationships between SAHQ Academy, SAHQ Backers, and SAHQ. These documents should also identify all employees and board members of each organizations. These documents must clearly demonstrate there are no conflicts of interest.</i></p>	<p>Backers:</p> <ul style="list-style-type: none"> <li>➤ Defines SAHQ Academy as the school and SAHQ Backers as a foundation that operates a program of performance training and nutrition programs.</li> <li>➤ Details that SAHQ Backers will operate its programs after hours by volunteers.</li> <li>➤ Defines responsibilities of SAHQ Backers that is consistent with the application. Provides clear legal descriptions of the relationships.</li> </ul> <p>School provided a licensing agreement with SAHQ Backers that provides for the use of the gym by SAHQ, a program operated by SAHQ Backers.</p> <ul style="list-style-type: none"> <li>➤ SAHQ Backers will pay school \$100 a month for use of facility.</li> <li>➤ SAHQ Backers will pay proportional share of utilities.</li> <li>➤ School official must be present during use by SAHQ.</li> <li>➤ SAHQ Backers must maintain its own insurance and is responsible for own security.</li> <li>➤ NO concessions are to be sold without school approval.</li> <li>➤ School will have use of SAHQ Backers equipment during day.</li> <li>➤ SAHQ use must end by 10:00 PM.</li> <li>➤ The license is non-transferable:</li> </ul> <p>The documents described above do no present any conflict of interest concerns.</p> <p>A previously identified conflict of interest concern was that principals and board members overlapped organizations. The school provided a certified filing with the Secretary of State that demonstrated the</p>
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			<p>board make up of these organizations had changed and there was no ongoing overlap of principals. In addition, the school provided a SAHQ Academy resignation letter of a governing board member who was operating as a volunteer for SAHQ Backers presenting a potential conflict. This filing and this resignation document together demonstrate there are no conflicts of interest.</p> <ul style="list-style-type: none"> <li>• PED continues to have reservations regarding the appropriateness of the facility use and facility fee amount due to concerns about the independence of the three organizations. However, PED does acknowledge the steps the three organizations have made to resolve any actual or perceived conflicts. Therefore, PED will not object to the facility use arrangement and facility use fee amount.</li> </ul>
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## **Consideration of Contract**

The school has requested that the contract as it was negotiated last year be considered for approval. Those documents are provided in the following pages.

CSD would like to raise the following concerns:

- The term of the contract in the previously negotiated documents is July 1, 2016 to June 30, 2021. CSD believes that because of the suspension of the charter the appropriate term should be July 1, 2017 to June 30, 2022.
- The contract as previously negotiated states the following about the length of the school day:

The school is [sic] blended-learning school. Students [sic] on-campus schedules will be set by school staff based on whether or not the students are on pace with their course requirements.

This language does not align with the program the school has agreed to implement, which would require student attendance on campus every day. This language also does not align with the program that was described in the new application.

- The language describing the educational program referenced “anytime, anywhere learning” and teacher monitoring progress remotely rather than in person. This language could be read to imply that the school is not required to implement the program they have agreed to and that was described in the new application, which requires daily student attendance at school for the full day.

## **Recommendation:**

CSD recommends that the Commission not approve the contract presented for SAHQ Academy. CSD recommends the contract be renegotiated to ensure the material terms reflect the program identified in the charter application and agreed to by the school.

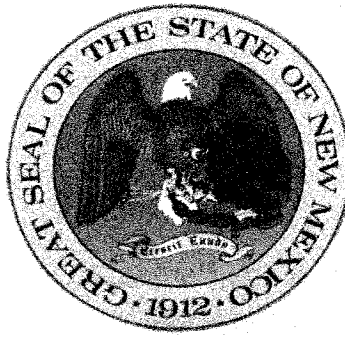
## **Motion Language**

### **- Motion to not approve the contract**

Move that the Public Education Commission not approve the contract presented for SAHQ Academy and renegotiate the material terms of the contract with the school.

### **- Motion to approve the contract**

Move that the Public Education Commission approve the contract for SAHQ Academy as it is written and presented.



The State of New Mexico

# Charter School Contract

Between The  
New Mexico Public Education  
Commission

And

Student Athlete Headquarters Academy

July 1, 2016 – June 30, 2021



I.	Recitals.	7
I.1.	Purpose.	7
I.2.	Description of the Roles of the Parties.....	8
I.3.	Description of Protocol for Oversight. ....	8
I.4.	History.	8
II.	Parties, Notice and Intent.....	9
II.1.	Parties.	9
II.2.	Notice.	10
II.3.	Creation of Essential Documents.....	11
III.	General Governing Principles .....	12
III.1.	Public Charter School. ....	12
III.2.	Term of the Charter. ....	12
III.3.	Availability of Funds. ....	12
III.4.	Board of Finance.....	13
IV.	Oversight to Allow Autonomy.....	13
IV.1.	Oversight allowing autonomy. ....	13
IV.2.	Charter School Rights and Obligations .....	13
	(a) Curriculum, Instructional Program, Student Performance Standards.....	13
	(b) Site Based Management. ....	13
	(c) Right to Sue.....	14
	(d) Limitation on Liability. ....	14
	(e) Employees.....	14
	(f) Waivers.	14
	(g) Policies.	15
	(h) Acquisition of Property and Gifts. ....	15
IV.3.	Authorizer Rights, Obligations, and Processes for Oversight. ....	16
	(a) Authorizer Criteria, Processes and Procedures .....	16
	(b) Authorizer Development of Policies and Protocols. ....	17
	(c) Authorizer Development of Processes for Suspension, Revocation and Nonrenewal. ....	17
	(d) Authorizer Development of a Performance Framework. ....	18
	(e) Authorizer Development of a Closure Protocol. ....	19
	(f) Authorizer Obligations Relating to the Contract and Monitoring.....	19
IV.4.	Funding.	23

(a) Authorizer Budget for Two Percent Administrative Fee.....	23
(b) Federal Program Funding for Charters.....	24
(c) Annual Audits.....	24
(d) Third Party Contracts.....	25
(e) Master Plan. ....	27
V. Performance Frameworks.....	27
V.1. Performance Framework Overview.....	27
(a) Optional Supplemental Indicators.....	28
V.2. Annual Performance Indicators.....	29
V.3. Progress on Performance Framework Indicators and Annual Performance indicators.....	29
V.4. Terms Requiring Amendment.....	30
VI. Academic Performance Framework.....	31
VI.1. Academic Annual Performance indicators.....	31
VI.2. Disaggregation of Data. ....	31
VII. Financial Performance Framework.....	32
VIII. Organizational Framework.....	32
VIII.1. Organizational Framework, Education Program 1.a. Is the school implementing the Material Terms of the Charter as defined in this section? .....	32
(a) Material Terms of the Charter.....	33
VIII.2. Organizational Framework, Education Program 1.b. Is the school complying with applicable educational requirements? .....	40
VIII.3. Operational Framework, Students and Employees, 1.c. Is the School protecting the rights of all students? .....	40
(a) Non-discrimination.....	40
(b) Enrollment and admission processes and procedure.....	41
(c) Lottery.....	41
(d) Continuing Enrollment.....	41
(e) Suspension or Expulsion.....	41
VIII.4. Organizational Framework, Education Program 1.d. Is the School protecting the rights of students with special needs? .....	42
(a) Special Populations.....	42
(b) Enrollment of Students with Disabilities.....	42
(c) Response to Intervention.....	43

VIII.5. Organizational Framework, Education Program 1.e. Is the School protecting the rights of English Language Learner (ELL) students?.....	44
VIII.6. Organizational Framework, Education Program 1.f. Is the School complying with compulsory attendance laws? .....	44
VIII.7. Organizational Framework, Education Program 1.g. Is the School complying with the annual recurrent enrollment target? .....	44
VIII.8. Organizational Framework, Financial Management and Oversight 2.a. Is the School meeting financial reporting and compliance requirements?.....	44
(a) Authorizer Notification. ....	45
(b) Operational Reporting. ....	45
VIII.9. Operational Framework, Financial Management and Oversight 2.b. Is the School following Generally Accepted Accounting Principles?.....	46
VIII.10. Organizational Framework, Governance and Reporting 3.a. Is the School complying with governance requirements?.....	46
(a) Governing Structure. ....	46
(b) Change in Governance Membership.....	46
VIII.11. Operational Framework, Governance and Reporting 3.b. Is the School holding management accountable?.....	47
(a) School Complaint Process. ....	47
(b) Authorizer Notification Regarding Complaints.....	47
VIII.12. Organizational Framework, Students and Employees, 4.a. Is the School meeting teacher and other staff credentialing requirements? .....	48
VIII.13. Organizational Framework, Students and Employees, 4.b. Is the School respecting employee rights? .....	48
(a) Volunteer Requirements. ....	48
VIII.14. Organizational Framework, Students and Employees, 4.c. Is the School completing required background checks? .....	49
VIII.15. Organizational Framework, School Environment, 5.a. Is the School complying with facilities and transportation requirements? .....	49
(a) Insurance Provider.....	49
(b) Insurance Coverage. ....	49
(c) Change of Coverage. ....	50
VIII.16. Operational Framework, School Environment, 5.b. Is the School complying with health and safety requirements? .....	50
VIII.17. Organizational Framework, School Environment 5.c. Is the School handling information appropriately? .....	50
IX. Resolution of Dispute Relating to the Contract. ....	51

IX.1. Dispute Resolution.....	51
IX.2. Continuation of Contract Performance.....	51
IX.3. Notice of Dispute.....	51
IX.4. Initial Administrative Resolution. ....	52
IX.5. Mediation at the Administrative Level. ....	53
IX.6. Governing Body Consideration. ....	54
IX.7. Process for Final Resolution of Dispute.....	55
X. Renewal.....	55
X.1. Renewal Timeline and Process.....	55
X.2. Required Information. ....	56
X.3. Authorizer Review and Analysis of Renewal Contract.....	56
XI. Suspension, Nonrenewal and Revocation. ....	56
XI.1. Suspension, Nonrenewal and Revocation.....	56
XI.2. Corrective Action Required by Authorizer for Actions Not Warranting Immediate Revocation. ....	56
(a) Notice of Unsatisfactory Performance (NUP) for actions not warranting immediate revocation. ....	57
(b) Response for actions not warranting immediate revocation.....	57
(c) Corrective Action Plan (CAP) for actions not warranting immediate revocation. ....	57
(d) CAP Development for actions not warranting immediate revocation. ....	58
(e) Effect of Successful CAP Response for actions not warranting immediate revocation.....	58
XII. School Closure.....	58
XIII. General Provisions.....	58
XIII.1. Order of Precedence.....	58
XIII.2. Amendments.....	59
(a) Terms Requiring Amendment.....	59
(b) Authority to Amend.....	59
(c) Process.....	59
XIII.3. Merger.....	60
XIII.4. Non-Assignment.....	60
XIII.5. Governing Law and Enforceability.....	60
XIII.6. Severability.....	60
XIII.7. Changes in Law, Rules, Procedures or Forms.....	61

XIII.8. No Third Party Beneficiary. ....	61
XIII.9. No Waiver. ....	61
XIII.10. Authorized Signatories. ....	62

This charter contract ("Contract"), effective the 1st day of July, 2016 is made and entered into between the New Mexico Public Education Commission ("Commission" or "Authorizer") and Student Athlete Headquarters Academy, a public charter school ("School"). Collectively, these entities are referred to as the "Parties."

The Secretary of the New Mexico Public Education Department is authorized to hear appeals regarding this Contract from the Parties ("Secretary").<sup>i</sup>

## **I. Recitals.**

### **1.1. Purpose.**

The Charter Schools Act<sup>ii</sup> enables a charter school

- to structure its educational program and curriculum to encourage the use of different and innovative teaching methods that are based on reliable research and effective practices, or have been replicated successfully in schools with diverse characteristics;
- to develop different and innovative ways of measuring student learning and achievement which addresses the needs of all students, including those determined to be at risk;
- to create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site;
- to improve student achievement;
- to provide parents and students with an educational alternative by creating new, innovative and more flexible ways of educating children within the public school system;

- to encourage parental and community involvement in the public school system;  
and
- to develop and use site-based budgeting that meets state fiscal requirements.

## **I.2. Description of the Roles of the Parties.**

In order to meet the purposes of the Act, the School will determine the process it uses to achieve successful outcomes for the students it serves. The Authorizer's role<sup>iii</sup> will be to evaluate the School's outcomes rather than to establish the process by which the School achieves the outcomes sought.

## **I.3. Description of Protocol for Oversight.**

At the request of the Authorizer or its designee(s), in order to implement a protocol of continuous improvement or to address issues that are of concern, the School may present the Authorizer with improvement plans from time to time to address identified issues. The Parties may also implement a corrective action plan. The Authorizer may implement suspension or revocation procedures under the Charter School Act and associated regulations<sup>iv</sup>.

## **I.4. History.**

SAHQ Academy was approved as a state authorized charter school at the end of 2015 after several years of planning. The founders have been serving the community for decades in both the academic and athletic arenas, most recently operating a non-profit youth program supported 100% by volunteers and personal funding.

The current group of coaches and teacher volunteers represent some of the best in the academic world. They are spending a great deal of time developing strong curriculum supports, staffing plans and scheduling to meet individual needs of our student population.

Our community program continues to serve the youth at large as well as engaging the newly enrolled families in sports programming, fitness and an introduction to our digital curriculum.

See, Exhibit 1, Documentation of renewal approval or permission to commence operation by the Authorizer.

The Parties, therefore, hereby agree to establish a New Mexico public charter school according to the following terms and conditions of this Contract.

## **II. Parties, Notice and Intent.**

### **II.1. Parties.**

The Commission is created pursuant to the Article XII, Section 6 of the New Mexico Constitution and has powers as accorded to it by law. The Commission is authorized to receive applications for initial and renewal charter applications that request to be authorized by the state<sup>v</sup>.

The Charter Schools Division (CSD) of the New Mexico Public Education Department (NMPED) shall provide staff support to the Commission as it performs its functions; provide staff support to the Secretary; provide technical support to the School and make recommendations regarding approval, denial, suspension or revocation of the School<sup>vi</sup>. (The Commission or any person designated by the Commission to address an issue or shall be referred to generally as "Authorizer" from this point forward.)

The School is a charter school approved by the Authorizer. (The School Governing Body, its Head Administrator as staff or any person designated by the Governing Body



or its Head Administrator to address an issue shall be referred to generally as "School" from this point forward.)

## **II.2. Notice.**

Any notice required, or permitted, under this Contract shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three days after mailing when sent by certified mail, to the Head Administrator for notice to the School, or to the designated Authorizer representative for notice to the Authorizer at the addresses set forth below. Either Party may change the address for notice by giving written notice to the other Party. At the commencement of any action which requires notice, the parties may agree to use electronic notice and filing.

**New Mexico Public Education Commission**  
C/O Director, Options For Parents  
New Mexico Public Education Department  
300 Don Gaspar, Room 301  
Santa Fe, New Mexico 87505

AND

Attorney for the PEC  
New Mexico Attorney General's Office  
408 Galisteo  
Santa Fe, NM 87501

**Charter Schools Division**

C/O Director, Options For Parents  
New Mexico Public Education Department  
300 Don Gaspar, Room 301  
Santa Fe, New Mexico 87505

**And a separate notice to****Assistant General Counsel****Charter Schools Division**

C/O Director, Options For Parents  
New Mexico Public Education Department  
300 Don Gaspar, Room 301  
Santa Fe, New Mexico 87505

**Student Athlete Headquarters Academy****Governing Body Contact]**

Charlotte Rode, Chair  
1404 Lead SE, ABQ NM 87106  
(505) 600-1326

**Head Administrator**

Darrell Garcia  
505-660-2058  
director@sahqacademy.org

**Attorney**

Patty Matthews  
Matthews Fox, PC  
1925 Aspen Drive #301A  
Santa Fe, NM 87505-5587  
505 473-3020  
pmatthews@matthewsfox.com

**II.3. Creation of Essential Documents.**

**Essential Documents.** This Contract, the Performance Frameworks (as discussed in further detail in Articles V through VIII below) including the annual performance indicators set under the Performance Frameworks together form the essential

documents governing the Parties (“Essential Documents”). Goals set forth in the initial application or the renewal application shall be reviewed by the Parties as part of the basis for the negotiations of the Performance Frameworks as further described in Section VI below. Where appropriate, the conditions placed by the Authorizer on the School in the application of renewal process may become Performance Indicators in the annual Performance Frameworks in order to monitor the School’s compliance with the conditions.

Material Elements of Charter and Renewal Applications Incorporated. The material provisions of the application have been incorporated as part of the Contract and are listed in Article VIII below.

### **III. General Governing Principles**

#### **III.1. Public Charter School.**

The School is authorized by the Authorizer to operate as a public school, but is a separate legal entity from the Authorizer<sup>vii</sup>. Notwithstanding its existence as a separate legal entity, the School is subject to all applicable state and federal laws, regulations, rules, and policies unless waived by the Secretary or by law<sup>viii</sup>.

#### **III.2. Term of the Charter.**

This Contract and the Performance Frameworks are effective as of July 1, 2016. The Term of this Contract shall run until June 30, 2021.

#### **III.3. Availability of Funds.**

Although this Contract is for the operation of the School for the Term of the Contract, any financial commitment on the part of the NMPED or Authorizer, if applicable, contained in this Contract is subject to the annual appropriations of the New Mexico Legislature.

#### **III.4. Board of Finance.**

The governing body of the School is qualified as a Board of Finance.

### **IV. Oversight to Allow Autonomy**

#### **IV.1. Oversight allowing autonomy.**

The Authorizer shall comply with the provisions of the Act and the terms of the Contract in a manner that does not unduly inhibit the autonomy granted to the School. In order to meet the purposes of the Act, the School will determine the process it uses to achieve the successful outcomes for its students. The Authorizer's role will be to evaluate the School's outcomes according to this Contract and the Performance Frameworks, rather than to establish the process by which the School achieves the outcomes sought.

#### **IV.2. Charter School Rights and Obligations**

##### **(a) Curriculum, Instructional Program, Student Performance Standards.**

The School shall have the authority and responsibility for designing and implementing the educational plan described as material terms of the Charter in Section 8 below.

##### **(b) Site Based Management.**

The School is responsible for its own operation, including preparation of a budget; is subject to audits<sup>ix</sup>; may contract for services; and shall address personnel matters in accordance with the School Personnel Act<sup>x</sup> and all other applicable laws.

**(c) Right to Sue.**

The School's Governing Body may contract, sue and be sued.

**(d) Limitation on Liability.**

The Authorizer shall not be liable for any acts or omissions of the School<sup>xi</sup>.

**(e) Employees.**

All employees hired by the School shall be employees of the School for which the Authorizer has no employment responsibility.

**(f) Waivers.**

***(i) Automatic Waivers.***

The Charter School Act allows for waivers for the School from the requirements of the Public School Code pertaining to individual class load, length of the school day, staffing patterns, subject areas, purchase of instructional materials, evaluation standards for school personnel, school principal duties and driver education<sup>xii</sup>.

Waivers listed pursuant to this paragraph shall be effective for the term of the Contract<sup>xiii</sup>. The list of waivers is attached as Exhibit 2.

***(ii) Discretionary Waivers.***

The School has listed Discretionary Waivers that either it has obtained or will seek from the Secretary, as set forth in Exhibit 2, which must be approved by the Secretary as set forth in (iii) below.

*(iii) Waiver Approval.*

The School shall, within 30 days from the execution of this Contract, deliver to the NMPED any Discretionary Waiver requests submitted for the Secretary's approval. The NMPED shall notify the School of the Secretary's decision on the Discretionary Waiver(s). The School shall ensure that Exhibit 2 correctly identifies the waiver(s) approved by the Secretary.

*(iv) Subsequent Waivers.*

The School may request additional Discretionary Waivers from the Secretary after the initial request. Any new waiver requests shall be processed according to NMPED waiver request procedures, and, if approved, shall be added to this Contract by the School submitting a revised list of approved waivers (Exhibit 2 to this Contract) to the Authorizer.

*(g) Policies.*

The School has developed its own policies and agrees to adopt policies and/or procedures, if and as needed, to deliver the School's program. The School shall be exempt from local district policies and shall, instead, develop policies and procedures to the extent required by applicable law and regulation.

*(h) Acquisition of Property and Gifts.*

The School, within constitutional and statutory limits, may acquire and dispose of property, provided that, upon termination of the Charter, the following will occur:

All assets of School shall revert to the state, except that, if all or any portion of a School facility is financed with the proceeds of general obligation bonds issued by a local school board, the facility shall revert to the local school board.<sup>xiv</sup>

The School's Governing Council may accept or reject any charitable gift, grant, devise or bequest; provided that no such gift, grant, devise or bequest shall be accepted if subject to any condition contrary to law or to the Material Terms of this Contract as set forth in Article VIII below. The particular gift, grant, devise or bequest shall be considered an asset of the School.

#### **IV.3. Authorizer Rights, Obligations, and Processes for Oversight.**

##### **(a) Authorizer Criteria, Processes and Procedures**

The Act requires that the Authorizer develop and maintain the criteria, processes and procedures<sup>xv</sup> that the Authorizer and its designees will use for ongoing oversight of organizational, financial and academic performance of the School. Accordingly, these criteria, processes and procedures are set forth in this Article IV and in Articles V through VIII below.

In areas where the School needs improvement (as identified by results of the assessment of the School under the Performance Framework or any performance review), and as requested by the Authorizer, the School shall present an improvement plan(s) to the Authorizer for approval. The School will report to the Authorizer on the progress of the improvement plans from time to time, as established in the improvement plans. The Authorizer may require and the School shall implement a corrective action

plan. If warranted the Authorizer may implement revocation, suspension or other procedures pursuant to the process in Article XI.

**(b) Authorizer Development of Policies and Protocols.**

The Authorizer shall develop and maintain chartering policies and practices consistent with nationally recognized principles and standards for quality charter authorizing as set forth by the Act, including policies regarding charter school oversight and evaluation; organizational capacity and infrastructure; evaluation of charter applications; performance contracting; and charter school corrective action plans; suspension, revocation, renewal, and closure processes. This contract and the Performance Framework demonstrate, in part, implementation of its chartering policies and practices.

**(c) Authorizer Development of Processes for Suspension, Revocation and Nonrenewal.**

The Authorizer shall develop processes for suspension, revocation or nonrenewal of a school<sup>xvi</sup>. In the event that the Authorizer ever determines that suspension, revocation or nonrenewal of the School is appropriate, the Authorizer shall

- i. provide the School with timely notification of the prospect of suspension, revocation or nonrenewal of the Charter and the reasons for such action;
- ii. allow the School a reasonable amount of time to prepare and submit a response to the Authorizer's action no less than 30 days, absent exigent circumstances; and
- iii. submit the final determination made by the Authorizer to the NMPED.



In addition, Article XI below also sets forth terms relating to suspension, revocation and non-renewal.

**(d) Authorizer Development of a Performance Framework.**

Throughout the term of this Contract, the Authorizer shall establish annual Performance Framework templates that set forth clear academic and operations performance indicators, measures and metrics that includes the following:

- a. Student academic performance;
- b. Student academic growth;
- c. Achievement gaps in both proficiency and growth between student subgroups;
- d. Attendance;
- e. Recurrent enrollment from year to year;
- f. Post-secondary readiness and graduation rate (if the charter school is a high school);
- g. Financial performance and sustainability; and
- h. Governing body performance, including compliance with all applicable laws, rules, and terms of the Contract.

For purposes of this Contract, the Authorizer shall implement the performance indicators, metrics and measures through the Performance Frameworks. Any additional indicators shall be negotiated in good faith between the Parties and included in the annual School Specific Indicators as discussed in Article V below.

**(e) Authorizer Development of a Closure Protocol.**

The Authorizer shall establish a closure protocol in the event the School closes. The Authorizer shall oversee and work with the closing School to ensure a smooth and orderly closure and transition for students and parents according to the closure protocol and to ensure that assets are appropriately accounted for and protected<sup>xvii</sup>. In addition, Article XII below also sets forth terms relating to closure.

**(f) Authorizer Obligations Relating to the Contract and Monitoring**

***(i) Negotiate the Contract in Good Faith.***

The Authorizer shall negotiate and execute this Contract, in good faith, so long as it meets the requirements of the Act<sup>xviii</sup>.

***(ii) Collect, Analyze and Report Data.***

The Authorizer shall collect, analyze and report all data from state assessment tests in accordance with the Performance Frameworks.

**1) Access to Data and State Assessment.**

The School shall obtain information where possible directly from NMPED, including, but not limited to, test scores, Elementary and Secondary Education Act school improvement status, A-F school grading designation, Common Core alignment information, special education notices, and funding information. The Authorizer or its designee at the request of the School shall provide the School with substantive information pertaining to the School to which the Authorizer has access in a timely way that is otherwise not provided directly to the School by the NMPED.

## **2)Data Available through student information systems.**

To the extent possible, the Authorizer shall not request reports from the School that are otherwise available to the Authorizer through student information systems or other data sources available to the Authorizer, including but not limited to those data sources created and kept by the NMPED.

In the event that information requested on the reports is available to the Authorizer's designee from the student information systems or other data sources reasonably available to the Authorizer's designee, the Authorizer's designee shall pre-populate required reports and provide this pre-populated report to the School.

### ***(iii)Conduct Oversight.***

The Authorizer shall conduct and/or require oversight activities according to its policies and procedures to allow the Authorizer to fulfill its responsibilities under the Act, including conducting appropriate inquiries and investigations, when warranted.

### ***(iv)Monitor School's Progress (Site Visits).***

The Authorizer shall continuously monitor and conduct at least one annual visit to the School to provide technical assistance to determine the overall organizational, academic and financial performance of the School as described in the Performance Frameworks.

## **1)Site Visit**

The Authorizer designee(s) shall make at least one annual visit to the School<sup>xix</sup> ("Annual Site Visit"). The Authorizer its designee(s) or legal counsel, however, may conduct such

monitoring activities in its performance review as it deems appropriate to ensure that the School is complying with applicable law, the terms of this Contract and Essential Documents. Except in extraordinary circumstances, Authorizer visits should be pre-arranged and with reasonable notice to avoid needless disruption of the educational process. The Authorizer, or its designee(s) reserves the right to make unannounced visits to open meetings, or to the School.

## **2)Annual Site Visit/ Site Visit Report.**

The protocol for the Annual Site Visit and Annual Site Visit Report shall be conducted and prepared according to the Authorizer protocol and forms provided relating to the Performance Frameworks (as discussed in Articles V - VIII below) and any plan created pursuant to this Contract (i.e. improvement plan or corrective action plan). The protocol and forms shall be provided at least 30 days in advance to the School. The Annual Site Visit shall contain a review, at a minimum, of the School's evidence of progress towards the indicators identified in the Performance Frameworks and progress towards any plan created pursuant to this Contract, as applicable.

Following the site visit, the Authorizer or its designee(s) shall complete a draft of the Annual Site Visit Report and present it to the School within 45 days after completion of the site visit. The School shall have 30 days to provide input and comment.

## ***(v)Review Data.***

The Authorizer shall review the data provided by the School to support ongoing evaluation according to the terms of the Contract.

*(vi) Notify School of Unsatisfactory Performance.*

The Authorizer shall notify the School in a timely manner of unsatisfactory performance on the organizational, academic or financial frameworks, or any other factor that may result in an improvement plan, corrective action, nonrenewal or revocation as determined during the annual site visit or at any other time.

If, based on a performance review conducted by the Authorizer, the Authorizer finds that the School is not making satisfactory progress towards organizational, academic or financial performance or the Authorizer believes there to be a breach of this Contract, the Authorizer may take any steps allowed by law including but not limited to establishment of an Improvement Plan or a Corrective Action Plan as set forth in Article XI<sup>xx</sup>. The Authorizer may suspend or revoke the School's Charter if warranted<sup>xxi</sup> and according to the process established by the Authorizer.

*(vii) Suspend, Revoke or Not Renew the Contract, if necessary.*

The Authorizer may suspend, revoke or not renew this Contract and the Charter<sup>xxii</sup> if the Authorizer determines that the School did any of the following:

- a. Committed a material violation of any of the conditions, standards or procedures set forth in this Contract;
- b. Failed to meet or make substantial progress toward achievement of the department's minimum educational standards or the student performance standards identified in the Contract;
- c. Failed to meet generally accepted standards of fiscal management; or

- d. Violated any provision of law from which the School was not specifically exempted.

*(viii) Identify Reasons for Suspension, Revocation or Nonrenewal.*

The Authorizer shall state in writing and at a public meeting its reasons for the suspension, revocation or nonrenewal, including the factual bases therefor, if the Authorizer revokes or does not renew a charter<sup>xxiii</sup>.

#### IV.4. Funding.

**(a) Authorizer Budget for Two Percent Administrative Fee.**

The amount of funding allocated to the School shall not be less than ninety-eight percent of the school-generated program costs<sup>xxiv</sup>. The Authorizer may withhold and use the remaining two percent of the school-generated program cost for its administrative support of the School. The Authorizer shall use the two percent amount withheld for the following purposes:

1. A portion of the expenditures supports the charter school division staff salaries and benefits.
2. A second portion of the expenditures supports the Public Education Commission's work. This includes their travel, and expenses such as meals, hotels, and per diem.
3. A third portion of the expenditures provides the resources needed to accomplish the oversight necessary such as supplies, hardware, software and other resources needed to support the work of the CSD.
4. A fourth portion of the expenditures provides the resources needed from all other bureaus in the NMPED that spend time working on issues related to

charter schools, including but not limited to, Special Education, Information Technology, Title I, School & Family Support Bureau, Student Nutrition, and School Budget.

**(b) Federal Program Funding for Charters.**

The School is authorized by law to apply for federal funding for which it may be eligible<sup>xxv</sup>.

**(c) Annual Audits.**

The School agrees to pay its proportionate share of the NMPED's annual audit expense and to budget an appropriate amount annually for purposes of conducting the School's annual audit.

*Select one:*

☐ The School has an associated not-for-profit foundation named \_\_\_\_\_, and the foundation is designated as a component unit of the School. The foundation shall pay a reasonable, additional amount to include the not-for-profit foundation in the School's audit if required.

OR

☒ The School does not have an associated not-for-profit foundation that is designated as a component unit of the School.

School Delay in Audit. If the School's annual audit is delayed and that delay results in the School and/or the NMPED receiving a "late audit report" finding, the NMPED shall notify the Authorizer and the School with that information once the audit is released publically. The Authorizer may determine that the "late audit report" finding constitutes a violation of this Contract or the Performance Framework indicators and

shall provide the School a reasonable opportunity to submit an explanation for the audit finding in addition to its “management response” for the Authorizer’s review. The PEC may make an independent determination of whether it considers the School’s “late audit finding” a material violation of this Contract based on the School’s response to the audit finding and take appropriate action including imposition of the sanctions as set forth in NMSA 1978, 22-8-12.1 or as otherwise provided by law.

**(d) Third Party Contracts.**

The School may contract<sup>xxvi</sup> with a school district, a university or college, the state, another political subdivision of the state, the federal government or one of its agencies, a tribal government or any other third party for the use of a facility, its operation and maintenance and the provision of any service or activity that the School is required to perform in order to carry out the educational program described in the Material Terms of the Contract as set forth in Article VIII below.

The School shall not contract with a for-profit entity for the management of the School.

Contract for goods or services. If the School proposes to contract with a third party provider for goods or services over \$60,000, the School shall provide notice that demonstrates that the contract complies with the Procurement Code and other applicable laws that relate to the use of public funds and provide a written assurance that the proposed contract preserves the School’s financial independence from the provider (“Financial Compliance Documentation”).<sup>xxvii</sup>



Contract relating to Real Property. For any contract over \$60,000 involving real property, the School shall provide notice by submitting a written assurance that the proposed contract preserves the School's financial independence from the provider ("Real Property Compliance Documentation"). The written assurance may be satisfied by providing a copy of the written assurance provided pursuant to the Public School Finance Act.

1. The terms of this section do not apply to personnel contracts. The School is not required to seek a review of any personnel contracts.
2. After receipt of the required Financial Compliance Documentation or Real Property Compliance Documentation request from School on forms provided by the Authorizer, the Authorizer, its designee(s) or legal counsel, or staff's legal counsel designated to review the documentation shall respond in writing within 10 working days with objection(s) to the Financial Compliance Documentation or Real Property Compliance Documentation and the basis for such objection(s). If there is no response, the Authorizer shall be deemed to have consented to the proposed contract with the selected vendor.
3. If the Authorizer, its designee(s) or legal counsel designated to review the documentation raises an objection(s) regarding the Financial Compliance Documentation or Real Property Compliance Documentation request, the School may submit a response within 10 working days.
4. The Authorizer, its designee(s) or legal counsel must then object or consent to the Financial Compliance Documentation or Real Property Compliance Documentation request in writing within 10 working days.

5. If the Authorizer, through its designee(s) or legal counsel, raises objection(s) that are unable to be resolved by the response from the school, either party may choose to commence alternative dispute resolution procedures outlined in Article IX of this contract. The parties are encouraged to continue informal discussions in an effort to resolve the objections.

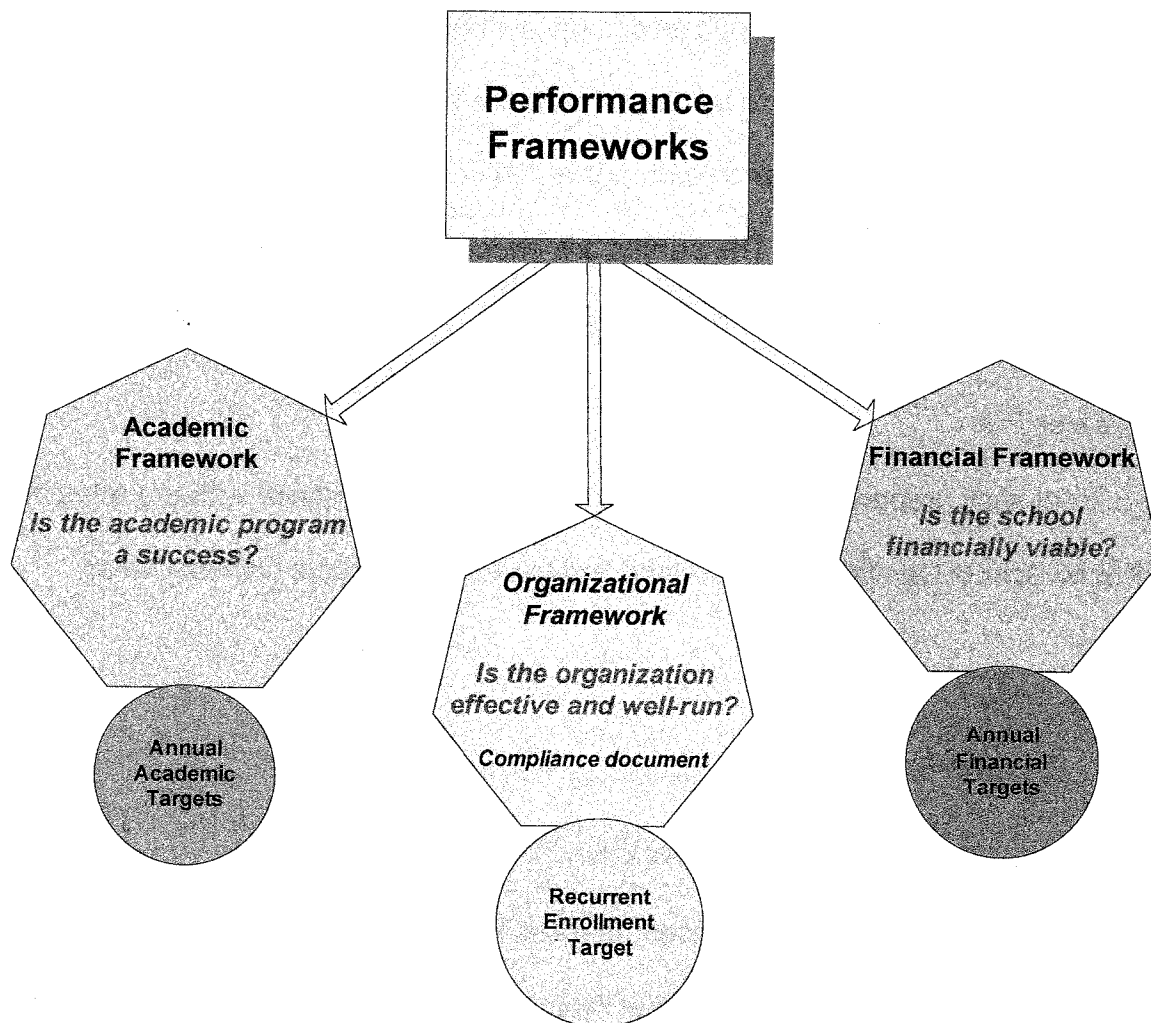
**(e) Master Plan.**

The School shall prepare its own facility master plan in compliance with the rules of the Public School Capital Outlay Council and the Public Schools Capital Outlay Act<sup>xxviii</sup>.

## **V. Performance Frameworks.**

### **V.1. Performance Framework Overview.**

The School's performance shall be based on three Performance Frameworks: an Academic, an Organizational and Financial Framework, which are discussed in further detail in Articles VI, VII and VIII below. Each Framework will include indicators<sup>xxix</sup>, measures and metrics. As referenced above, these Performance Frameworks and the annual performance indicators are part of the Essential Documents governing the Parties.



**(a) Optional Supplemental Indicators.**

The School may identify optional supplemental indicator(s) that are specific, rigorous, valid, measureable and reliable. If such indicator(s) are identified, the School shall report each year on supplemental indicator(s) as set forth in the Performance Framework. Progress towards achieving the supplemental indicator(s) shall be described annually.

These annual Performance Frameworks will be used by the Authorizer to monitor and assess the performance of the School. The Performance Frameworks are the basis of

the annual school review process, and the data and evidence resulting from the annual review ultimately will inform the Authorizer's renewal decision.

## **V.2. Annual Performance Indicators.**

Each Performance Framework is set up to establish annual performance indicators and targets. For the annual performance indicators and targets, the Authorizer first shall approve a Performance Framework template to be used for the upcoming school year, after consultation with its schools. The Parties shall then complete the template with school-specific indicators for each year this Contract is in effect ("negotiated Performance Framework"). The annual negotiated Performance Framework and scorecards are compiled in Exhibit 3. The annual negotiated Performance Framework negotiated by the parties may include additional specific, rigorous, valid and reliable indicators to augment other evaluations of the School's performance. The annual negotiated Performance Framework established for each year of this Contract and scorecards resulting from a review of these annual School Specific Indicators shall be included in the Essential Documents as Exhibits 3.1, 3.2, 3.3, 3.4 and 3.5, as each document is created for each year of the Contract.

## **V.3. Progress on Performance Framework Indicators and Annual Performance Indicators.**

The School shall make satisfactory progress towards the negotiated Performance Framework which includes Academic, Financial and Organizational Frameworks by meeting or exceeding the standard as set forth in the negotiated Performance Framework. If the Authorizer finds that the School is not making satisfactory progress toward any part or all of the annual negotiated Performance Framework or fiscal, overall

governance and student performance and legal compliance<sup>xxx</sup>, the Authorizer may take such action as allowed by this Contract or by law, rule or regulation, including implementing an Improvement Plan, a Corrective Action Plan or charter revocation as set forth in this Contract or by law, rule or regulation.

The renewal of the School's charter shall be based substantially on the data collected regarding how the School is progressing towards the annual School Specific Indicators in the negotiated Performance Frameworks and compliance with the terms of this Contract. The Parties will negotiate how the School will show compliance with its annual Academic Indicators. The information from the annual Financial Framework will come from the annual School audit or any other applicable sources. Each annual Organizational Indicator outlines the evidence that the School may show the Authorizer to show compliance with that Indicator.

During the Annual Site Visit, the Authorizer designee(s) and School shall review annual School Specific Indicators established the previous school year. Subsequently, the Parties shall identify the annual School Specific Indicators for the next year considering and incorporating the general annual performance indicators set by the Authorizer for that year. The Parties may meet to negotiate changes if necessary.

#### **V.4. Terms Requiring Amendment.**

Any modification of the Performance Frameworks requires an amendment that must be agreed to and executed by both Parties. Each Party must vote on this amendment in an open public meeting prior to execution of the amendment. The School will submit the

requested amendment to all entitled to notice in Section 2.02 and request that the Authorizer place the amendment on the agenda of the Authorizer for approval.

## **VI. Academic Performance Framework**

*Is the Academic program a success?*

### **VI.1. Academic Annual Performance Indicators.**

The annual negotiated Performance Framework includes three parts. One part is an Academic Framework. The Academic Framework looks at student performance.

Failure to meet the standard(s) set forth in an Academic Performance Indicator is not a “material violation” as defined in NMSA 1978, §22-8B-12(K)(1). Rather it may be deemed a failure “to meet or make substantial progress toward achievement of the department’s minimum educational standards or student performance standards” (NMSA 1978, §22-8B-12(K)(2)) and may be assessed accordingly for purposes of nonrenewal or revocation.

### **VI.2. Disaggregation of Data.**

The Parties shall look at disaggregated data by student subgroup, including gender, race, poverty status, special education or gifted status, and English language learner status, in determining student performance. The Parties may obtain such information through reports prepared by the NMPED. To the extent that an annual performance indicator already reports disaggregated data by student subgroup, such as the A-F

grading system, the Parties may use this report in their review rather than creating additional reports.

## **VII. Financial Performance Framework.**

*Is the School financially viable?*

The annual negotiated Performance Framework includes three parts. One part is a Financial Framework. The Financial Framework looks at the financial viability of the School.

## **VIII. Organizational Framework.**

*Is the organization effective and well run?*

The annual negotiated Performance Framework includes three parts. One part is an Organizational Framework. The Organizational Framework is a compliance checklist that ensures that the School is responsive to the needs of its students, employees and School community, and also looks at recurrent enrollment. This framework looks at organizational, overarching processes established by the School to ensure efficient operations by the School and compliance with applicable laws.

The following is a general description of the Organizational Framework areas of focus.

### **VIII.1. Organizational Framework, Education Program 1.a. *Is the school implementing the Material Terms of the Charter as defined in this section?***

Organizational Framework Question 1.a. Description. The School shall demonstrate evidence of achieving the Material Terms of the Charter in all respects.

(a) **Material Terms of the Charter.**

The Parties agree that the following are the “Material Terms” of the approved Charter:

*(i) Operational Structure*

Length of School day	Four days a week, 6.6 hours One day a week, 4 hours  The school is blended-learning school. Students on-campus schedules will be set by school staff based on whether or not the students are on pace with their course requirements.
Length of School year	178 instructional days
Enrollment cap	300
Authorized School grades	7-12
Partner	
Management company	

*(ii) School Mission*

The School's mission statement is as follows:

Student Athlete Headquarters Academy emphasizes academic achievement in a blended learning model through a focus on sports and relationship building.

The School shall report each year on implementation of its mission as set forth in the mission specific indicator(s) as set forth in the Performance Framework, Academic Framework. Progress toward achieving the School's Mission shall be described annually.

*(iii) Educational Program of the School*



SAHQ Academy uses a blended, three tier curriculum that places a great deal of importance on relationships and individualized learning.

(1) Foundational Knowledge is obtained through small, dynamically grouped classes, online coursework and high dosage tutoring.

(2) Applied Knowledge is obtained through projects, seminars and sports career electives.

(3) Experiential Knowledge is obtained through service work, internship and entrepreneurship. This takes applied knowledge into the real world.

**Educational Approach** - Using proven educational practices, intentional instructional design, and meaningful assessments, the school provides students with the individualized instruction necessary to meet their learning goals. SAHQ blends traditional classroom teaching methods with the latest technological advances, allowing students to benefit from both group and one-on-one approaches. After a thorough assessment, students are placed appropriately according to academic need. Placing students according to present performance levels ensures student success by building on their individual knowledge base rather than grade level. The school provides academic classes to students in a highly interactive digital format with the flexibility of anytime, anywhere learning. After students begin digital studies, their advisor will monitor all academic activities through the web-based program. The advisor has access to all daily academic activity, is able to track time spent on assignments, view scores of individual lessons and quizzes, and determine areas of weakness. Advisor and student are able to communicate using state-of-the-art web-based communications with the capability for audio, visual, and written communication, or live face-to-face communication in a traditional manner.

This will be demonstrated through the digital Student Graduate Portfolio.

*(iv) Student – Focused Term(s).*

Students will participate in athletic and health training. Students will have a faculty mentor.

Students enrolled in SAHQ starting in 10<sup>th</sup> grade will be supported through dual credit and career exploration.

This will be demonstrated through the digital Student Graduate Portfolio.

*(v) Teacher – Focused Term(s).*

Each teacher and the head of school will create an individual Professional Development Plan which must include:

- Application of Edgenuity curriculum
- Tools within the curriculum to improve student success
- Assessment of performance measures to identify student gaps

This will be demonstrated by the Professional Development plan documentation

*(vi) Parent – Focused Term(s).*

Parents/guardians will be invited to participate in the stakeholders meetings with students to establish the student's course map.

There is an annual training to show parents how to understand student progress reports through Engenuity.

These will be demonstrated through sign-in sheets for the stakeholder meetings and Engenuity trainings.

*(vii) Governance Structure.*

The Parties agree that the following are key provisions regarding the School's governance structure.

No specific promises made.

*(viii) Total Student Enrollment.*

As set forth above, the School is authorized to enroll the following:

300

The School shall provide instruction to students in such grades and subject to approved caps in each year of operation<sup>xxxi</sup>. The School may make modifications as to the number of students in any particular grade, and number of students within a class to accommodate staffing decisions that are consistent with the School's programmatic needs, and attrition patterns. However, the School shall not increase the number of grades or the total number of students proposed to be served in each grade without an amendment to this contract or waiver of grade cap provision<sup>xxxii</sup>.

If the School seeks to amend enrollment or grades served, the School must, among other things, demonstrate that such changes in enrollment/grades served do not adversely compromise the fiscal and educational program of the School.

*(ix) Intent to Provide Educational Services.*

The School represents to the Authorizer that based upon its mission and school goals, it intends to provide educational services including delivery of instruction in the following described general geographic area:

County(ies):	Bernalillo and surrounding counties
City(ies):	Albuquerque and surrounding cities

*(x) Facility.*

[ X ] *For Schools with a Set Location.* The Charter School's primary location is:

1404 Lead SE, Albuquerque, NM 87106

Physical Address). The facility meets all applicable facility requirements of State and Federal law.

[ ] *For School Anticipating Changing Locations.* The School is in the process of identifying a new location at

--

The School acknowledges that the new facility must meet all applicable health and safety requirements prior to the School relocating to the new location. The Authorizer approves this location contingent upon the School providing the Authorizer with evidence of compliance with applicable law, including NMSA 22-8B-4.2(C).

*(xi) Facilities Occupancy Requirement.*

The School acknowledges that its facility must meet all educational occupancy standards required by applicable New Mexico Construction Codes<sup>xxxiii</sup>. The School's facilities shall be certified for occupancy as a public school prior to commencing operations in the new building, including the approval of the director or designee of the New Mexico Public Schools Facilities Authority ("PSFA")<sup>xxxiv</sup>.

The School further acknowledges that if it is renewed on or after July 1, 2015, that its facilities must meet the requirements as set forth in Subsection D of Section 22-8B-4.2 NMSA 1978 (2011).

The School shall comply with all state and federal health and safety requirements applicable to public schools, including those health and safety codes relating to educational building occupancy.

*(xii) New Mexico Condition Index.*

The School acknowledges that it may not open or relocate to a facility after opening unless:

- A. the facility receives a condition rating equal to or better than the average condition for all New Mexico public schools as determined by the Public Schools Facility Authority (PSFA) for that year, or
- B. the School demonstrates within 18 (eighteen) months of occupancy or relocation of the School, the way in which the facility will achieve a rating equal to or better than the average New Mexico condition index<sup>xxxv</sup>.

*(xiii) Facilities Funding.*

The School is eligible for state capital outlay dollars to the extent provided for in the Public School Capital Outlay Act<sup>xxxvi</sup>, the Public School Capital Improvements Act<sup>xxxvii</sup>, the Public School Buildings Act<sup>xxxviii</sup>, and any other applicable law.

*(xiv) Lease Purchase Agreement.*

The School acknowledges that it may not enter into a Public School Lease Purchase Agreement<sup>xxxix</sup> without prior approval of the NMPED.

*(xv) Multiple Facilities.*

With the approval of the Authorizer, the School may maintain separate facilities at two or more locations. The School acknowledges that the separate facilities shall be treated together as only one school for purposes of calculating program units pursuant to the Public School Finance Act.

*(xvi) Food Service.*

According to the Charter, the School

☐ will provide the following food services: \_\_\_\_\_ food services shall be provided in a manner that is in compliance with applicable federal and state laws regarding public school food programs.

OR

☒ will not provide food services.

OR

☐ will provide free and reduced breakfast under the Free School Breakfast Program. Food services shall be provided in a manner that is in compliance with applicable laws regarding public school food programs.

AND/OR

☐ will provide free and reduced lunch. Food services shall be provided in a manner that is in compliance with applicable laws regarding public school food programs.

*(xvii) Transportation.*

☐ The School has agreed to provide student to-and-from transportation<sup>xi</sup>.

OR

☒ The School, in accordance with the Act, does not provide student to-and-from transportation. The School may contract with qualified transportation providers for special events. The School will ensure that students with disabilities shall comply with their qualified IEP or Section 504 plan related to transportation.

*VIII.2. Organizational Framework, Education Program 1.b. Is the school complying with applicable educational requirements?*

Organizational Framework Question 1.b. Description. Unless waived, the School shall demonstrate compliance with applicable laws, rules, and regulations relating to education requirements such as instructional days, graduation and promotion requirements; content standards, state assessments and implementing mandated programming associated with state or federal funding.

*VIII.3. Operational Framework, Students and Employees, 1.c. Is the School protecting the rights of all students?*

Organizational Framework Question 1.c. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to the rights of students, including policies related to admissions, lottery, recruitment and enrollment; adherence to due process protections; and development and adherence to student discipline policies.

The School shall also comply with the following additional terms and conditions:

**(a) Non-discrimination.**

The School is subject to all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, physical or mental handicap, serious medical condition, race, creed, color, sex, gender identity, sexual orientation, spousal affiliation, national origin, religion, ancestry or need for special education services. The School shall be a nonsectarian, nonreligious and non-home-based public school<sup>xli</sup>.

Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability, or need for special education services<sup>xlii</sup>.

**(b) Enrollment and admission processes and procedure.**

The School must establish and post enrollment and admissions process and procedures which comply with applicable law. The School may not charge tuition or have other admissions requirements, except as otherwise provided in the Public School Code<sup>xliii</sup>.

**(c) Lottery.**

Unless otherwise exempted in the Public School Code, if more students apply than can be admitted based on the School's enrollment cap, admission decisions will be made by a lottery process<sup>xliv</sup>. The School shall adopt in advance the enrollment procedure for vacancies that occur during the school year that complies with applicable law.

**(d) Continuing Enrollment.**

Students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, unless there is a voluntary withdrawal, mandatory withdrawal pursuant to the New Mexico Public School Finance Act, expulsion, graduation, court-ordered placement, IEP team placement, or other applicable laws.

**(e) Suspension or Expulsion.**



A student who is long-term suspended or expelled from the School shall be deemed to be suspended or expelled from the school district in which the student resides<sup>xlv</sup>. A student who is suspended from a school district may also be considered suspended or expelled from the School located within the geographic boundary of that district. The School shall develop its own enrollment policies for enrolling students who have been suspended or expelled from another charter school or a school district.

**VIII.4. Organizational Framework, Education Program 1.d. *Is the School protecting the rights of students with special needs?***

Organizational Framework Question 1.d. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations, including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and laws relevant to gifted children, relating to identification and referral of those suspected of having a disability or intellectual ability and providing services for students with identified needs.

The School shall also comply with the following additional terms and conditions:

**(a) Special Populations.**

The School is responsible for identifying, evaluating, and offering a free appropriate public education to all eligible children who are accepted for enrollment in the School.

**(b) Enrollment of Students with Disabilities.**

To ensure that the needs of students with a disability are met, the following procedures must be followed:

*(i) Documents.*

Following the application deadline and upon completing the lottery if required, the School shall request from relevant school district and/or the student a copy of the most recent Individualized Education Program (IEP) or Section 504 Accommodations Plan, if any.

*(ii) Implementing the IEP.*

Admission of applicants with an IEP or Section 504 Accommodations Plan must be in compliance with state and federal requirements and procedures concerning the education of students with disabilities or intellectual ability. Every student who is admitted to the School with an IEP or Section 504 Accommodations Plan from his/her previous school must receive services as reflected in the IEP or 504 plan unless modified.

*(c) Response to Intervention.*

The School must fully implement the State's Response to Intervention (Rtl) Framework known as the *Three-Tier Model of Student Intervention*<sup>xlvi</sup>. This framework serves as the overarching structure for how K–12 public schools in New Mexico organize instruction to all students, and provides procedures for early assistance and intervention to students who are experiencing academic and/or behavioral challenges, or who need opportunities for advanced learning. The Rtl Framework includes the Student Assistance Team process which supplements regular education functions, conducts evaluations and develops accommodation plans under Section 504, develops individual student academic improvement plans<sup>xlvi</sup>, and receives and analyzes evaluation requests for special education and gifted education services.

**VIII.5. Organizational Framework, Education Program 1.e. *Is the School protecting the rights of English Language Learner (ELL) students?***

Organizational Framework Question 1.e. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations, including Title III of the Elementary and Secondary Education Act, relating to English Language Learner requirements.

**VIII.6. Organizational Framework, Education Program 1.f. *Is the School complying with compulsory attendance laws?***

Organizational Framework Question 1.f. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to compulsory school attendance.

**VIII.7. Organizational Framework, Education Program 1.g. *Is the School complying with the annual recurrent enrollment target?***

The School shall comply with the annual recurrent enrollment target set by the Authorizer.

**VIII.8. Organizational Framework, Financial Management and Oversight 2.a. *Is the School meeting financial reporting and compliance requirements?***

Organizational Framework Question 2.a. Description. The School shall demonstrate complete and timely compliance with applicable laws, rules, and regulations relating to sound financial principles<sup>xlviii</sup> and financial reporting requirements, including compliance with the New Mexico Procurement Code.

The School shall also comply with the following additional terms and conditions:

**(a) Authorizer Notification.**

The School shall notify the authorizer or its designee(s) and appropriate authorities in the following situations:

- A. All complaints filed against the School by governmental entities alleging violations of state, federal or local violations of law, regulation or rule, (e.g. building-code violations, environmental or health code violations, state-level IDEA special education complaints or due process hearings, Section 504 grievances, Title I of the Elementary and Secondary Education Act complaints);
- B. The conviction of any members of the School's governing body or staff for a crime punishable as a felony, or misdemeanor involving moral turpitude, or determination of inappropriate contact<sup>xlix</sup> related to that person's responsibilities to the School; or for any crime related to the misappropriation of school funds or theft of school property; or
- C. A finding by an internal or independent auditor or investigator of misappropriation of the School's public funds by any member of the School's governing body, employee, volunteer, contractor, or other individuals.

Notice shall be provided within a reasonable period of time under the circumstances.

The Parties may then take such steps as reasonably necessary, and as consistent with their adopted policies, to address these issues.

**(b) Operational Reporting.**

The School shall provide the following reports to the Authorizer:

None other than already specified in this contract

The Authorizer may require additional reporting as a part of an Improvement Plan or Corrective Action Plan.

***VIII.9. Operational Framework, Financial Management and Oversight 2.b. Is the School following Generally Accepted Accounting Principles?***

Organizational Framework Question 2.b. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations, relating to financial management and oversight expectations, that shows that the School is following generally accepted accounting principles.

***VIII.10. Organizational Framework, Governance and Reporting 3.a. Is the School complying with governance requirements?***

Organizational Framework Question 3.a. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to charter school governance through the adoption of and adherence to school policies; the Open Meetings Act; the Inspection of Public Records Act; a conflict of interest policy; an anti-nepotism policy and sound Governing Body operations.

The School shall also comply with the following additional terms and conditions:

**(a) Governing Structure.**

The School's governing body shall have at least 5 (five) members<sup>i</sup>. No member shall serve on the School's governing body if he or she was a member of another charter school's governing body that was suspended or failed to receive or maintain their board of finance designation.<sup>ii</sup>

**(b) Change in Governance Membership.**

The School will notify the Authorizer within 30 (thirty) days of a member's resignation or designation of a new member and shall sign the appropriate forms to ensure that the governing body continues to qualify as a board of finance<sup>lii</sup>. The School shall fill any vacancy on its governing body no later than 45 days from the vacancy or shall seek an extension for such appointment from the Authorizer in writing. The new member must execute the required statements for Board of Finance designation<sup>liii</sup> to the NMPED.

#### **VIII.11.Operational Framework, Governance and Reporting 3.b. *Is the School holding management accountable?***

Organizational Framework Question 3.b. Description. The School shall demonstrate timely compliance with applicable laws, rules, and regulations relating to oversight of school management through evaluation of the head of school and the relationship with a partner organization, if any.

The School shall also comply with the following additional terms and conditions:

##### **(a) School Complaint Process.**

The School must establish a process for resolving community, parental, and other public complaints. The process shall afford the opportunity for the complainants to be heard by the head administrator and/or the School's governing body. The governing body shall be the final determiner of the complaint unless the complainant has additional legal remedies or requirements provided by law.

##### **(b) Authorizer Notification Regarding Complaints.**

The Authorizer agrees to notify the School of all written complaints about the School that the Authorizer receives. The notification shall be made immediately or as soon as is practicable under the circumstances, but not later than 10 business days after its receipt by the Authorizer. The notice shall include the substance of the complaint, taking into consideration any complainant's request for anonymity. The School shall respond to the complaint according to its prescribed complaint procedures and shall notify the Authorizer through its legal counsel of the School's response to the complaint within the timeframe prescribed in the notice of the complaint.

**VIII.12.Organizational Framework, Students and Employees, 4.a. *Is the School meeting teacher and other staff credentialing requirements?***

Organizational Framework Question 4.a. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to state certification requirements and Title II of the ESEA for Highly Qualified Teachers and Paraprofessionals.

**VIII.13.Organizational Framework, Students and Employees, 4.b. *Is the School respecting employee rights?***

Organizational Framework Question 4.b. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to employment requirements; and develop and adhere to sound policies for employees.

The School shall also comply with the following additional terms and conditions:

**(a) Volunteer Requirements.**

The School acknowledges that all volunteers must comply with state regulations<sup>liv</sup>.

**VIII.14.Organizational Framework, Students and Employees, 4.c. *Is the School completing required background checks?***

Organizational Framework Question 4.c. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to background checks of all individuals at the School having unsupervised access to children, including staff and members of the community, where required.

**VIII.15.Organizational Framework, School Environment, 5.a. *Is the School complying with facilities and transportation requirements?***

Organizational Framework Question 5.a. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to the School's facilities and transportation.

The School shall also comply with the following additional terms and conditions:

**(a) Insurance Provider.**

The School shall procure insurance<sup>lv</sup> through the New Mexico Public Insurance Authority (NMPSIA). Upon request by the Authorizer, a copy of the certificate of insurance shall be provided.

**(b) Insurance Coverage.**

The School shall purchase insurance protecting the School and its governing body, employees, and volunteers, and the Authorizer, consisting of comprehensive general liability insurance, errors and omissions liability insurance, and auto liability insurance. The School shall also purchase statutory workers' compensation insurance coverage.



(c) Change of Coverage.

All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after 45 days prior written notice by certified mail, return receipt requested, has been given to the Authorizer. The School shall notify the Authorizer within 10 days if for any reason there is a lapse in insurance coverage. The School shall be solely responsible for any deductibles payable under the policies purchased by the School.

**VIII.16.Operational Framework, School Environment, 5.b. *Is the School complying with health and safety requirements?***

Organizational Framework Question 5.b. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to safety and the provision of health related services, if such services are provided by the School.

**VIII.17.Organizational Framework, School Environment 5.c. *Is the School handling information appropriately?***

Organizational Framework Question 5.c. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to security of and appropriate access to personally identifiable student information; student records and testing materials.

All records required to be kept pursuant to state and/or federal laws, regulations, or policies or as otherwise established shall be open to inspection and review and made available in a timely manner to the PEC, CSD, NMPED, or other officials who shall be

deemed to have legitimate educational interests in such records within the meaning of the federal Family Educational Rights and Privacy Act (FERPA). The School is encouraged to adopt a policy for student directory information in compliance with FERPA.

## **IX. Resolution of Dispute Relating to the Contract.**

### **IX.1. Dispute Resolution.**

Disputes arising out of the implementation of this Contract shall be subject to the dispute resolution process set forth in this section. However disputes coming under Article XI of this Contract shall not be subject to the dispute resolution process unless agreed to by the Parties.

### **IX.2. Continuation of Contract Performance.**

The School and the Authorizer agree that the existence and details of a dispute notwithstanding, the Parties shall continue without delay their performance of this Contract, except for any performance that may be directly affected by such dispute.

### **IX.3. Notice of Dispute.**

Either party shall notify the other party in writing that a dispute exists between them within 15 working days from the date the dispute arises. The notice of dispute shall identify the article and section of this Contract in dispute, reasons alleged for the dispute and copies of any documentation that supports the complaining party's position. If the dispute is not timely presented to the other party, the party receiving late notice may elect not to enter into mediation.

#### **IX.4. Initial Administrative Resolution.**

The matter shall be submitted to the head administrator of the School and the Authorizer's designee(s). The head administrator and the Authorizer's designee(s) shall keep the School Governing Body and the Authorizer informed during any attempt at administrative resolution. Either Party may identify an authorized representative to join the School staff or the Authorizer's designee(s) in identifying possible solutions. The process shall be completed within 15 working days of the receipt of the Notice of Dispute or the Parties shall agree in writing to an alternative date certain for the termination of this process. If the matter is not resolved within the time frame established, either Party may consider the Initial Administrative Resolution alternative terminated and give the other party notice of the termination. ("Termination of Initial Administrative Resolution").

If the matter is able to be resolved through an Initial Administrative Resolution, the School staff and Authorizer's designee(s) shall jointly draft a document identifying the agreed upon resolution and notify the respective Parties of the Initial Administrative Resolution. If the Initial Administrative Resolution requires an action of the School and the Authorizer, such Initial Administrative Resolution shall be presented after due notice at the next respective Governing Body meetings of the Parties. If necessary, the Parties shall call a special or emergency meeting to approve any Initial Administrative Resolution. In the case that Party approval is needed under this paragraph, the Initial Administrative Resolution shall take effect only if approval is given by both Parties and shall have no effect otherwise.

#### **IX.5. Mediation at the Administrative Level.**

If there is a Termination of the Initial Administrative Resolution process, then either Party may demand formal mediation by mailing or delivering notice in writing to the other Party within 10 working days after the Termination of Initial Administration Resolution.

Mediation conducted by the Parties is subject to the Mediation Procedures Act<sup>vi</sup>. If either Party submits a Notice of Demand to Mediate, it shall include in the notice the name of a mediator along with his/her qualifications. If the other Party does not agree to the proposed mediator, then it shall identify an alternate mediator along with his/her qualifications within 5 business days. If the other Party does not agree with the alternate designation, it shall give notice within 5 business days. In the event that the Parties cannot agree on a mediator the two proposed mediators shall meet within 5 business days to appoint a third person to act as mediator. The appointed mediator shall mediate the dispute.

Each Party shall pay one-half of the reasonable fees and expenses of the mediator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, shall be paid by the Party incurring such costs.

Mediation shall be completed within 40 working days unless another date certain is set by the Parties and mediator.

If the matter is able to be resolved through Mediation at the Administrative Level, the School through its staff and Authorizer through its designee shall jointly draft a document identifying the Mediation Resolution and notify the Parties of the Mediation Resolution. If the Mediation Resolution requires an action of the School and the Authorizer, such Mediation Resolution shall be presented at the next respective Governing Body meeting of the Parties. If necessary, the Parties shall call a special or emergency meeting to approve any Mediation Resolution. In the case that Party approval is needed under this paragraph, the Mediation Resolution shall take effect only if approval is given by both Parties and shall have no effect otherwise.

If no resolution is reached by the Parties, then the mediator shall render a written proposal with a proposed resolution of the mediator concerning the matters in controversy, together with his/her findings in the event that the Parties do not come to any agreement. The Proposed Resolution of the Mediator shall be presented to each Party. The mediator shall note any provision in the proposed resolution that would require a vote of the respective Parties.

#### **IX.6. Governing Body Consideration.**

If a Mediation Resolution has not been reached within 40 business days of the appointment of the mediator, both representatives shall submit the matter to the respective Parties for consideration along with the Proposed Resolution of the Mediator.

The matter shall be placed on the next regular meeting of each Party, unless a special or emergency meeting is warranted. Prior to the board meeting, the Parties may

designate a subcommittee to meet with the subcommittee of the other Party for informal discussions. The subcommittee shall be less than the quorum needed for a meeting of the Governing Body. The subcommittees shall meet jointly to consider the proposals of each Party and the Proposed Resolution of the Mediator. If the subcommittees of the Governing Bodies can identify a Joint Proposal that may resolve the dispute, the Joint Proposal of the subcommittees shall be presented at the next meeting of each Party. The Joint Proposal shall be discussed in the public meeting and public comment shall be heard on the Joint Proposal. The Joint Proposal shall then be voted on by the Parties. A special or emergency session may be called of each Party, if needed.

If both Parties adopt the Joint Proposal, the issue shall be deemed resolved according to the terms of the Joint Proposal. If one or both Parties reject(s) the Joint Proposal, then the dispute resolution process shall be deemed to have failed and to have ended.

#### **IX.7. Process for Final Resolution of Dispute.**

If settlement of the dispute is not reached through mediation or by agreement of the Parties, either Party may pursue any right or remedy to which it may be entitled by law.

### **X. Renewal.**

#### **X.1. Renewal Timeline and Process.**

The School shall submit its renewal application to the Authorizer on or before October 1 of 2020. The Parties may mutually agree to an extension of the submittal of the renewal application; such extension shall be memorialized in writing. The Authorizer shall vote

on the renewal application in a public hearing no later than January 1, of the year in which the Contract expires; i.e. January 1, 2021 unless extended by agreement.

#### **X.2. Required Information.**

The renewal application shall contain the information required by law<sup>vii</sup>.

#### **X.3. Authorizer Review and Analysis of Renewal Contract.**

The Authorizer review shall be conducted according to law, regulation and rule.

### **XI. Suspension, Nonrenewal and Revocation.**

#### **XI.1. Suspension, Nonrenewal and Revocation.**

The charter may be suspended, revoked, or not renewed by the Authorizer as set forth in law, regulation, rule or policy that complies with law and as set forth in this Contract.

The Authorizer is not required to allow corrective action as set forth below if the unsatisfactory review warrants revocation.<sup>viii</sup> Until such time as the NMPED promulgates regulations setting forth procedures for revocation, the Parties shall follow the processes set forth in the Uniform Licensing Act<sup>lix</sup> and such other Rules of Civil Procedure as agreed to by the Parties in conjunction with the revocation proceedings under the Charter School Act, but only to the extent such processes are consistent with the provisions of the Charter Schools Act.

#### **XI.2. Corrective Action Required by Authorizer for Actions Not Warranting Immediate Revocation.**

If, based on a performance review conducted by the Authorizer, the School's organization, academic or financial performance appears unsatisfactory or the Authorizer believes there to be a breach of this Contract not warranting immediate

revocation, the Authorizer may initiate the process to implement a corrective action plan. The Authorizer shall notify the School of the unsatisfactory review and provide a reasonable opportunity for the School to remedy the Authorizer's concerns.

**(a) Notice of Unsatisfactory Performance (NUP) for actions not warranting immediate revocation.**

The Authorizer shall provide written notice to the School no more than 10 business days after determining that there is unsatisfactory performance related to the School's organization, the School's academic or financial performance appears unsatisfactory, or the Authorizer believes there to be a breach of this Contract not warranting immediate revocation.

**(b) Response for actions not warranting immediate revocation.**

The School shall respond to the NUP within 10 business days, unless an extension is agreed to by the Authorizer. The response shall be in writing and shall include all documents that support the response.

**(c) Corrective Action Plan (CAP) for actions not warranting immediate revocation.**

After receiving the School's response to the NUP, the Authorizer may require the School to present a Corrective Action Plan that addresses the identified deficiencies; provided that if the unsatisfactory review and School's response to the NUP warrants revocation, the Authorizer may begin revocation procedures. The Authorizer shall provide clear timelines for complying with the Authorizer's demand for corrective action.



**(d) CAP Development for actions not warranting immediate revocation.**

If a CAP is required by the Authorizer, the School shall develop the CAP along with a proposed timeline for correcting the alleged deficiencies and submit the CAP to the authorizer for review, comment, and approval. The Authorizer may require the school to review and revise the plan if it is not effective in remedying the deficiency.

**(e) Effect of Successful CAP Response for actions not warranting immediate revocation.**

Successful completion of the CAP shall be acknowledged by the Authorizer in writing and the corrected infractions addressed by the CAP shall not be a basis for future for nonrenewal or revocation actions. However, if the School does not successfully correct the Authorizer's concerns, the Authorizer may take additional steps to insure compliance, which include, but are not limited to seeking assistance from the CSD or another technical assistance provider to implement a plan for correcting the Authorizer's concerns. Failure to comply with the requirements of the CAP may also be considered by the Authorizer when making decisions about renewal, suspension or revocation.

**XII. School Closure.**

Any permanent School closure shall be conducted according to applicable law, regulation rule or policy that complies with law.

**XIII. General Provisions.**

**XIII.1. Order of Precedence.**

In the event of any conflict among the documents and practices defining this relationship, it is agreed that

a) the Contract shall take precedence over policies of either Party and the Charter; and

b) a provision in the annual Performance Frameworks that conflicts with a provision in the Contract shall take precedence over that provision in the Contract.

This Contract shall not take precedence over any applicable provisions of law, rule or regulation.

### **XIII.2. Amendments.**

#### **(a) Terms Requiring Amendment.**

Any modification of the contract requires an amendment that must be agreed to and executed by both parties. The Authorizer is required by law to vote on this amendment in an open public meeting. The party requesting the amendment will submit the requested amendment to all entitled to notice in section 2.02.

#### **(b) Authority to Amend.**

No amendment to the Contract shall be valid unless ratified in writing by the Authorizer and the School and executed by its authorized representatives.

#### **(c) Process.**

The School must first vote in a public meeting to approve any proposed amendment to the Contract or Essential Documents. The School must then submit the requested amendment to the Authorizer's legal counsel. The Authorizer shall vote on the

proposed amendment within 60 days of the request. If the Authorizer denies the amendment, the School may appeal the decision to the Secretary of the NMPED. Until the time that NMPED promulgates appropriate regulations; the procedure for this appeal will be the same as provided in NMSA 22-8B-9(C).

#### **XIII.3. Merger.**

The Contract and Essential Documents to this Contract contain all terms, conditions, and understandings of the Parties relating to its subject matter. All prior verbal representations, understandings, and discussions are superseded by this Contract.

#### **XIII.4. Non-Assignment.**

Neither Party shall assign or attempt to assign any rights, benefits, or obligations accruing to the Party under this Contract unless the other Party agrees in writing to any such assignment.

#### **XIII.5. Governing Law and Enforceability.**

This Contract shall be governed and construed according to the Constitution and laws of the State of New Mexico. If any provision of this Contract or any application of this Contract to the School is found to be contrary to law, such provision or application shall have effect only to the extent permitted by law.

#### **XIII.6. Severability.**

If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect, unless otherwise terminated by one or both of the Parties in accordance with the terms contained herein. Either Party may revoke this Contract if a material provision is

declared unlawful or unenforceable by any court of competent jurisdiction and the Parties do not successfully negotiate a replacement provision.

#### **XIII.7. Changes in Law, Rules, Procedures or Forms.**

In the event of a change in law, regulation, rule, procedure or form affecting the School during the term of this Contract, the Parties shall comply with the change in law, rule, regulation or procedure or utilize the new form, provided, however, that the change does not impair the existing Contract and the Parties' respective rights hereunder. If an amendment to this Contract is required to comply with a change in the law or rule, then the Parties shall execute such an amendment, to the extent that the change does not impair the Parties' respective rights hereunder. No such amendment is required to only amend or correct any references to statute, rule, regulation or document provision set forth in this Contract.

#### **XIII.8. No Third Party Beneficiary.**

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the Authorizer and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

#### **XIII.9. No Waiver.**

The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.

### **XIII.10. Authorized Signatories.**

The Parties hereby declare that their president/chair or their authorized designee shall be or has been duly authorized to sign this Contract.

**Approved:**

**New Mexico Public Education Commission**

By: Patricia Gipson

Title: Chair

Signature:

Date: **Approved:**

**Student Athlete Headquarters Academy**

By:  DAVID BEACH

Title: Chair

Signature: 

Date: 6-8-16

<sup>i</sup> Section 22-8B-9(A) NMSA 1978.

<sup>ii</sup> Section 22-8B-3 NMSA 1978.

- iii Section 22-8B-5.3 NMSA 1978 and all other duties assigned to the Commission relating to charter schools.
- iv e.g. Section 22-8B-12 NMSA 1978
- v Section 22-8B-16 NMSA 1978.
- vi Section 22-8B-17 NMSA 1978.
- vii Sections 22-8B-2(A) and 22 -8B-4(C),(J), (N), (P), and (R) (2011) NMSA 1978.
- viii Section 22-8B-5 NMSA 1978.
- ix Pursuant to the Audit Act at Section 12-6-1 NMSA 1978, *et seq.*
- x Section 22-10A-1 NMSA 1978, *et seq.*
- xi Section 22-8B-4(P) NMSA 1978 (2011).
- xii Section 22-8B-5(C) NMSA 1978 (2006).
- xiii Section 22-8B-5(C) NMSA 1978 (2006).
- xiv Section 22-8B-4 (N) NMSA,1978
- xv Section 22-8B-5.3(H) NMSA 1978.
- xvi Section 22-8B-12(L) NMSA 1978 (2011).
- xvii Section 22-8B-12.1(A) NMSA 1978 (2011).
- xviii Section 22-8B-9 NMSA 1978 (2011).
- xix Section 22-8B-12(E) NMSA 1978 (2011).
- xx Section 22-8B-12(F) NMSA 1978.
- xxi Section 22-8B-12(K) NMSA 1978 (2012).
- xxii Section 22-8B-12(K) NMSA 1978 (2012).
- xxiii Section 22-8B-12(M) NMSA 1978 (2011).
- xxiv As defined by the Public School Finance Act, Section 22-8-1 NMSA 1978, *et seq.* Also see Section 22-8B-13 NMSA 1978 (2006).
- xxv Section 22-8B-13(C) and (D) NMSA 1978.
- xxvi Section 22-8B-4 (R) NMSA 1978.
- xxvii Section 22-8B-9(B)(14) NMSA 1978 (2011).
- xxviii Section 22-24-4 NMSA 1978 (2010).
- xxix Performance indicators in this Contract are the same as the performance targets referenced in Section 22-8B-9.1(B) NMSA 1978 (2011)
- xxx Section 22-8B-12 (D) 1978
- xxxi Section 22-8B-6 NMSA 1978 (2011).
- xxxii Section 22-8B-6(D) NMSA 1978 (2011).

- xxxiii Section 22-8B-4.2(A) NMSA 1978 (2011).
- xxxiv Section 22-8B-4.2 NMSA 1978 (2011).
- xxxv Section 22-8B-4.2(C) NMSA 1978 (2009).
- xxxvi Section 22-24-1 NMSA 1978, *et seq.*
- xxxvii Section 22-25-1 NMSA 1978, *et seq.*
- xxxviii Section 22-25-1 NMSA 1978, *et seq.*
- xxxix Section 22-26A-1 NMSA 1978, *et seq.* of the Public School Lease Purchase Act
- xl Section 22-8B-26 NMSA 1978.
- xli Section 22-8B-4(K) NMSA 1978.
- xlii Section 22-8B-4(J) NMSA 1978.
- xliii Section 22-8B-4 (K) NMSA 1978.
- xliv Section 22-8B-4.1 NMSA 1978.
- xlv Section 22-8B-5(G) NMSA 1978 (2006).
- xlvi 6.29.1.9(D) NMAC, including the guidance manual cited in that rule
- xlvi Section 22-2C-6 NMSA 1978.
- xlviii e.g. Public School Finance Act at Section 22-8-1 NMSA 1978, *et seq.*, and 6.20.2.1 NMAC [2006].
- xlix 6.60.9 NMAC
- l Section 22-8B-4(B) NMSA 1978 (2011).
- li Section 22-8-38(B)(4) NMSA 1978 (2011).
- lii Section 22-8-38 NMSA 1978 (2011).
- liii 6.80.4.16 NMAC [6/30/2008].
- liv 6.50.18 NMAC [2010] ("Use of Volunteers in Schools and School Districts).
- lv Section 22-8B-9(B)(16) NMSA 1978.
- lvi Section 44-7B-1 NMSA 1978, *et seq.*
- lvii Section 22-8B-12(J) NMSA 1978.
- lviii Section 22-8B-12(F) NMSA 1978
- lix Section 61-1-1 et seq. NMSA 1978 and associated rules and regulations

# New Mexico Public Education Commission Charter School Performance Framework

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For the \_\_\_\_\_ Academic School Year

To be used during the following academic school years:

2016-2017 Academic School Year  
(Organizational goals in section 6 will be  
eliminated when complete)  
2017-2018 Academic School Year  
2018-2019 Academic School Year  
2019-2020 Academic School Year  
2020-2021 Academic School Year

For Student Athlete Headquarters Academy



## **ABOUT THE PERFORMANCE FRAMEWORK**

In collaboration, the New Mexico Public Education Commission ("PEC") and the New Mexico Public Education Department have developed the following comprehensive Performance Framework to ensure that each and every charter school is serving students with a high-quality public education. The Performance Framework sets the academic, fiscal, and organizational standards by which PEC-authorized public charter schools will be evaluated, informing the PEC and charter school about the school's performance and sustainability.

By utilizing the Performance Framework as authorized in Section 22-8B-9.1 NMSA 1978, PEC will apply rigorous standards and metrics by which each and every public charter school is evaluated. This will enable multiple factors to be taken into account when evaluating public charter schools and making critical decisions such as renewal, modification, revocation, as well as determining necessary technical assistance.

Conditions placed on the School by the Authorizer, if any:

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# **ACADEMIC PERFORMANCE FRAMEWORK**

The Academic Performance Framework includes measures that allow the PEC to evaluate the school's academic performance or outcomes and was developed pursuant to the New Mexico Charter Schools Act. This section includes indicators, measures and metrics for student academic performance; student academic growth; achievement gaps in both proficiency and growth between student subgroups; if the charter school is a high school, post-secondary readiness; and, if the charter school is a high school, graduation rate (Section 22-8B-9.1.A. (1-3, 6, 7) NMSA 1978).

This section answers the evaluative question: Is the academic program a success? A charter school that meets the standards in this area is implementing its academic program effectively, and student learning is taking place.

For each measure, a school receives one of four ratings: "Exceeds Standard", "Meets Standard", "Does Not Meet Standard", or "Falls Far Below Standard".

The PEC has specified that all schools shall propose and then negotiate two academically-oriented mission specific indicators for each school year. Those will be listed in the "Academically-oriented Mission-specific indicators" section below. Each indicator must be listed separately and have its own rating system.

NOTE: If a school identifies a group or cohort of students that are the students that will be assessed in an indicator set forth below, that cohort must include at least 70% of the students that would have been included had the total group been considered, unless otherwise agreed upon by the PEC. (i.e. "Students that have attended the School for 2 or more years" must include at least 70% of the students in the school.)

## **REQUIRED ACADEMIC PERFORMANCE INDICATORS**

### **1. STATE AND FEDERAL ACCOUNTABILITY SYSTEM**

1. Is the school meeting acceptable standards according to New Mexico's A-F grading system?

*Exceeds Standard:*

- ▢ The school received an A on the state's grading system.

*Meets Standard:*

- ▢ The school received a B on the state's grading system.

*Meets Standard:*

- ▢ The school received a C on the state's grading system

*Does Not Meet Standard:*

- ▢ The school received a D on the state's grading system

## 1. STATE AND FEDERAL ACCOUNTABILITY SYSTEM

### **Falls Far Below Standard:**

- The school received an F on the state's grading system.

## 2.A. ACADEMICALLY-ORIENTED MISSION-SPECIFIC INDICATORS

**SHORT CYCLE READING ASSESSMENT.** Short Cycle Assessment data (NWEA) will be used to measure academic growth or proficiency in Reading for Full Academic Year (FAY) students.

**Growth.** In order to show growth (the first phrase in each of the standards set forth below), FAY students will demonstrate academic growth in Reading as measured by three short cycle assessments using NWEA MAP grade level assessment. The growth will be determined using NWEA MAP results for each student as set by the fall test. Students may show the growth on either of the winter or spring assessments. ("One year's growth" will be defined as the growth identified on the fall test on the Achievement Status and Growth Projection Report as the "projected RIT score. If the student matches or exceeds the "projected RIT" score in either the winter or the spring, then that student will have shown "one year's growth.")

**Grade Level Proficiency.** In order to show grade level proficiency (the second phrase in each of the standards set forth below), a student must test at "average", "high average" or "high" as identified on winter or spring test as shown on the NWEA MAP Grade or Class report

### **Exceeds Standard:**

- The school surpasses the target of this indicator if:

**85% or more of all students make one full year's growth in the reading short-cycle assessment scores when comparing beginning year results to later results OR test "average," "high average" or "high" on the winter or spring short-cycle assessment**

**AND**

**15% of the students listed above will show more than one year's growth**

### **Meets Standard:**

- The school meets the target of this indicator if:

**70-84% of students made at least one full year's growth in the reading short-cycle assessment scores when comparing beginning year results to later results OR test "average", "high average" or "high" on the winter or spring short-cycle assessment.**

### **Does Not Meet Standard:**

- The school does not meet the target of this Indicator if:

**60-69% of students made at least one full year's growth in the reading short-cycle assessment scores when comparing beginning year results to later results OR test "average", "high average" or "high" on the winter or spring short-cycle assessment.**

### **Falls Far Below Standard:**

- None of the standards set forth above are met.

## 2.B. ACADEMICALLY-ORIENTED MISSION-SPECIFIC INDICATORS

**NWEA/MAPS MATH SHORT CYCLE ASSESSMENT.** Short Cycle Assessment data (NWEA) will be used to measure academic growth or proficiency in Math for Full Academic Year (FAY) students Growth. In order to show growth (the first phrase in each of the standards set forth below), FAY students will demonstrate academic growth in Math as measured by three short cycle assessments using NWEA/MAP grade level assessment. The growth will be determined using NWEA/MAP results for each student as set by the fall test. Students may show the growth on either of the winter or spring assessments. ("One year's growth" will be defined as the growth identified on the fall test on the Achievement Status and Growth Projection Report as the "projected RIT" score. If the student matches or exceeds the "projected RIT" score in either the winter or the spring, then that student will have shown "one year's growth.")

**Grade Level Proficiency.** In order to show grade level proficiency (the second phrase in each of the standards set forth below), a student must test at "average", "high average" or "high" as identified on winter or spring tests as shown on the NWEA MAP Grade or Class report.

### Exceeds Standard:

- ☐ The school surpasses the target of this indicator if:

**80% or more of all students make one full year's growth in the math short-cycle assessment scores when comparing beginning year results to later results OR test "average," "high average," or "high" on the winter or spring short-cycle assessment**

**AND**

**10% of the students listed above will show more than one year's growth**

### Meets Standard:

- ☐ The school meets the target of this indicator if:

**70-79% of students made at least one full year's growth in the math short-cycle assessment scores when comparing beginning year results to later results OR test "average," "high average," or "high" on the winter or spring short-cycle assessment.**

### Does Not Meet Standard:

- ☐ The school does not meet the target of this indicator if:

**60-69% of students made at least one full year's growth in the math short-cycle assessment scores when comparing beginning year results to later results OR test "average," "high average," or "high" on the winter or spring short-cycle assessment.**

### Falls Far Below Standard:

- ☐ None of the standards set forth above are met.

# **FINANCIAL PERFORMANCE FRAMEWORK**

The Financial Performance Framework was developed pursuant to the New Mexico Charter Schools Act. This section includes indicators, measures and metrics for financial performance and sustainability (Section 22-8B-9.1A (8) NMSA 1978).

For each measure, a school receives one of three ratings: "Meets Standard," "Does Not Meet Standard," or "Falls Far Below Standard."

## **Process:**

- On a date specified in early August, following the final reporting on the previous FY, the school principal, school business manager and the chairman of the Finance Committee will complete and sign the questionnaire made up of the questions set forth below. ("current year" will refer to the year of the Performance Framework that completed on June 30.)
- The Budget Analyst for the school will confirm the information.
- Following that review, the liaison and the Budget Analyst will seek further information from the school, if necessary or if there are discrepancies between the school's understanding of an issue and the budget analyst's understanding of an issue.
- The liaison will score the indicator accordingly.

## **1. Operating Budgets**

1. Was the information required for the budget provided on time for the current year operational budget, and the previous year, if requested by the PEC or its delegee?

a. If not, why not?

b. If not, how long was it before it was turned in?

### ***1. Is the school timely submitting budget information?***

#### ***Meets Standard:***

o The school demonstrates evidence of substantial compliance with the timely submittal of operational budget information.

#### ***Working to Meet Standard:***

o The school did not submit budget information in a timely manner, and the school has instituted remedies that have resulted in compliance or prompt action toward compliance with law.

#### ***Falls Far Below Standard:***

o Evidence shows that the school did not submit budget information in a timely manner, and the school has not instituted remedies that have resulted in prompt and sufficient movement toward with law.

## **2. Audits**

2. To the best of the knowledge of the financial staff at the school, was the information required for the audits provided on time for the most recent audit?
  - a. If not, why not?
  - b. If not, how long was it before it was turned in?
  - c. What was the date of the letter from the school certifying its readiness to proceed with an audit review?

### ***2. Is the school timely submitting audit information?***

#### ***Meets Standard:***

- o The school demonstrates evidence of substantial compliance with timely submittal of audit information.

#### ***Working to Meet Standard:***

- o The school did not submit audit information in a timely manner, and the school has instituted remedies that have resulted in compliance or prompt action toward compliance with law.

#### ***Falls Far Below Standard:***

- o Evidence shows that the school did not submit audit information in a timely manner, and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

## **3. Periodic Reports**

### 3. Cash report and Actual report

- a. Is this school on quarterly or monthly reporting?
  - i. If on monthly, please identify the reason for the monthly requirement.
  - ii. During the current fiscal year, was the school ever required to report monthly?
    - 1. If so, please identify the reason for the monthly requirement.
- b. Were the reports for the current year turned in on time? (Please explain for each late report)
  - i. If not, why not?
  - ii. If not, how long was it before it was turned in?
- c. For the current year, did the actual expenditures plus encumbrances ever exceed the budget authority within function (such as 1000, 2000, 3000, etc.)?
  - i. If so, why did that occur?
  - ii. If so, was it corrected with a budget adjustment?
  - iii. How long did that process take to correct the issue(s)?
  - iv. If it was not corrected, why not?
  - v. Do the school's actual expenditures plus encumbrances exceed the budget authority now?
- d. For each of the last four reports, was the existing cash balance plus anticipated SEG funding sufficient to cover the next month's expenditures at that time?
  - i. If not, why not?

*3. Is the school timely submitting required reports which show sufficient financial management?*

**Meets Standard:**

- o The school demonstrates evidence of substantial compliance with timely submittal of required reports.

**Working to Meet Standard:**

- o The school has not implemented the timely submittal of required reports in the manner described above, and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

**Falls Far Below Standard:**

- o Evidence shows that the school has not implemented the timely submittal of required reports in the manner described above, and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

#### **4. Expenditures**

4. Were there any invoices pending for more than 90 days in the current year?

- a. If so, why were these invoices pending for so long?
- b. Are any of these pending now?
- c. If so, what is the anticipated payment schedule?

4.1. Were payroll liabilities (Payroll Taxes, New Mexico withholding, NIMPSIA, NMRHC, NMERB, Worker's comp, State Unemployment) paid timely in the current year?

- a. If not, why not?
- b. Are any of these liabilities not up-to-date now?
- c. If not, what is the anticipated payment schedule?



#### 4. Is the school timely paying expenditures?

**Meets Standard:**

- o The school demonstrates evidence of substantial compliance with timely paying expenditures.

**Working to Meet Standard:**

- o The school has not timely paid expenditures in the manner described above, and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

**Falls Far Below Standard:**

- o Evidence shows that the school has not paid expenditures in the manner described above, and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

### **5. Reimbursements**

#### 5. Were all requests for reimbursements submitted to meet PED-mandated deadlines in the current year?

- a. If not, why not?
- b. Have you received any indication that any reimbursement requests may be/were denied for any reason?
- c. If so, what is/was the reason being given?

#### 5. Is the school timely seeking reimbursement?

**Meets Standard:**

- o The school demonstrates evidence of substantial compliance in seeking reimbursements.

**Working to Meet Standard:**

- o The school has not timely sought reimbursement in the manner described above, and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

**Falls Far Below Standard:**

- o Evidence shows that the school has not timely sought reimbursement in the manner described above, and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

### **6. Audit Reviews**

6. The last released audit by the State Auditor was for FY \_\_\_\_\_. Was the school specifically identified in the opinion that was issued regarding the School's last released audit by the State Auditor?
- a. If so, what was the text of the specifically identified section?
  - b. What were the audit findings from the last released audit?
  - c. Were any findings considered Material Weaknesses?
  - d. What has the school done to correct these audit findings?
  - e. Were any of the audit findings a repeat finding from any prior period?
    - i. If so, what was the repeat finding(s)?
    - ii. Please explain the reason for the repeat finding(s).
    - iii. What has the school done to correct it?

#### ***6. Is the school responsive to audit findings?***

***Meets Standard:***

- o The school demonstrates evidence of responding to audit finding in a manner which looks to be sufficient to remedy the audit finding?

***Working to Meet Standard:***

- o The school has not responded to audit findings in the manner described above, and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

***Falls Far Below Standard:***

- o Evidence shows that the school has not responded to audit findings in the manner described above, and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

#### **7. Meals**

7. Do you serve meals to students?
- a. If yes, do you enter into contracts with food service management companies?
  - b. Were any audit findings noted regarding those food contracts?
  - c. Please explain the reason(s) for the finding(s).
  - d. What has the school done to correct these audit finding(s)?

#### ***7. Is the school managing food service contracts appropriately?***

**Meets Standard:**

- o The school demonstrates evidence of managing food service contracts appropriately without audit finding.

**Working to Meet Standard:**

- o The school has not demonstrated evidence of managing food service contracts in the manner described above, and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

**Falls Far Below Standard:**

- o Evidence shows that the school has not demonstrated evidence of managing food service contracts in the manner described above, and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

## **8. General Information**

8. Have you received any written indication in the current year from the assigned PED budget analyst that he/she had concerns regarding the school's finances?
  - a. If so, what was the concern identified?
  - b. What was the school's response to these concern(s)?
  - c. What was the resolution of these concern(s)?

# **ORGANIZATIONAL PERFORMANCE FRAMEWORK**

The Organizational Framework primarily lists the responsibilities and duties of charter schools that the schools are already required to meet through state and federal laws. It was developed pursuant to the New Mexico Charter Schools Act. This section includes indicators, measures and metrics related to attendance; recurrent enrollment from year to year; and governing body performance, including compliance with all applicable laws, rules and terms of the charter contract (Section 22-8B-9.1A (4, 5, 9) NMSA 1978).

NACSA Principles & Standards (2012) states that,

“A Quality Authorizer implements an accountability system that effectively streamlines federal, state, and local...compliance requirements while protecting schools’ legally entitled autonomy and minimizing schools’ administrative and reporting burdens” (p. 16).

For each measure a school receives one of three ratings: “Meets Standard,” “Working to Meet Standard” and “Falls Far Below Standard” which are defined below. The term “material” used below means that the PEC deems the matter relevant to:

1. The PEC’s accountability decisions including but not limited to decisions about whether to renew, non-renew, suspend, or revoke a charter, or
2. Information that a family would consider relevant to a decision to attend the school.

The Performance Framework is the basis of the annual school review process, and the data and evidence resulting from the annual review will ultimately inform the PEC’s renewal decision. If a school receives a “Working to Meet Standard” or “Falls Far Below Standard,” this may result in closer PEC review the following year on that indicator, the PEC may require a corrective action plan or take other appropriate action.

## ***Meets Standard:***

The school meets the standard if it satisfies each of the conditions described in the paragraph.

## ***Working to Meet Standard:***

The school has not implemented the program in the manner described below; the program area(s) not implemented were material; and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

## ***Falls Far Below Standard:***

Evidence shows that the school has not implemented the program in the manner described below; the program area(s) not implemented were material; and, the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

## **1. EDUCATIONAL PLAN**

**1.a. Is the school implementing the material terms of the approved charter application as defined in the Charter Contract?**

***Meets Standard:***

- The school demonstrates evidence of substantially achieving the material terms of the approved charter application in all respects as defined in the Charter Contract.

***Working to Meet Standard:***

- The school has not implemented the program in the manner described above, and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

***Falls Far Below Standard:***

- Evidence shows that the school has not implemented the program in the manner described above, and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

**1.b. Is the school complying with applicable education requirements?**

***Meets Standard:***

- Unless waived, the school demonstrates compliance with applicable laws, rules, and regulations relating to education requirements:
  - Instructional days or hours requirements;
  - Next Step Plan;
  - Graduation requirements;
  - Promotion/retention requirements;
  - Content standards, including Common Core;
  - Educational Plan for Student Success (EPSS);
  - State assessments including NMSA 22-2C-1, et. seq. and if a high school, 22-2-8.11;
  - Implementation of mandated programming as a result of state or federal funding; and
  - Parent surveys as required by 22-2C-11.

***Working to Meet Standard:***

- The school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

***Falls Far Below Standard:***

- Evidence shows that the school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

**1.c. Is the school protecting the rights of all students?**

**Meets Standard:**

- The school demonstrates compliance with applicable laws, rules, and regulations relating to the rights of students by:
  - Development and adherence to legally compliant policies related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment, including rights to enroll or maintain enrollment;
  - Adherence to due process protections, privacy, civil rights and student liberties requirements, including 1st Amendment protections and the Establishment Clause restrictions prohibiting public schools from engaging in religious instruction; and
  - Development and adherence to legally compliant student discipline policies including discipline hearings, suspension and expulsion policies.

**Working to Meet Standard:**

- The school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

**Falls Far Below Standard:**

- Evidence shows that the school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

**1.d. Is the school protecting the rights of students with special needs?**

**Meets Standard:**

- The school demonstrates compliance with applicable laws, rules, and regulations, including but not limited to, the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act, and laws relevant to gifted children, relating to identification and referral of those suspected of having a disability or intellectual ability and providing services for students with identified needs.

**Working to Meet Standard:**

- The school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

**Falls Far Below Standard:**

- Evidence shows that the school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

**1.e. Is the school protecting the rights of English Language Learner students?**

**Meets Standard:**

- The school demonstrates compliance with applicable laws, rules, and regulations, including, but not limited to, Title III of the Elementary and Secondary Education Act (ESEA) and US Department of Education authorities, relating to English Language Learner requirements.

**Working to Meet Standard:**

- The school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

**Falls Far Below Standard:**

- Evidence shows that the school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

**1.f. Is the school complying with compulsory attendance laws?**

**Meets Standard:**

- The school demonstrates compliance with applicable laws, rules, and regulations relating to compulsory school attendance.

**Working to Meet Standard:**

- The school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

**Falls Far Below Standard:**

- Evidence shows that the school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

**1.g. Did the school meet the following recurrent enrollment goals?**

n/a – New School

(To be completed upon negotiation with the PEC of the Performance Indicators prior to the start of a new school year)

A. The school has the following enrollment at the present time:  
\_\_\_\_\_

B. Out of these total students, the following students are eligible for re-enrollment at the school:  
\_\_\_\_\_

C. Out of these total students, the following students are not eligible for re-enrollment at the school:  
\_\_\_\_\_

D. Describe the reasons that the students identified immediately above are not eligible for re-enrollment:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OR Other method for assessing recurrent enrollment goals  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Meets Standard:**

- ☐ Of the students eligible for re-enrollment, at least 85% of these students did re-enroll in the school.

**Working to Meet Standard:**

- ☐ Of the students eligible for re-enrollment, at least 50% of these students did re-enroll in the school.

**Falls Far Below Standard:**

- ☐ Of the students eligible for re-enrollment, less than 50% of these students did re-enroll in the school.



## 2. BUSINESS MANAGEMENT AND OVERSIGHT

### 2.a. Is the school meeting financial reporting and compliance requirements?

#### *Meets Standard:*

- The school demonstrates complete and timely compliance with applicable laws, rules, and regulations relating to sound financial principles and financial reporting requirements:
  - Submittal of all documentation related to the use of public funds including, annual budgets, revised budgets, if any, periodic financial reports as reasonably required by the PEC and set forth in the Charter Contract, and any reporting requirements if the school contracts with an education service provider;
  - Submittal of information required to conduct and complete the annual independent audit;
  - Development and adherence to sound internal control policies; and
  - Development and adherence to purchasing protocols that comply with the New Mexico Procurement Code, and all other applicable purchasing laws.

#### *Working to Meet Standard:*

- The school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

#### *Falls Far Below Standard:*

- Evidence shows that the school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

### 2.b. Is the school following Generally Accepted Accounting Principles?

#### *Meets Standard:*

- The school demonstrates compliance with applicable laws, rules, and regulations relating to financial management and oversight expectations as evidenced by:
  - An unqualified audit opinion;
  - An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses; and
  - An audit that does not include an ongoing concern disclosure in the notes or an explanatory paragraph within the audit report.

#### *Working to Meet Standard:*

- The school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

#### *Falls Far Below Standard:*

- Evidence shows that the school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

### 3. GOVERNANCE AND REPORTING

#### 3 a. Is the school complying with governance requirements?

**Meets Standard:**

- The school demonstrates compliance with applicable laws, rules, and regulations relating to charter school governance through the adoption of and adherence to
  - All required school policies;
  - The Open Meetings Act and Inspection of Public Records Act;
  - A conflicts of interest policy;
  - An anti-nepotism policy;
  - Governing body organization and membership rules (e.g. bylaws);
  - Creation of required committees of the Governing body;
  - Governing body mandated training requirements;
  - The Governing body has a plan in place for body succession;
  - Governing body members are replaced within 45 days of the vacancy occurring.

**Working to Meet Standard:**

- The school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

**Falls Far Below Standard:**

- Evidence shows that the school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

#### 3 b. Is the school holding management accountable?

**Meets Standard:**

- The school demonstrates timely compliance with applicable laws, rules, and regulations relating to oversight of school management:
  - (Head of School) The governing body provides a written annual evaluation of the head of school that holds the head of school accountable for performance expectations.
  - (Partner Organizations) The governing body periodically reviews the relationship and contracts with a partner organization identified in the approved charter application, as may be amended.

**Working to Meet Standard:**

- The school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

**Falls Far Below Standard:**

- Evidence shows that the school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

## 4. EMPLOYEES

### 4.a. Is the school meeting teacher and other staff credentialing requirements?

#### *Meets Standard:*

- The school demonstrates compliance with applicable laws, rules, and regulations relating to state certification requirements of teachers and other staff, including Title II of the ESEA for Highly Qualified Teachers and Paraprofessionals, and that the school has a licensed business manager. Credentials match the assigned work of employees or independent contractors.

#### *Working to Meet Standard:*

- The school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

#### *Falls Far Below Standard:*

- Evidence shows that the school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

### 4.b. Is the school respecting employee rights?

#### *Meets Standard:*

- The school demonstrates compliance with applicable laws, rules, and regulations relating to employment, including:

- School Personnel Act;
- Charter School Act;
- Family Medical Leave Act; and
- Americans with Disabilities Act.

The school develops and adheres to policies that demonstrate that the school:

- Does not interfere in employees' rights to organize collectively.
- Provides professional development and timely teacher evaluations.

The school develops and adheres to legally compliant personnel policies and an employee handbook that outline disciplinary and grievance procedures.

#### *Working to Meet Standard:*

- The school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

#### *Falls Far Below Standard:*

- Evidence shows that the school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

### 4.c. Is the school completing required background checks?

**Meets Standard:**

- The school demonstrates compliance with applicable laws, rules, and regulations relating to background checks of all individuals associated with the school, including staff and members of the community, where required.

**Working to Meet Standard:**

- The school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

**Falls Far Below Standard:**

- Evidence shows that the school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

**4.d. General Information**

(Complete with regard to the present fiscal year and the previous fiscal year)

**Note:** The following information is provided for information only and is not an indicator that is scored or will be considered in the renewal process or in a revocation process. The PEC may choose to negotiate an indicator(s) with the school for the next year, depending on the information provided. If indicators are negotiated, those indicators will be considered in the renewal application or in a revocation process.

Has the school had more than 20% turnover in personnel in each of the past two years?

\_\_\_ Yes      \_\_\_ No

If so, please complete the following:

a. Please identify the reason for the turnover. \_\_\_\_\_

\_\_\_\_\_

b. What impact do you see this having on the school and what actions are you taking to reduce the impact on the school?

\_\_\_\_\_  
\_\_\_\_\_

c. What actions are you taking to retain staff?

\_\_\_\_\_

d. What actions are you taking to ensure that staff hired will work well at the school?

\_\_\_\_\_

**5. SCHOOL ENVIRONMENT**

**5.a. Is the school complying with facilities requirements?**

**Meets Standard:**

- The school demonstrates compliance with applicable laws, rules, and regulations relating to the school's facilities. The school shall provide evidence of the following:
  - Certificate of occupancy or other required building use authorization;
  - Compliance with the facility condition rating requirements of NMSA 22-8B-4.2 as it applies to the school;
  - Approved 5 year facility master plan;
  - Approved 5 year facilities maintenance plan;
  - Fire inspections and related records;
  - If applicable, approved list of facility variances; and
  - If applicable, student transportation programs.

**Working to Meet Standard:**

- The school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

**Falls Far Below Standard:**

- Evidence shows that the school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

**5.b. Is the school complying with health and safety requirements?**

**Meets Standard:**

- The school demonstrates compliance with applicable laws, rules, and regulations relating to safety including the provisions of providing health related services, if such services are provided. The school shall provide evidence of the following:
  - Approved Safe Schools Plan;
  - Completion of School Health Rules Checklists;
  - Providing appropriate health services and dispensing of pharmaceuticals;
  - Meeting food services requirements, if food services are offered; and
  - Meeting the requirements of other resources offered, if applicable.

**Working to Meet Standard:**

- The school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

**Falls Far Below Standard:**

- Evidence shows that the school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

**5.c. Is the school handling information appropriately?**

**Meets Standard:**

- The school demonstrates compliance with applicable laws, rules, and regulations relating to security of information. The school shall provide evidence of the following that shows that the school:
  - Maintains required information in the STARS data system;
  - Collects and protects student information that has the potential of being used in discriminatory ways or otherwise contrary to law;
  - Maintains the security of and provides access to student records under the Family Educational Rights and Privacy Act and other applicable authorities;
  - Allows access to documents maintained by the school under the Inspection of Public Records Act and other applicable laws;
  - Timely transfers student records;
  - All records are safe from fire and theft and stored in a retrievable manner;
  - All student records are retained and disposed of pursuant to state requirements; and
  - Properly and securely maintains testing materials.

**Working to Meet Standard:**

- The school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance with law.

**Falls Far Below Standard:**

- Evidence shows that the school has not implemented the program in the manner described above; the program area(s) not implemented were material; and the school has not instituted remedies that have resulted in prompt and sufficient movement toward compliance with law.

## **6. SCHOOL SPECIFIC TERMS**

**NOTE:** These new school indicators will be used until the school meets standards on these indicators. These goals will be eliminated after the school meets standards.

**6.a. Is the school working to appropriately with assessment data?**

**School leadership will institute a short cycle assessment program and test students at least in the fall, winter and spring.**

**School leadership will provide evidence that the school leadership was trained in the reporting available through the short cycle assessment program and generated reports from the short cycle assessment showing student proficiency and growth.**

**Meets Standard:**

- The school will provide evidence of the training received in the short cycle assessment reporting and provide evidence of the reports utilized by the school.

**Working to Meet Standard:**

- The school has not provided the evidence set forth above, but has a plan for remediation of this short fall.

**Falls Far Below Standard:**

- Evidence shows that the school has not implemented the program in the manner described above.

**School leadership will provide evidence that the Governing Board was provided instruction on how to interpret the short cycle assessment comprehensive reports (rather than individual student reports), and the reports were discussed with the Board to inform Board decision-making.**

**Meets Standard:**

- The school will provide evidence of the reports provided to Governing Board members and minutes of the Governing Board meeting where the reports were discussed.

**Working to Meet Standard:**

- The school has not provided the evidence set forth above, but has a plan for remediation of this short fall.

**Falls Far Below Standard:**

- Evidence shows that the school has not implemented the program in the manner described above.

**School leadership will provide evidence that the teachers were provided instruction on how to interpret the short cycle assessment reports for their students and their class to inform instruction, and the reports were utilized in the classroom to inform instruction by targeting specific needs and addressing any issues raised in the reporting.**

**Meets Standard:**

- The school will provide evidence of the reports provided to teacher and documentation of the use of this data in the classroom.

**Working to Meet Standard:**

- The school has not provided the evidence set forth above, but has a plan for remediation of this short fall.

**Falls Far Below Standard:**

- Evidence shows that the school has not implemented the program in the manner described above.

The Public Education Commission and Charter School agree to the terms specified in this Performance Framework.

**Approved:**

**New Mexico Public Education  
Commission**

By: Patricia Gipson

Title: Chair

Signature:

Date:

**Approved:**

**Student Athlete Headquarters  
Academy**

By: ~~XXXXXXXXXX~~ DAVID BEACH

Title: Chair

Signature: 

Date: 6-8-16



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# Student Athlete Headquarters Academy Charter School 2016 - 2021 Contract

## Exhibit 2: Waivers

<p><u>Section 4.01(f)(i)</u> Automatic Waivers that the Charter intends to utilize, and the alternative provisions that the School will use instead of the waiver provision</p>	<p><u>Waiver</u>  Individual Class Load</p>	<p><u>Alternative Proposed</u>  The school utilizes this waiver to allow flexibility scheduling online and face-to-face courses.</p>
	<p>Teaching Load</p>	<p>The School may have any number of students in any grade, provided that the total enrollment does not exceed the approved cap on the enrollment.</p>
	<p>Length of School Day</p>	<p>The school utilizes this waiver to allow flexibility in scheduling faculty professional development.</p>
	<p>Staffing Pattern</p>	<p>The school utilizes this waiver to allow for flexibility in course scheduling with the understanding that all instructional staff must be appropriately licensed.</p>
	<p>Subject Area</p>	<p>The school utilizes this waiver to allow for flexibility with the understanding that all students must meet NM graduation requirements.</p>
	<p>Purchase of Instructional Materials</p>	<p>The school utilizes this waiver to allow for flexibility in blending online and face-to-face course materials</p>
	<p>Evaluation standards for School personnel</p>	
	<p>School Principal duties</p>	<p>The school utilizes this waiver to allow the school's principal to serve in capacities that might fall outside that of a typical principal.</p> <p>The Charter Schools Act provides that a charter school top executive is referred to as a "head administrator". NMSA 1978, 22-8B-10(A). The NMPED regulation defines "head administrator" as "the duly licensed school administrator who is the chief executive officer of the charter school," and "chief executive officer" means the person with duties similar to that of a superintendent as set forth in 22-5-14 NMSA 1978, 6.80.4.7. Thus, the duties of a charter school administrator include: carrying out educational policy and rules of the governing body, administering and supervising the school, making all employment decisions, preparing and overseeing the school budget, and such other functions as required by law.</p> <p>The responsibilities of a charter school head administrator include, but may differ from a school district building "principal", as defined in NMSA 1978, 22-10A-18. Thus, school's head administrator will have assignments and duties that differ from the statutory definition of a "principal".</p>

	Driver education	Not offered.
<u>Section 4.01(f)(ii)</u> Discretionary Waivers that the Charter proposes, and the rationale for these waivers (i.e. flexibility to modify number of students per grade while keeping within total cap)	Waiver	Rationale for Request

**STUDENT ATHLETE HEADQUARTERS ACADEMY**  
**Resolution 001-2016**

*(Re: Approval of Charter Contract and Performance Framework)*

BE IT RESOLVED, by the Governing Council of the Student Athlete Headquarters Academy ("Council") that:

WHEREAS the Council is the governing body of Student Athlete Headquarters Academy, a New Mexico public charter school ("School").

WHEREAS the Council, met for a regular meeting at 1404 Lead SE, Albuquerque, NM 87106, at 1:30 p.m. on June 8, 2016; notice of the meeting was given as required by law;

WHEREAS the School is a public charter school authorized by the New Mexico Public Education Commission ("NMPEC");

WHEREAS on the NMPEC voted to approve the School's charter application during its September 24, 2015 public meeting; and

WHEREAS on May 31, 2016, the School and the NMPEC subcommittee met in good faith to negotiate the charter contract pursuant to NMSA 1978, §22-8B-9(A). The Council has reviewed the NMPEC's proposed Charter Contract along with all Exhibits (Exhibit 1 – NMPEC Approval; Exhibit 2 – Waivers; Exhibit 3 – Performance Framework; Exhibit 3.1, and Exhibit 3.2) that are attached as Exhibit A to this Resolution and finds that the terms and conditions are acceptable.

NOW, THEREFORE, BE IT RESOLVED BY the Student Athlete Headquarters Academy Governing Council that:

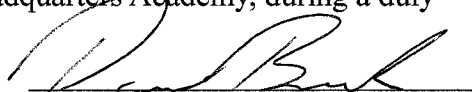
The Council agrees to the terms and conditions set forth in the Charter Contract and all Exhibits (Exhibit 1 – NMPEC Approval; Exhibit 2 – Waivers; Exhibit 3 – Performance Framework; Exhibit 3.1, and Exhibit 3.2).

The President of the Council is hereby authorized to execute all documents necessary to effectuate the Charter Contract with the New Mexico Public Education Commission.

The motion was duly made, seconded, and 5 voted in **favor**; 0 **against**; and     **abstained**; the motion carried/failed.

**RESOLUTION DECLARED ADOPTED.**

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the Governing Council of Student Athlete Headquarters Academy, during a duly convened meeting held on June 8, 2016.

  
David Beach, Chair





II. Consent Agenda

1. Minutes of Meeting from regular meeting May 6, 2016
2. Contracts
  - a. Vigil Group
  - b. APTA contract - financial software Vigil group will use
  - c. Legal - Patty Matthews
  - d. Lease Agreement
  - e. Policy and Bylaws updates from CSD Planning year documents

III. Public Comments

IV. Reports

- a. Chair's Report
  - \* XQ process was incredible
- b. Director's Report
  - \* Board involvement
- c. Treasurer's Report with Business Manager
  - \* Mackenzie reminded us of the E-occupancy requirement

V. Committee Reports - showing the standing committees that will be reporting in the future

- a. Finance Committee - currently Gary Stepic and Michael Carillo members
- b. Audit Committee - not needed until next year
- c. Academic Efficacy Committee - David Beach and Charlotte Rode
- d. Council Development Committee - recruiting and training - Paul Fragua and Dana Allen

VI. Action Items

1. Approve the Consent Agenda
2. Approve the Charter Contract
3. Approve the School Director Contract offer (can be differed to executive session)

Action Item	1	2	3
David Beach Chair	Move Aye	Move	Move
Dana Allen			
Michael Carillo	Second Aye	Aye	Aye



Governing Council Meeting  
Wednesday, June 8, 2016  
1:30 pm

## Draft Minutes

I. Call to Order and Roll Call 1:45 pm

Board Member	Present	Absent	On the phone
David Beach Chair	X		
Dana Allen		X	
Michael Carillo	X		
Paul Fragua	X		
Gary Stepic	X		
Charlotte Rode	X		

Others Present	Association	Present	Speaker
Justine Roybal	Business Manager		
Darrell Garcia	Director candidate	X	
Mackenzie	Vigil Group	X	

Action Item	1	2	3
<b>Paul Fragua</b>	Aye	Aye	Aye
<b>Gary Stepic</b>	Aye	Second	Aye
<b>Charlotte Rode</b>	Aye	Aye	Second Aye
<b>Total Yae / Nay</b>			

**VII. New Business**

- a. ACR contract - Stars reporting
- b. Elections for July
- c. Lobbying contract with Richard Romero, Sue Griffith and Michael
- d. Recruiting one new member
- e. Contract with Edgenuity
- f. Board budget
- g. Marketing
- h. Staff hires

**VIII. Old Business**

- \* None

**IX. Executive Session to discuss personnel issues**

- \* None

**X. Next Governing Council Meeting scheduled for June 29th, 2016 at 2:30 PM**

- \* Finance Committee will meet at 2:00 pm

**XI. Adjourn 2:42 PM**



