

AGENDA ITEM EXECUTIVE SUMMARY

- I. Public Education Commission Meeting Date:** January 13, 2017
- II. Item Title:** DISCUSSION AND POSSIBLE ACTION TO COMMENCE OPERATIONS 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. This was 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 school charter 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 has met with CSD on July 28th, August 18th, September 15th, and October 3rd, and has fundamentally complied with this recommendation.

During these meetings CSD provided technical support on various issues and identified any outstanding concerns.

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. Based on this analysis, CSD has the following outstanding concerns:

- The materials presented by the school continue to present Conflict of Interest concerns

- Principals (Directors, staff, or board members) appear to overlap organizations.
- The Founder of SAHQ Backers may also be the Founder of SAHQ Academy and may also be the Founder of SAHQ Gym.
- A governing body member of SAHQ Academy may be related by consanguinity to a director of SAHQ Backers and to an agent of SAHQ Backers as a volunteer or staff of SAHQ Gym.
- A Governing Body member of SAHQ Academy may be an agent of SAHQ Backers as a volunteer or staff of SAHQ Gym.
- A SAHQ Backers Director may be a volunteer or staff of SAHQ Gym and may contract with SAHQ Academy.
- SAHQ Academy Governing Body Member may be an agent of and have a financial interest in SAHQ Backers for which the school contacts for both facilities and services.
- The school has not presented all MOUs and agreements as directed by the PEC and the materials presented by the school indicate it may not be compliant with the school's own conflict of interest policy.
- The program described on the school's website appears to differ substantially from the program described in the charter school application:
 - The educational model proposed in the application appeared to indicate students would be on campus in a blended learning model from 8 AM to 4 PM Monday through Friday. The application detailed a program that included *daily* workouts, *daily* classroom instruction, and a *daily* sport-science program.
 - However, the student handbook references "scheduled" days and "non-scheduled" days which indicates the school may not be implementing *daily* instruction.
 - The school's registration documents indicate a program of only 27.5 hours of instruction which is not consistent with the provided school schedule and indicates school may not be implementing *daily* instruction.
 - The school is now proposing a middle school enrichment program and Math tutoring program, to take place during the regularly scheduled school day, which was not described in the charter application.
 - The school is now proposing "Half-Day Fridays" which were not described in the application.
- The possible partial schedule versus a daily schedule does not comply with PEC guidance:

COMMISSIONER SHEARMAN: But I did not vote for a school where students come to school two-and-a-half days. I did not. That is not what I read in your application. (Page 140.)

VICE CHAIR GIPSON: I would just like to follow up on that idea before I hear from anyone else. I also have a similar concern, because my vote was

for a school that had intensive athletic programs. And when a student is only on campus two-and-a-half days out of the week, I don't see the -- the incorporation of the intensive athletic program when they're allowed to be home as much as they could be. (Page 140-141.)

- The school lease does not appear to be in the best interest of the school and is not compliant with PSFA standardized lease terms.
 - Specifically, the lease cost, is substantially above the assessed value of the property.
 - Specifically, the school assesses additional charges based on the number of students enrolled, rather than the amount of space utilized.
- The application described a substantial “Sports Science” curriculum with labs. At this time, the school has not provided any evidence of this “Sports Science Curriculum”.
- The school has failed to demonstrate that it has developed comprehensive legally sufficient policies. Specifically, CSD’s evaluation has identified deficiencies in each of the following policies:
 - Enrollment/Lottery
 - Distance Learning

Based on the evaluation analysis summarized above which describes the outstanding issues and concerns with the school, CSD is concerned that SAHQ Academy has not adequately addressed all identified deficiencies or concerns and that the school is not prepared to operate a charter school that will improve student achievement.

Recommendation

At this time, CSD recommends that the Commission table this matter, and establish a date by which the school must address the concerns identified within this summary.

Proposed Motion Language

- Motion To Table This Matter:

I move that this matter be tabled until such time as the school can adequately address the concerns identified within this summary. The school must correct these issues no later than [DATE TO BE ESTABLISHED BY THE PEC] in order to commence operations in the FY18 school year.

- Motion To Continue To Suspend The Charter:

For the reasons identified in the analysis provided by CSD and stated on the record today by the Public Education Commission, I move that the Public Education Commission continue to suspend the SAHQ Academy charter until the school has addressed all concerns and deficiencies identified within this summary and satisfied the conditions imposed by the commission before commencing full operations.

- **Motion To Commence Operations:**

I move to approve SAHQ Academy to commence operations beginning on July 1, 2017 for a five year term ending on June 30, 2022 because the school has met all conditions established by the PEC by [PEC TO DESCRIBE HOW CONDITIONS WERE MET].

SAHQ ACADEMY – PROPOSED CALENDAR OF MEETINGS & SUBMISSION DEADLINES

MEETINGS		
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.		
Meeting	Date of Meeting:	Completion
Meeting #1: School and PED meet to further discuss SPED, ELL, and Wellness issues and 9/1/16 Submission Requirements.	Thursday, August 18th 2016.	<input checked="" type="checkbox"/> Meeting Held Meeting held to review submission concerns and to discuss SPED & ELL issues. Wellness was rescheduled for 9.15.16.
Meeting #2: School and PED meet to further discuss review of 9/1/16 Submission and 9/27/16 Submission Requirements.	Thursday, September 15, 2016.	<input checked="" type="checkbox"/> Meeting Held Meeting held to review submission concerns and to discuss Health and Wellness issues and corrective action plans.
Meeting #3 School and PED meet to further discuss review of 9/27/16 Submissions.	Thursday, October 13th, 2016.	<input checked="" type="checkbox"/> Meeting Held Meeting held to review submission concerns and to discuss mentorship requirements and instructional methods.
Document and Material Submissions Deadlines		
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.

INDICATORS	DOCUMENTATION	Date of Completion	COMMENTS
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)	8.24.16	
	<input checked="" type="checkbox"/> Signed contract with position description	8.24.16	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.	9.26.16	
2) Staffing Plan	<input checked="" type="checkbox"/> Status report on recruitment and hiring to meet staffing plan provided in application	8.29.16	

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>	8.24.16	
4) List of Governing Board Members including positions held and contact information.	<input checked="" type="checkbox"/>	8.24.16	
5) Written curriculum development plan, including timeline, success benchmarks, and responsible parties 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 28th, 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>	8.30.16	

	<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.	☒	9.8.16	
7) Protocols and Policies for Implementation of RTI and SAT processes (6.29.1.9 NMAC)	☒	9.1.16	
<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>	9.1.16	

<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.	9.26.16	
	☒The school must adequately describe how the governing body will monitor school outcomes.	8.24.16	
	☒The school must provide an adequate staffing or recruitment plan that will ensure the school hires a skilled and capable administrator.	9.1.16	

Status report on development/acquisition of facilities that meet E-Occupancy, NMCI requirements, and ownership/lease requirements (22-8B-4.2 NMSA)	<input type="checkbox"/>		<ul style="list-style-type: none"> Lease does not appear to be in the best interest of the school. <ul style="list-style-type: none"> Specifically, the lease cost, is substantially above the assessed value of the property. Specifically, the school assesses additional charges based on the number of students enrolled, rather than the amount of space utilized. Lease is not compliant with PSFA standardized lease terms. These terms are not required, but can help the school create a lease that protects the best interest of the school. <p>Note: The school provided a document showing the costs per square foot is above average compared to New Mexico but below average compared to Albuquerque. However, higher value properties <i>should</i> have higher costs per square foot. It would not be appropriate for a facility to charge the average rate of an Albuquerque public facility unless the value of the property was equivalent to the average Albuquerque public facility.</p>
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.	☒	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 NMCCSS aligned curriculum.			<p>The school provided a schedule on 1.4.17. This schedule indicates:</p> <ul style="list-style-type: none"> ➤ The school will operate instructional program time from 8:00 AM – 4:00 PM, Monday - Thursday. ➤ The school has 1 lunch period of 30 minutes, no breaks, and no passing periods, Monday-Thursday. ➤ This supports a Monday-Thursday instructional time of 7.5 hours (or 450 minutes). ➤ The schedule indicates the school will operate instructional program time on Fridays from 8:00 AM – 12:00 PM. ➤ Fridays there are no lunches, no passing periods, and no breaks. ➤ This supports a Friday Instructional time of 4 hours. <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"> • These start times and end times are inconsistent with the schedule provided in the charter school application because they indicate “half days” for Fridays whereas the charter application had indicated full days. <ul style="list-style-type: none"> ○ Application language: <p><i>Instructional hours are Monday – Friday 8am to 4pm.</i></p> <ul style="list-style-type: none"> ○ Application language:

				Friday
			8-11:55	MS online
				HS Project
			12-12:55	Lunch / huddle
			1-4	Electives.
			<ul style="list-style-type: none">• This daily schedule is inconsistent with the family handbook which indicates students have “scheduled days and “non-scheduled days”• This revised schedule indicating an instructional time of 34.5 hours a week is inconsistent with the registration materials which indicate students may attend school for only 27.5 hours a week.• This schedule is inconsistent with the family handbook and registration materials which together appear to indicate students may only be attending class 3 days a week. The school application indicated <i>daily</i> attendance.	
4) Plan and forms to implement Professional Development Plans (PDPs) for individual teachers	☒	9.26.16		
5) General professional development plan	☒	10.14.16		
6) Mentorship program plan for new teachers. (6.60.10 NMAC)	☒	10.14.16		
7) Obtain the Public Education	☐ <i>Determine by this deadline (10/1/16)</i>		<ul style="list-style-type: none">• School advised verbally during meeting on 9.1.16 that they will not be pursuing	

<p>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>	<p><i>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 28th, 2016, the PEC has indicated on the record that it finds the current educational model a substantial proposed change.</i></p>		<p>changes to the education model and will implement the model that the school initially proposed.</p> <ul style="list-style-type: none"> • Nonetheless, based upon the totality of the documents received, it appears the school is now contemplating a model that indicates: <ul style="list-style-type: none"> ○ Students may attend class from 8:00 AM – 4:00 PM Monday through Thursday and 8:00 AM – 12:00 PM on Fridays. ○ Students are only required to be in class on “scheduled” days. It is unclear how days are scheduled. <ul style="list-style-type: none"> ▪ This may not be consistent with application requiring <i>daily</i> attendance. ▪ This may not be consistent with PEC guidance that a program would not be accepted that required students to be on campus only part of the week. ○ 6-8th graders have the option of middle school plus enrichment programs from 8-4 PM Tuesday – Thursday. ○ Friday Math Tutoring is available from 8:00 -12:00 PM. • This indicates the school is <u>NOT</u> following the instructional model as described in the charter application. <ul style="list-style-type: none"> ○ “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. ○ “Middle school plus enrichment programs” are not described anywhere in the charter application. <ul style="list-style-type: none"> ▪ This middle school enrichment program
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			<p>creates a concern as it appears to occur during mandatory instruction al time suggesting that students that receive this enrichment program are missing out on other required instruction.</p> <ul style="list-style-type: none"> ○ Math Tutoring is not described anywhere in the application. <ul style="list-style-type: none"> ▪ This math tutoring creates a concern as it appears to occur during mandatory instructional time suggesting that students that receive math tutoring are missing out on other required instruction. ○ The “scheduled” days and “non-scheduled” days statements which occur in the student handbook is not consistent with the application materials which indicated all students would have daily instruction. ○ The “scheduled” days and “non-scheduled” days statement is inconsistent with PEC comments on 6.17.16 that gave expectation students were going to be in class with a teacher on a daily basis. ● The school’s registration materials still include materials that were identified as a concern previously: <p><i>“9. I understand that I am responsible for committing a minimum of 27.5 hours a week to learning if I am in 7th grade OR a minimum of 30 hours per week if I am in 8th – 12th grade. If I do not maintain pace to on time completion each week, I will be required to attend SAHQ</i></p>
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			<p><i>Saturday.</i></p> <ul style="list-style-type: none"> ○ This is significantly less than the 34 hours a week the school claims it will be providing in the revised school schedule.
8) The school must provide an adequate school schedule that will Improve student achievement and ensure appropriate time for implementation of a NMCCSS aligned curriculum.	<input type="checkbox"/>	<p>Note: both 3 and 8 deal with school schedule. CSD has used 8 to address program hours whereas 3 deals with any other schedule or calendar issue.</p>	<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 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>The school therefore is planning on operating 1202 total instructional hours which will exceed the required instructional program time of 1080 hours.</p> <p><i>Note:</i> This assumes the students are attending school 5 days a week. The family</p>

			<p>handbook and registration materials read together indicate students may only be attending class 3 days a week.</p> <p>Assuming the students only attend class 27.5 hours a week and assuming the Friday schedule is the same as in the revised schedule (4 hours) then the school would be providing 4.7 hours (282 minutes) of Monday –Thursday instruction and 240 minutes of Friday instruction.</p> <p>Based on the calendar provided by the school, the school would therefore provide 658 hours (140 Monday through Thursday days * 282 minutes = 39,480 minutes) of Monday – Thursday Instruction and 152 hours (38 Friday days * 9,120 minutes) of Friday Instruction. For a total annual instructional program time of 810 hour (658 hours + 152 hours = 810 total hours).</p> <p>Therefore, should the school be implementing the registration and family handbook schedule the school will be planning on operating only 810 total hours which will fail to meet the required instructional program time of 1080 hours.</p>
<p>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.</p>			
1) Evidence of IPRA policy	<input checked="" type="checkbox"/>		
2) Conflict of Interest Policy	<input checked="" type="checkbox"/>	10.15.16	<i>Note:</i> Although the school’s conflict of interest policy is compliant. It appears that

			<p>the school would be in breach of its own conflict of interest policy.</p> <p>E.g. ¶ 1 , “A person shall not serve as a member of the SAHQ governing body of SAHQ if the person is an owner, agent of, contractor with or otherwise has a financial interest in a for profit or nonprofit entity with which the charter school contracts directly for professional services, goods, or facilities. . . .”</p> <ul style="list-style-type: none"> • At least one person on the SAHQ governing body has a financial interests in a nonprofit entity with which the charter school contracts directly for professional services, goods, or facilities. • At least one person of the SAHQ governing body is an owner, agent of, contactor with a nonprofit entity with which the charter school contacts directly for professional services, goods, or facilities. <p>E.g. ¶2 A conflict of interest exists when the member, employee, officer, or agent of an immediate family member of the member, employee, office or agent, has a financial interest in the entity with which the SAHQ is contracting.</p> <ul style="list-style-type: none"> • At least one member of the organization SAHQ is contracting with has a financial interest in that entity and is member, employee, officer, or agent of an immediate family member of the member, employee, office or agent of SAHQ Academy.
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3) FERPA Policy	<input checked="" type="checkbox"/>	10.17.16	
4) Background Check Policy	<input checked="" type="checkbox"/>	10.15.16	
5) Enrollment Policy	<input checked="" type="checkbox"/>	10.15.16	
6) Policy and process for receiving and resolving community, parental, and other public complaints	<input checked="" type="checkbox"/>	1.1.17	
7) Enrollment processes and policies that comply with state and federal requirements. (22-8B-4.1 NMSA 1978)	<input type="checkbox"/>		<p>The school provided a registration document on 1/1/17 that provides the following statement,</p> <p><i>Due to the organization of the program, the definition of student attendance is not solely based on seat time in a physical location but rather on the percentage of work completed by the student toward successful completion of coursework.</i></p> <p>This is not consistent with NM State Law.</p> <ul style="list-style-type: none"> • NMSA § 22-12-9, requires daily attendance. • NMAC § 6.10.8.7 defines attendance as “ ‘Attendance’ means students who are in class or in a school-approved activity. If a student is in attendance up to one half the total instructional time during a school day, the student will be counted as having attended one-half of a school day. If the student attends school for more than one-half of the total instructional time, the student will be counted as having attended for the full day. • This is also not consistent with the school’s revised attendance policy provided on 10.31.16 which accurately reflected state law.

			<ul style="list-style-type: none"> The school's registration materials dated 1.1.17 still reflect inadequate hours. <p><i>"9. I understand that I am responsible for committing a minimum of 27.5 hours a week to learning if I am in 7th grade OR a minimum of 30 hours per week if I am in 8th – 12th grade. If I do not maintain pace to on time completion each week, I will be required to attend SAHQ Saturday.</i></p> <ul style="list-style-type: none"> 27.5 hours a week is significantly less than the 34 hours a week the school claims it will be providing in the revised schedule.
8) Detailed Lottery and waitlist process including timelines, benchmarks, responsible parties, and forms	<input checked="" type="checkbox"/>	1.4.17	
9) Compulsory School Attendance Policy	<input checked="" type="checkbox"/>	10.31.16	
10) Dual Credit Policy 6.30.7.8 NMAC	<input checked="" type="checkbox"/>	10.15.16	<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 develop this agreement.</p>
11) Distance Learning Policy	<input type="checkbox"/>		<ul style="list-style-type: none"> School is missing 2 of the 9 required procedures that must be included in the

6.30.8 NMAC			<p>distance learning policy as detailed in NMAC § 6.30.8.12:</p> <ul style="list-style-type: none"> ○ Establishing the written criteria and approval process for determining the appropriateness of particular distance learning courses for each individual student prior to student enrollment in distance learning courses; including that all core curriculum delivered by distance learning courses must meet or exceed the state content standards with benchmarks and performance standards ○ Determining the process for the prompt removal or non-use of a distance learning course provider should irregularities or deficiencies in the provider's services become apparent.
12) Grade Change Policy 6.30.10 NMAC	☒	1.1.17	
13) Staff Discipline Policy and Staff Handbook	☒	10.21.16	
14) Student Discipline Policy and Student Handbook	☒	11.1.16	
15) Parental Access to information regarding professional qualifications of teachers, instructional support providers and principals 22-10A-16 NMSA	☒	1.1.17	

16) Wellness Policy 6.12.6 NMAC	<input checked="" type="checkbox"/>	*10.21.16. <i>*School will still need to complete an SSP prior to the start of school.</i>	<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 by end of January SY17.</p> <p><i>School understands failure to received final approval from the Health and Safety Bureau may be grounds to deny commencement of operations.</i></p>
17) Tobacco Free Policy 6.12.4 NMAC	<input checked="" type="checkbox"/>	1.1.17	
18) Bullying Prevention Policy 6.12.7 NMAC	<input checked="" type="checkbox"/>	11.1.16	
19) Status report on implementation of Curriculum Development Plan	<input type="checkbox"/>		<ul style="list-style-type: none"> • School has not provided evidence of sports science curriculum. <ul style="list-style-type: none"> ○ The application described a substantial “Sports Science” curriculum with labs” ○ On 10.1.16 the school added a sport science teacher with an advanced degree in performance science. ○ The development plan indicates this may not be developed until 3.1.17. • The curriculum development plan indicates the school will identify sports science consultants and partners. <ul style="list-style-type: none"> ○ This may require contacts and MOU’s with these partners. ○ This may present conflict of interest concerns.

<p>20) Governing body completes required 5 hours of Governance Board Training</p> <p>(22-18B-5.1 NMSA)</p>	<p><input checked="" type="checkbox"/> <i>This will require any new Governing Body Members to have completed 5 hours of Governing Board Training.</i></p>	<p>12.12.16</p>	<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>
<p>21) The school must provide adequate Information so that CSD and PEC can understand the relationships 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><input type="checkbox"/> <i>As discussed during the meeting on July 28th, 2016, adequate information will require contracts or memoranda 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>		<ul style="list-style-type: none"> School provided no contract or MOU with SAHQ Backers. The school stated: <p><i>“The School’s charter application does not identify the Foundation as a partner or other entity fundamental to the School’s educational program or to provide essential financial support. At this time the Foundation is not planning to raise or provide funds for the School, but may do so eventually. Such a relationship [with SAHQ Backers] does not necessarily require an MOU or contract as suggested by CSD”</i></p> This statement is not consistent with the school application that indicated SAHQ Backers would be providing material support and applying for funds. <ul style="list-style-type: none"> From the application,

			<p><i>“During the first two years, SAHQ backers, an established 501c3, will garner support from the community with GO teams. Go teams will assist the school in implementation, as requested by the Principal, and address areas such as facilities, marketing, volunteers, IT, mentorship etc.”</i></p> <p>○ From the application: <i>As a 501c3, SAHQ Backers will be applying for grants to assist in the implementation of our capital plans.”</i></p> <ul style="list-style-type: none"> • School provided no contract or MOU with SAHQ (the gym). The school stated: <p><i>“This student opportunity does not require a formal agreement between the school and the Foundation because the opportunity (i.e. voluntary participation) is offered to the students directly by the Foundation and is not a program of the school.”</i></p> <p>School provided a licensing agreement with SAHQ Backers that provides for the use of the gym by SAHQ Backers.</p> <ul style="list-style-type: none"> ➤ SAHQ Backers will pay school \$100 a month for use of facility. ➤ SAHQ Backers will pay proportional share of utilities. ➤ School official must be present during use by SAHQ. ➤ SAHQ Backers must maintain its own insurance and is responsible for own security. ➤ NO concessions are to be sold
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			<p>without school approval.</p> <ul style="list-style-type: none"> ➤ School will have use of SAHQ Backers equipment during day. ➤ SAHQ use must end by 10:00 PM. <p>CSD concerns with agreement are as follows:</p> <ul style="list-style-type: none"> • Agreement is between SAHQ Academy and SAHQ Backers not with SAHQ Gym. <ul style="list-style-type: none"> ○ Should SAHQ Backers hold the licensing agreement then they are free to give the license to their designee of choice. ○ SAHQ Gym is the entity that will be using the license not SAHQ Backers. • This payment is nominal and does not reflect a fair use of the facilities a reported in the school application. <ul style="list-style-type: none"> ○ This presents an unfair burden for use of facility being shifted to the state. • Agreement does not specific or provide a general idea of what times SAHQ use of facility may begin. <ul style="list-style-type: none"> ○ School has advised verbally and in a written explanation that school and SAHQ Gym will operate at separate times. This should be in the agreement. • Agreement does not detail weekend hours or operations. <ul style="list-style-type: none"> ○ The school application indicated SAHQ gym will utilize the facility on Saturdays. <p>School provided a required explanation (to demonstrate no conflicts of interest).</p> <ul style="list-style-type: none"> • These materials do not clearly demonstrated there are no conflicts of interest. Rather, documents indicate conflicts of interest <u>do exist</u>.
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			<ul style="list-style-type: none"> ○ School attempts to explain away conflicts by explaining that SAHQ Backers is a nonprofit foundation that operates SAHQ Gym and leases a facility to SAHQ Academy which is a volunteer organization. ○ School explanation conflates Voluntary and Non-Profit. <ul style="list-style-type: none"> ▪ Non-Profit does not mean “for free”. SAHQ Gym on behalf of the foundation charges fees and enrolls members for use of the gym and in doing so generates revenue. <ul style="list-style-type: none"> • The website indicates it charges approximately \$80 per month for a single membership. • The school application indicates that SAHQ Gym is providing services to hundreds of community members. ▪ This indicates SAHQ Backers has a pecuniary interest in SAHQ Gym. ○ School’s explanation (That SAHQ or SAHQ gym is an entity of SAHQ Backers) means that SAHQ Gym ‘volunteers’ or staff are agents of SAHQ Backers. <p>Documents provided by the school are not consistent with those available under public resources.</p> <ul style="list-style-type: none"> ○ E.g: The school provided a document indicating the directors of SAHQ Backers are: <ul style="list-style-type: none"> ▪ Chris Ware ▪ Christen Aragon
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			<ul style="list-style-type: none"> <ul style="list-style-type: none"> ▪ Ric Martinelli. ○ The Secretary of State Website which reflects filings by the actual organization lists the directors as: <ul style="list-style-type: none"> ▪ Brennan Rode ▪ Lindsay Kerwin ▪ Lareyelle Cunningham ○ School provided minutes from SAHQ Backers indicating the board had changed membership but school provided no documents indicating school had made any such filings with the state. ● Review of Materials and all public available information reviews the following membership <ul style="list-style-type: none"> ○ SAHQ Gym (source SAHQ website) <ul style="list-style-type: none"> ▪ Bree Rode -Founder ▪ LaReylle Cunningham – Founder ▪ Charlotte Rode – Founder ▪ Christen Aragon – Coach ▪ Cari Cordova – Coach ▪ Desiree Flores – Coach ▪ Erin Vega – Instructor ○ SAHQ Academy Board (source document provided by school) <ul style="list-style-type: none"> ▪ David Beach ▪ Charlotte Rode ▪ Dana Allen ▪ Michael Carillo ▪ Paul Fagua ▪ Gary Stepic ○ SAHQ Academy Board (source document provided by school to show training hours: ○ SAHQ Academy Staff (Source document provided by school) <ul style="list-style-type: none"> ▪ Lindsey Kerwin ▪ Darrell Garcia ▪ Amy Jaramillo ▪ David Beach ▪ Jared Saavedra ▪ Charlotte Rode ▪ Michael Vigil
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			<ul style="list-style-type: none"> <ul style="list-style-type: none"> ▪ Alvin Broussard ○ SAHQ Backers Directors (source NM Secretary of State website) <ul style="list-style-type: none"> ▪ Brennan Rode ▪ Lindsay Kerwin ▪ Lareyelle Cunningham ○ SAHQ Backers Directors (source documents provided by school) <ul style="list-style-type: none"> ▪ Chris Ware ▪ Christen Aragon ▪ Ric Martinelli. ● Information indicates there are conflicts. <ul style="list-style-type: none"> ○ Principals (Directors, staff, or board members) appear to overlap organizations. ○ The Founder of SAHQ Backers is also the Founder of SAHQ Academy and is also the Founder of SAHQ Gym. ○ Using Secretary of State information, a director of SAHQ Backers (Brennan Rode) is related by Consanguinity to a governing body member of SAHQ Academy (Charlotte Rode) and to an agent SAHQ Gym (Bree Rode). ○ Using school materials, a Governing Body member of SAHQ Academy (Charlotte Rode) is listed as an agent of SAHQ Backers and staff or volunteer of SAHQ Gym. ○ Using school materials, a SAHQ Backers Director, Christen Aragon is listed as staff or volunteer of SAHQ Gym. ○ SAHQ Academy Governing Body Member is an agent of and has a financial interest in SAHQ Backers for which the school contracts for both facilities and services. ○ The application indicates that services to SAHQ Academy will be provided by SAHQ Gym although a director is a founder of
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			<p>SAHQ. This may be prohibited due to conflict of interests concerns.</p> <ul style="list-style-type: none"> ○ The materials indicates the SAHQ Academy will be leasing the facility from an organization whose director is related by consanguinity to a board member of SAHQ. This may be prohibited due to conflict of interest concerns. ○ A Board member of SAHQ Academy is listed as staff or a volunteer of SAHQ gym. <p>Although the school’s conflict of interest policy is compliant. It appears that the school would be in breach of its own conflict of interest policy.</p> <p>E.g. ¶ 1 , “A person shall not serve as a member of the SAHQ governing body of SAHQ if the person is an owner, agent of, contractor with or otherwise has a financial interest in a for profit or nonprofit entity with which the charter school contracts directly for professional services, goods, or facilities. . . .”</p> <ul style="list-style-type: none"> • At least one person on the SAHQ governing body has a financial interests in a nonprofit entity with which the charter school contracts directly for professional services, goods, or facilities. • At least one person of the SAHQ governing body is an owner, agent of, contactor with a nonprofit entity with which the charter school contacts directly for professional services, goods, or facilities. <p>E.g. ¶2 A conflict of interest exists when the member, employee, officer, or agent of an immediate family member of the member,</p>
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			<p>employee, office or agent, has a financial interest in the entity with which the SAHQ is contracting.</p> <ul style="list-style-type: none"> • At least one member of the organization SAHQ is contracting with has a financial interest in that entity and is member, employee, officer, or agent of an immediate family member of the member, employee, office or agent of SAHQ Academy.
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**SAHQ Academy Responses -- Charter Approval Conditions
Deadline January 6, 2017**

September 1, 2016 Deadline – Outstanding

Condition/Indicator:

“Status report on development/acquisition of facilities that meet E-Occupancy, NMCI requirements, and ownership/lease requirements (22-8B-4.2 NMSA)”

CSD Comment

- “Lease does not appear to be in the best interest of the school. Specifically the lease cost, which is substantially above the assessed value of the property and changes based on the number of students enrolled, rather than the amount of space utilized.
- Lease is not compliant with PSFA standardized lease terms. These terms are not required, but can help the school create a lease that protects the best interest of the school.”

School Submission:

- Lease received from PSFA, including lease reimbursement documents, requested by and emailed to Mr. Gloude-mans by PSFA on August 29, 2016, including:
 - 2016-2017 Lease Payment Assistance Application for Classroom Facilities
 - Copy of the Lease Agreement (Draft, proposed)
 - PSCOC Lease Assistance Application Annual Conflict of Interest Questionnaire for School Year 2016-2017
 - Copy of SAHQ Council Member Conflict of Interest Policy
 - PSFA Lease Survey
 - PSFA 206 Charter School Facility Questionnaire.
- Confirmation email of submission of above referenced documents, submitted to Sharepoint January 6, 2017.
- Lease, submitted October 1, 2017.
- Facilities Use Agreement, submitted January 4, 2017.
- Lease cost overview and Lease cost comparison, submitted January 6, 2017.
- Updated Description of SAHQ Entity Relationships, submitted January 4, 2017.

Legal Argument:

- This condition/indicator was met with evidence of NMCI and E-occupancy, and lease requirements were met. As Mr. Gloude-mans noted, PSFA terms are not required. Further, during the charter application approval process, it is not the role of the CSD to determine whether the lease is in the best interests of the school. Any discussion about the “quality” of the lease is properly raised after the School enters the Lease contract and subsequently has submitted the contract to CSD for review. CSD’s review is limited to whether the Lease implicates a conflict of interest. See NMSA 1978, § 22-8B-9.

October 1, 2016 Deadline – Outstanding

Condition/Indicator #3 (repeated verbatim at #8):

“The school must provide an adequate school schedule that will improve student achievement and ensure appropriate time for implementation of a NMCCSS aligned curriculum.”

School Submission:

- Updated Class Schedule by Team, submitted January 4, 2017.

Condition/Indicator #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 [sic] the application”

School Submission:

- The schedule submitted to Sharepoint on January 4, 2016, reflects the School's plan to implement the curriculum as presented in the School's Charter Application and as agreed upon in the contract negotiations held with the PEC in May of 2016. Because the school schedule is consistent with the School's Charter Application, there is no need to ask the PEC for approval for any substantial changes, as requested by CSD in the PY2 checklist. The half day of instruction on Friday was discussed and approved in the contract negotiations, and the 1080 hours are fulfilled by each student attending classes Monday - Thursday.

November 1, 2016 Deadline – Outstanding

Condition/Indicator #1

“Evidence of IPRA policy”

CSD Comment:

- “*Note:* the SAHQ IPRA policy is largely copied word for word from the Inspection of Public Records Act. Making this a recitation of the statute rather than a well-developed policy to be implemented by the school. This does not present a major concern except for the following items:
 - School identifies the custodian of records as being responsible for the maintenance, care, or keeping of SAHQ's public records but it never identifies who this custodian is.
 - The policy indicates the custodian will be designated by the head administrator after commencement of operates.
 - The school was specifically advised that these positions needed to be identified prior to the commencement of operations.
 - School provides no position or title that would reasonably allow identification of who will be designated the custodian after commencement.
 - The policy fails to identify the contact information for the custodian of records”

School Submission:

- Updated IPRA policy, submitted January 1, 2017.

Legal Argument

- There is no legal or policy prohibition on a School policy “reciting” a state regulation. In fact, one measure of a good policy is one that actually tracks the law or regulation. If a school follows such a policy, legal compliance is more likely.

The School’s policy is in compliance with the New Mexico Inspection of Public Records Act (“IPRA”), NMSA 1978, Section 14-2-4, et seq. Specifically with regard to a designation of a records custodian, the law states, “Each public body shall designate at least one custodian of public records.” NMSA 1978, §14-2-7. The law does not require that the records custodian be personally named or that contact information be provided, as CSD requires. The School does not yet exist and thus cannot provide and should not be required to provide contact information of a records custodian. Further, it is common practice for an institutional policy *not* to personally identify a person that holds a position of specific responsibility. Such a practice ensures that policies are not “person-specific,” but rather position-specific, and that schools and other institutions do not have to re-write handbooks and policies every time there is personnel attrition.

CSD requires “evidence of an IPRA Policy.” The School has provided an IPRA Policy. CSD acknowledges that the “School identifies the custodian of records as being responsible for the maintenance, care, or keeping of SAHQ’s public records.” Identification of a custodian of records as part of the School’s staff and outlining the custodian’s responsibilities meets the requirements of the law. The School and its IPRA policy are in compliance with the New Mexico Inspection of Public Records Act (“IPRA”), NMSA 1978, Section 14-2-4, et seq., and with the specific requirement of the PY2 indicator.

Condition/Indicator #2:

“Conflict of Interest Policy”

CSD Comment:

- “*Note:* Although the school’s conflict of interest policy is compliant. It appears that the school would be in breach of its own conflict of interest policy.”

School Submission:

- Revised lists of current Governing Council members and members of the Foundation Board, see Updated Description of SAHQ Entity Relationships, submitted January 4, 2017.
- Minutes of School’s Governing Council (“GC”) meeting wherein new GC members were approved, submitted January 4, 2017.

Condition/Indicator #6:

“Policy and process for receiving and resolving community, parental, and other public complaints”

CSD Comment:

- “*Note:* The school has provided a complete policy and process but did not address the two issues previously identified:

- The school provides no explanation how it will reasonably address the requirement that “adequate information” about the school’s grievance process be disseminated to parents free of charge. See NMAC§ 6.10.3.12.
- This fails to address the complaint requirement of NMAC § 6.10.3.9 or the McKinney-Vento Homeless Assistance Act.”

School Submission:

- Updated Complaint Policy, submitted January 1, 2017.

Legal Argument

- The School does not yet exist and thus cannot be in violation of a requirement to provide adequate information to parents.
- *CSD inaccurately states the requirement of 6.10.3.12 NMAC.* The regulation in its entirety states:

“Public school districts, charter schools and agencies will disseminate, free of charge, adequate information about the complaint procedures to parents of students, and appropriate private school officials or representatives.”

The School has not violated this provision of the law, because the School does not exist, has not commenced operations, and has not had the opportunity to *not* “disseminate, free of charge, adequate information about the complaint procedure.” There is no legal requirement that the School’s complaint policy provide an “explanation how it will reasonably address the requirement that ‘adequate information’ about the school’s grievance process be disseminated to parents free of charge.” The School’s Complaint policy has not violated this condition.

- *CSD inaccurately states the requirement of 6.10.3.9 NMAC.* The regulation addresses “Complaints Against an Agency or Consortium of Agencies,” and states in relevant part, “In the case of a complaint filed pursuant to the McKinney-Vento Education for Homeless Children and Youth Act [“McKinney-Vento”], each district shall have a written policy for concerned parties to resolve disputes, and every effort should be made to resolve the dispute at the district level.” 6.10.3.9(D)(2) NMAC. The regulation does not require a separate and distinct policy for McKinney-Vento complaints, but requires that the school have a policy for the resolution of disputes. CSD has acknowledged that “The School has provided a complete policy and process . . .” *Infra*. The regulation continues to outline specific parameters of the dispute resolution process. The rule requires that the procedure adhere to the parameters, but does not require such procedures to be outlined in the school’s policy. The School cannot violate 6.10.3.9 NMAC until it exercises a procedure with a homeless student and family that does not comply with the regulation, which it cannot do because the School does not yet exist. The School’s Complaint Procedure is not in violation of 6.10.3.9 NMAC. Further, the School’s Complaint Procedure is not in violation of the federal McKinney-Vento Education for Homeless Children and Youth Act of 2001 (“McKinney-Vento”) as suggested by CSD. If, within the confines of the law, a school segregates homeless students into a separate school, McKinney-Vento requires the school to provide notice to a child’s parent or guardian “at the time any child or youth seeks enrollment in such

a school, and at least twice annually while the child or youth is enrolled” regarding the student’s general education and non-discrimination rights and school choice. 42 U.S.C.A. § 11432. Further, a school *that serves homeless youth* must assist the child according to the child’s best interest. *Id.* When a homeless child is “unaccompanied,” the school must assist with placement or enrollment decisions, listen to the child’s wishes, and provide notice to the child of any right to appeal an enrollment decision. *Id.* McKinney-Vento does not require a school’s complaint policy to include language specifically directed to homeless youth and grievance. Rather the Act requires that school personnel who are assisting a homeless student in enrollment and placement decisions inform the student of his or her rights *if the child has a dispute* about his or her enrollment or school placement. The School’s Complaint Procedure is not in violation of the federal McKinney-Vento Education for Homeless Children and Youth Act of 2001.

Condition/Indicator #7:

“Enrollment processes and policies that comply with state and federal requirements. (22-8B-4.1 NMSA 1978)”

School Submission:

- Registration Documents, Enrollment Packet, re-submitted January 1, 2017.
- The School provided registration and enrollment documents during the PY 2015-2016 planning year.
 - Registration Packet and Letter of Intent form, submitted March 2016.
 - Enrollment, lottery, and waitlist information, submitted June 2016.
- Enrollment process, October 15, 2016.
- Updated lottery and waitlist process, submitted January 4, 2017.

Condition/Indicator #8

“Detailed Lottery and waitlist process including timelines, benchmarks, responsible parties, and forms”

School Submission

- Originally submitted in PY1 and again on October 15, 2016.
- Updated Lottery and Waitlist policy, submitted January 4, 2017.

Condition/Indicator #11:

“Distance Learning Policy, 6.30.8 NMAC”

CSD Comment:

- “School writes

*‘Distance learning courses provide an opportunity for the SAHQ Academy to expand course offerings and access to learning resources, however, **SAHQ Academy will not offer Distance Learning Courses to SAHQ students.** If, in the future, it is decided that distance learning courses will be offered to the*

students, the SAHQ Governing Council will develop policies in compliance with the requirements of NMAC 6.30.8.’ (emphasis added)

- This fails to meet the requirements of NMSA § 22-13-14 which requires all school districts to offer a program of distance learning.
- This fails to meet the requirements of NMAC § 6.30.8.12 which requires “All local school boards and charter school governing authorities shall adopt written policies providing for student access to distance learning courses.”
- This fails to meet the requirements of NMAC § 6.30.8.12 which details specific procedures that must be in these policies.”

School Submission

- Revised Distance Learning Policy, submitted January 3, 2017.

Legal Argument

- CSD’s indicator cites 6.30.8 NMAC. The statutory authority for 6.30.8 NMAC is NMSA Section 22-13-1.1 and NMSA Section 22-30-1, et seq., the NM Cyber Academy Act. The statute that the CSD cites in its comment, NMSA Section 22-13-14, is titled “Emergency Drills; Requirement” and is irrelevant to Distance Learning.

Neither 6.30.8 NMAC, NMSA Section 22-13-1.1, nor NMSA Section 22-30-1, et seq. require a school to provide a distance learning program, as the CSD states in its comment. Regulation 6.30.8 NMAC provides rules or requirements with which a school must comply *when/if* a school offers distance learning courses, but does not dictate a legal requirement for a school to provide a distance learning program. Similarly, The Cyber Academy Act provides rules for *when/if* a school offers distance learning and computer based classes. Finally, NMSA Section 22-13-1.1 addresses graduation requirements and provides that students developing a Next Step Plan are “reasonably informed about curricular and course options” and includes distance learning as one potential option that could be included in a student’s Next Step Plan. NMSA § 22-13-1.1(D)(1). In addition, students entering ninth grade must fulfill a unit required for graduation with “an advanced placement or honors course, a dual credit course . . . *or* a distance learning course.” NMSA § 22-13-1.1(H) (emphasis added).

New Mexico law does not require a school to offer a distance learning program as contemplated by the CSD, and the School is not in violation of this indicator by not having a distance learning program.

Condition/Indicator #12:

“Grade Change Policy, 6.30.10 NMAC”

School Submission

- Updated Grade Change policy, submitted January 1, 2017.

Condition/Indicator #15:

“Parental Access to information regarding professional qualifications of teachers, instructional support providers and principals 22-10A-16 NMSA”

CSD Comment

- “The school has not provided a revised parental notification letter.
 - Previously the school letter referenced the No Child Left Behind Act which was repealed by Congress in 2015.
- The school has not provided evidence of having an alternative language letter for parents that do not speak English. NMAC § 6.29.1.9(B)(9).”

School submission

- Updated Parental Access to Information Regarding Professional Qualifications of Teachers, submitted January 1, 2017.

Legal Argument

- The current New Mexico regulation cited by CSD, 6.29.1.9(B)(9) NMAC, cites the No Child Left Behind Act: The charter school administrator

shall issue the following notifications in accordance with Section 22-10A-16 NMSA 1978, in addition to any other parental notification requirements contained in the No Child Left Behind Act of 2001 (PL 107-110, 20 US Code Section 6301 et seq.); a school district or charter school shall issue these notifications in English and, to the extent possible, in the language of the parent or guardian (*if it is known* that the parent or guardian's primary language is not English); the district or charter school shall retain a copy of all notifications and shall ensure that information required under this paragraph is available to the public upon request.

6.29.1.9(B)(9) NMAC (emphasis added). The statutory authority for the regulation cited above is NMSA 1978, Section 22-10A-16(A), which states that the School shall “issue a notice to parents that they may obtain information regarding the professional qualifications of their children’s teachers, instructional support supervisors, and school principals.” The School Administrator shall “ensure that the notice required by this section is provided in a bilingual form to a parent whose primary language is not English.” *Id.* ¶ C. The law requires that the school provide notice of such access to information to all parents and that the Head Administrator is responsible for ensuring that “parents whose primary language is not English” also receive the notice. If the school has no such parents, the bilingual form is not required. Neither the law nor the regulation require evidence of a translated letter, nor does the indicator indicate that such evidence is required.

Further, because the School does not yet exist, it cannot be in violation of this law. As contemplated by the regulation, the School does not currently know if it has a parent or guardian whose primary language is not English, nor could the School yet know

what language such identified parents speak in order to translate the notice appropriately. The appropriate language translation could be Navajo, French, Korean, or German. The School can only have such knowledge when it exists and commences operations. The law requires that the parent be notified in “bilingual form,” but does not identify the second language. CSD’s insistence on a translated letter requires action outside requirements of the law and is arbitrary, premature busywork.

Condition/Indicator #17:

“Tobacco Free Policy 6.12.4 NMAC”

School submission

- Tobacco Free Notice, submitted January 1, 2017.

Legal Argument

- The School does not yet exist and cannot be judged on its compliance with this law until it actually exists. The School complied with this condition by providing a Tobacco Free Policy. The law does not require that the school peremptorily show evidence of tobacco free notices. The law requires that the School *post* such notices, which the School can only do after the school has commenced operations. When the school exists and commences operations and posts or fails to post such notices, only then can the school be judged on its compliance with this part of the law.

Condition/Indicator #19:

“Status report on implementation of Curriculum Development Plan”

CSD Comment:

- “School’s previous curriculum plan had indicated all materials would be complete by 8.1.16. School’s new curriculum development plan indicates school is still developing materials and that materials will not be complete until 8.1.17.
 - This presents a concern that curriculum is not being planned to be completed until the start of the school year.
 - School’s timing to have all curriculum in place appears to be timed after any enrollment would have occurred. This indicates school may enroll students for classes that have not been developed or do not yet exist.
- Curriculum development plan indicates that a master course plan for electives would be identified by 3/1/17. However, school was to submit its master schedule to CSD by 10.1.16.
- School indicates in several instances that on 7/1/16, the school will develop curriculum with input from “new hires”. This is an improper use of the planning period. School needs to have curriculum developed prior to hiring.
- School does not identify books and curricular materials until 7.1.17. These materials should already have been identified.
- School indicates school will identify sports science partners and consultants to develop integration. This was a required component to be identified in the charter school application and should have already been identified.

- This would require contracts and memorandum to be provided to CSD for review.
- This may create a conflict of interest concern.”

School submission:

- Status Report on implementation of curriculum Development Plan, submitted October 31, 2016.
- The plan for curriculum development was discussed on several occasions with Phillip Gloudemans during the fall 2016 planning year meetings. The curriculum development plan that was submitted to Sharepoint on August 30, 2016, and was produced in a format suggested by Mr. Gloudemans in those discussion, including required components. The School’s plan, as well as the progress made, was marked as complete by Mr. Gloudemans on August 30, 2016, and October 1, 2016, and no additional feedback or comments were provided by the CSD.
- The condition as outlined for the September submission requires “[w]ritten curriculum development plan, **including timeline, success benchmarks, and responsible parties** to ensure development of entire curriculum identified in the application *prior to the start of the school year.*” (Italicized emphasis added.) In the 2015/2016 standard planning year document, the required timeline for completion culminates with 90 days of curricula required two weeks prior to the opening of school. The condition in the PY2 checklist states that curriculum development must be complete “prior to the start of the school year.” This timeline was accepted in the previous year planning documents. There was no discussion or written instruction provided to the School by CSD that indicated a change to that calendar requirement. Rather the confirmation of those dates was reaffirmed by the acceptance of the September and October submissions.

Legal Argument

- For the September 1, 2016 deadline, CSD required a “written curriculum development plan, including timeline, success benchmarks, and responsible parties to ensure development of entire curriculum identified in the application *prior to the start of the school year.*” (Emphasis added.) This condition was checked as completed by Mr. Gloudemans on August 30, 2016. See PY2 checklist. For the October 1, 2016, deadline, CSD required a “[s]tatus report on implementation of Curriculum Development Plan.” This condition was checked off as complete by Mr. Gloudemans on October 1, 2016. See PY2 checklist. As of December 21, 2016, when CSD’s comments (above) were provided to the School for the first time, CSD appears to have new concerns and requirements about the School’s timeline for curriculum development. The School meets this condition by providing a status report on implementation of curriculum development plan. Previously, an August 1 calendar target prior to school commencement for completion of curriculum development was approved. Suddenly, an August 1 target is unacceptable by CSD.

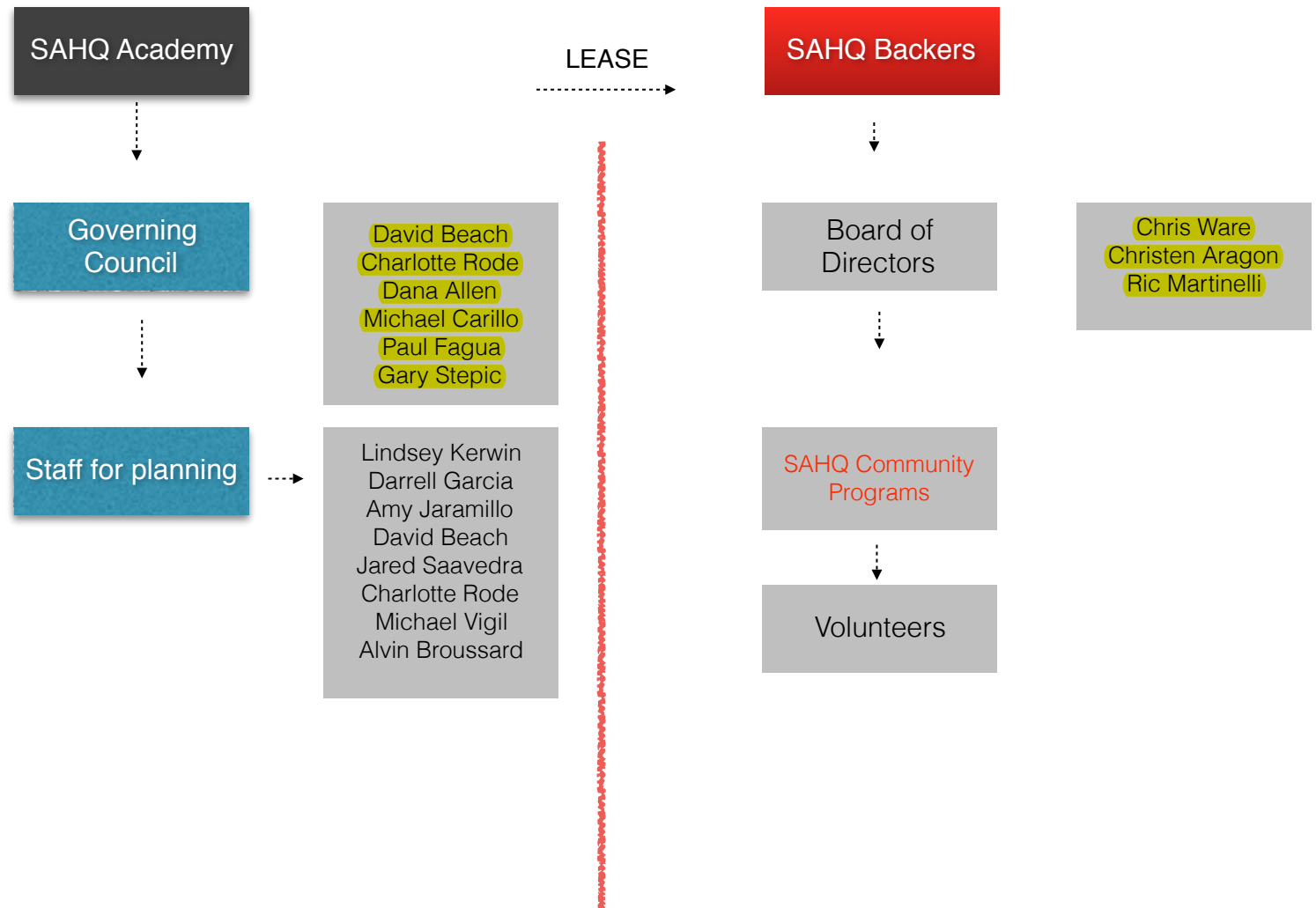
Condition/Indicator #21

“The school must provide adequate Information so that CSD and PEC can understand the relationships 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.”

School submission:

- Updated Description of SAHQ Entity Relationships, submitted January 4, 2017.
- Minutes of School’s Governing Council (“GC”) meeting wherein new GC members were approved, submitted January 4, 2017.



FACILITIES USE AGREEMENT

THIS Facilities Use Agreement (“Agreement”) is between the School Athletic Headquarters Academy, a New Mexico public school (“Licensor”) and SAHQ Backers, a New Mexico nonprofit corporation (“Licensee”).

The Licensee agrees to the following terms and conditions for using the portions of the School’s facilities as delineated in Exhibit A hereto (hereafter “Facility”) and which is located at 1404 Lead SE, Albuquerque, NM 87106.

1. Licensee shall abide by all policies and rules of the School’s Governing Council regarding the use of the Facility and the conduct of persons in or on School property whether now or hereafter adopted.

2. The term of this license shall be for a period of one year, beginning July 1, 2017 and terminating on June 30, 2018 unless earlier terminated by either party.

3. Licensee is permitted to use the Facility for Youth School Programs and After School Programs, during the School year and summer months. Licensee’s use of the Facility shall at all times be during hours that the Facility is not in use for the School’s programs during the School’s calendar year.

4. Licensee agrees to the following limitations to use of the Facility:

- The maximum number of people using the Facility shall be within the occupancy limits of the Facility, including the designated parking and other areas including access thereto, which should be within the local fire codes;
- School programs have priority over any use of the Facility;
- Use of the Facility must end by 10:00 p.m.;
- Use, possession or being under the influence of illegal drugs and/or alcohol is strictly prohibited in the Facility;
- Licensee may not enter into any sublicensing agreement with other organizations or persons or assign this License under any circumstances;
- Use of the Facility is for the purposes as limited in paragraph 3, above;
- A School custodian, and/or other School employee as designated by the Head Administrator, must be present during uses contemplated under this License. School employees are not permitted to give their building keys to Licensee or any of its employees;
- Licensee’s signs or banners may not be erected on the School’s property unless the Head Administrator gives written prior consent and said sign or banner complies with all local ordinances;
- No concessions or other items will be sold at the Facility unless prior written approval is obtained by the Head Administrator; and
- If the School is closed for inclement weather, the Facility use hereunder is cancelled during the closure.

5. Licensee shall be responsible for any and all loss, damage or injury that might be the result of Licensee’s activities being conducted at the Facility. Licensee will possess a liability insurance policy with minimum limits of \$1,000,000.00 (One Million Dollars).

Licensee will add School Athletic Headquarters Academy and its officer and employees as additional insureds to the liability insurance policy for the entire period for which the Licensee is using the Facility. Licensee shall present a certificate of liability insurance in

the amount and in a form as required by Licensor, within five (5) business days of execution of this Agreement by Licensor.

6. Licensee is required to maintain its non-profit status and to provide evidence of its IRS Section 501(C)(3) status within five (5) business days of execution of this Agreement by Licensor, or within five (5) business days of Licensor requesting same during the term of this License. Licensor reserves the right, in the event of a failure to provide evidence of insurance, to cancel this Agreement.

7. As partial consideration for use of the Facility, Licensee will permit the School to use, for School programs during the School day, Licensee's athletic equipment. In addition, Licensee shall pay \$100 per month, plus during the months of June and July, the Licensee shall to pay 100% of the Facility's proportionate share of the utilities (electricity, gas, water, sewer and trash removal) (together referred to herein as the "Licensing Fee"). The School has determined that the value of the use of the Licensee's athletic equipment, plus the rental fee and utility payments reflects adequate consideration to cover the costs of utilities, maintenance, extra-ordinary personnel costs (to supervise the Facility use), and custodial costs. Licensee shall pay the Licensing Fee on or before the fifth day of each month without demand. Failure to timely pay the Licensing Fee by the fifth day of the month shall be cause for immediate termination of this Agreement at the discretion of the School's Head Administrator. The School may require a deposit in the future to reinstate the License at its sole discretion.

8. Licensee will use the Facility in a careful and prudent manner so as to prevent any loss, defacement or damage to the Facility. Good order and discipline shall be maintained at all times. Licensee shall leave the Facility in a thoroughly clean condition after each use.

9. Licensee is responsible for providing and paying for its own security and or other personnel cost and shall indemnify and hold the School harmless for any claims made against the School relating to Licensee's employees, vendors and contractors.

10. Licensee agrees to (a) pay for and assume full liability for any loss or damages to person or property or claims therefor resulting to or arising from the use of the Facility by Licensee whether from an occurrence at the Facility itself during such use, before or after such use, going to and from such use, in or about available parking areas, or otherwise, (b) to reimburse or hold harmless the School, the School's governing body, and the members, agents, and employees thereof from any such loss, damage or claim, including, but not limited to, its or their attorneys' fees, and (c) to pay any attorneys' fees and costs paid or incurred by the School to enforce any obligations imposed under this paragraph or other provisions of this Agreement.

11. Licensor reserves the right to cancel this Agreement at any time for any reason including a conflict with use for School purposes or a determination that Licensee's use of the Facility is inappropriate, in violation of laws pertaining to the School or use of public buildings.

12. Licensee must provide evidence within five (5) days of this Agreement that it will comply with the requirements of NMSA 1978, §22-13.13.1 ("Brain injury; protocols; training of coaches; brain injury education). The School may from time to time request proof of compliance with the "Statute" in a form satisfactory to the School, which shall be provided to the School within ten (10) days of the request. Failure to comply with the School's request shall be cause for the School to terminate this License immediately.

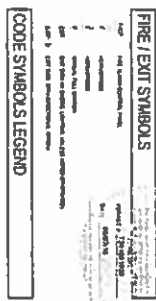
Agreed to by SAHQ Backers and signed by its authorized representative this ____ day of _____, 2017.

SAHQ BACKERS

By: _____
_____, its Authorized Representative

SCHOOL ATHLETIC HEADQUARTERS ACADEMY

By: _____
_____, its Authorized Representative



112 SW 6th Ave., #717
Aurora, TX 79001
harrachar@yahoo.com
806-603-8049

SAHQ ACADEMY

1404 Lind Ave. SE
Albuquerque, NM 87106

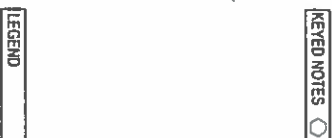
Key Point

MODERN AND FIRE RESISTANT
 AVAILABLE IN 100, 120, 150, 200, 250, 300, 350, 400, 450, 500, 600, 700, 800, 900, 1000, 1100, 1200, 1300, 1400, 1500, 1600, 1700, 1800, 1900, 2000, 2100, 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900, 3000, 3100, 3200, 3300, 3400, 3500, 3600, 3700, 3800, 3900, 4000, 4100, 4200, 4300, 4400, 4500, 4600, 4700, 4800, 4900, 5000, 5100, 5200, 5300, 5400, 5500, 5600, 5700, 5800, 5900, 6000, 6100, 6200, 6300, 6400, 6500, 6600, 6700, 6800, 6900, 7000, 7100, 7200, 7300, 7400, 7500, 7600, 7700, 7800, 7900, 8000, 8100, 8200, 8300, 8400, 8500, 8600, 8700, 8800, 8900, 9000, 9100, 9200, 9300, 9400, 9500, 9600, 9700, 9800, 9900, 10000, 10100, 10200, 10300, 10400, 10500, 10600, 10700, 10800, 10900, 11000, 11100, 11200, 11300, 11400, 11500, 11600, 11700, 11800, 11900, 12000, 12100, 12200, 12300, 12400, 12500, 12600, 12700, 12800, 12900, 13000, 13100, 13200, 13300, 13400, 13500, 13600, 13700, 13800, 13900, 14000, 14100, 14200, 14300, 14400, 14500, 14600, 14700, 14800, 14900, 15000, 15100, 15200, 15300, 15400, 15500, 15600, 15700, 15800, 15900, 16000, 16100, 16200, 16300, 16400, 16500, 16600, 16700, 16800, 16900, 17000, 17100, 17200, 17300, 17400, 17500, 17600, 17700, 17800, 17900, 18000, 18100, 18200, 18300, 18400, 18500, 18600, 18700, 18800, 18900, 19000, 19100, 19200, 19300, 19400, 19500, 19600, 19700, 19800, 19900, 20000, 20100, 20200, 20300, 20400, 20500, 20600, 20700, 20800, 20900, 21000, 21100, 21200, 21300, 21400, 21500, 21600, 21700, 21800, 21900, 22000, 22100, 22200, 22300, 22400, 22500, 22600, 22700, 22800, 22900, 23000, 23100, 23200, 23300, 23400, 23500, 23600, 23700, 23800, 23900, 24000, 24100, 24200, 24300, 24400, 24500, 24600, 24700, 24800, 24900, 25000, 25100, 25200, 25300, 25400, 25500, 25600, 25700, 25800, 25900, 26000, 26100, 26200, 26300, 26400, 26500, 26600, 26700, 26800, 26900, 27000, 27100, 27200, 27300, 27400, 27500, 27600, 27700, 27800, 27900, 28000, 28100, 28200, 28300, 28400, 28500, 28600, 28700, 28800, 28900, 29000, 29100, 29200, 29300, 29400, 29500, 29600, 29700, 29800, 29900, 30000, 30100, 30200, 30300, 30400, 30500, 30600, 30700, 30800, 30900, 31000, 31100, 31200, 31300, 31400, 31500, 31600, 31700, 31800, 31900, 32000, 32100, 32200, 32300, 32400, 32500, 32600, 32700, 32800, 32900, 33000, 33100, 33200, 33300, 33400, 33500, 33600, 33700, 33800, 33900, 34000, 34100, 34200, 34300, 34400, 34500, 34600, 34700, 34800, 34900, 35000, 35100, 35200, 35300, 35400, 35500, 35600, 35700, 35800, 35900, 36000, 36100, 36200, 36300, 36400, 36500, 36600, 36700, 36800, 36900, 37000, 37100, 37200, 37300, 37400, 37500, 37600, 37700, 37800, 37900, 38000, 38100, 38200, 38300, 38400, 38500, 38600, 38700, 38800, 38900, 39000, 39100, 39200, 39300, 39400, 39500, 39600, 39700, 39800, 39900, 40000, 40100, 40200, 40300, 40400, 40500, 40600, 40700, 40800, 40900, 41000, 41100, 41200, 41300, 41400, 41500, 41600, 41700, 41800, 41900, 42000, 42100, 42200, 42300, 42400, 42500, 42600, 42700, 42800, 42900, 43000, 43100, 43200, 43300, 43400, 43500, 43600, 43700, 43800, 43900, 44000, 44100, 44200, 44300, 44400, 44500, 44600, 44700, 44800, 44900, 45000, 45100, 45200, 45300, 45400, 45500, 45600, 45700, 45800, 45900, 46000, 46100, 46200, 46300, 46400, 46500, 46600, 46700, 46800, 46900, 47000, 47100, 47200, 47300, 47400, 47500, 47600, 47700, 47800, 47900, 48000, 48100, 48200, 48300, 48400, 48500, 48600, 48700, 48800, 48900, 49000, 49100, 49200, 49300, 49400, 49500, 49600, 49700, 49800, 49900, 50000, 50100, 50200, 50300, 50400, 50500, 50600, 50700, 50800, 50900, 51000, 51100, 51200, 51300, 51400, 51500, 51600, 51700, 51800, 51900, 52000, 52100, 52200, 52300, 52400, 52500, 52600, 52700, 52800, 52900, 53000, 53100, 53200, 53300, 53400, 53500, 53600, 53700, 53800, 53900, 54000, 54100, 54200, 54300, 54400, 54500, 54600, 54700, 54800, 54900, 55000, 55100, 55200, 55300, 55400, 55500, 55600, 55700, 55800, 55900, 56000, 56100, 56200, 56300, 56400, 56500, 56600, 56700, 56800, 56900, 57000, 57100, 57200, 57300, 57400, 57500, 57600, 57700, 57800, 57900, 58000, 58100, 58200, 58300, 58400, 58500, 58600, 58700, 58800, 58900, 59000, 59100, 59200, 59300, 59400,

**FIRE PLAN 2 -
BASEMENT EGRESS
FLOOR PLAN**

FP-002

Exhibit "A"



- a. Represent the amount of sales in period t as S_t .
- b. Assume demand in period t is $D_t = S_t + \epsilon_t$, where ϵ_t is a random variable with mean zero and constant variance σ^2 .
- c. Assume demand in period t is $D_t = S_t + \epsilon_t$, where ϵ_t is a random variable with mean zero and constant variance σ^2 .
- d. Suppose a company has the option to order Q units of a product in period t at a unit cost of c and sell them at a unit price of p . If the company orders Q units and the demand is D_t , the company's profit is $\pi_t = pQ - cQ$ if $D_t \geq Q$ and $\pi_t = pD_t - cQ$ if $D_t < Q$.
- e. Suppose a company has the option to order Q units of a product in period t at a unit cost of c and sell them at a unit price of p . If the company orders Q units and the demand is D_t , the company's profit is $\pi_t = pQ - cQ$ if $D_t \geq Q$ and $\pi_t = pD_t - cQ$ if $D_t < Q$.



P1-A-101

Student Athlete Headquarters



(505) 600-1225

0



\$0.00



SAHQ MEMBERSHIPS

**YEAR AROUND PROGRAMS FOR YOUTH AGES 3- COLLEGE LEVEL ATHLETES **6 WEEK CHALLENGES FOR ALL ADULTS **FIND A PROGRAM THAT WORKS FOR YOU AND SIGN UP THROUGH OUR ONLINE STORE!

Student Athlete Headquarters
SAHQ FAMILY MEM...

 \$150.00

SAHQ memberships for more than 1 student athlete.

Add to cart



 (505) 600-1225

RIPT ADULT CHALL...

RIPT Adult Training - 6 week programs geared for all ages and all levels of fitness.

0  \$0.00

Add to cart

SAHQ SINGLE MEM...

\$80.00

SAHQ memberships for D1 and D2 classes. Ages 8 to college level athletes.

Add to cart

ZOOM

\$80.00

Ages 3-7 years old.

Add to cart



Attack the Winter

Attack the Winter is a one week camp over Winter break. Ages 7- College level athletes. All sports!

Add to cart

\$150.00

SAHQ DONATION

Donate to our 501c3 Non-Profit. Help support our youth programs year around.

Add to cart

  sahq.org

Student Athlete Headquarters
1404 lead ave , ALBUQUERQUE, NM 87106, USA | (505) 600-1225

Powered by
PaySimple

SAHQ Academy Legal Relationships

It is apparent from the comments made by Charter Schools Division (“CSD”) that there remains substantial confusion around the entities mentioned in the SAHQ Academy’s responses and charter application. To ensure a clear understanding of the legal relationships between the School and the groups referenced in the School’s charter application, the School provides herein, a description of the two legal entities and their relationship to each other.

Additionally, CSD requires “contracts or memoranda of understanding that outline clear legal descriptions of the relationships between [the School]” and those entities. The first of those agreements is a facility Lease between the School and the Foundation (defined below) for the building in which the School will operate its educational program. The second agreement is a Facility Use Agreement between the School and the Foundation for the use of the School’s gym in which the Foundation will operate After School Programs and Youth School Programs during the school year and summer months. Of course, neither of these agreements have been executed and will not be executed until such time as the charter contract is approved. The Lease will be submitted to the PEC for review as contemplated in the charter contract.

Finally, at the end of this document current board members and volunteers are identified for the two organizations described herein, which illustrates that no conflict of interest will exist, if and when the agreements above-mentioned are executed.

SAHQ Academy (“School”) is the charter school that will operate in accordance with its charter contract, when finally approved. The School’s curricular program, including athletic training, will be taught by School employees certified in their respective academic areas and in athletic training. Some certified school employees may choose to volunteer in the SAHQ Program.

SAHQ Foundation (“Foundation”) is a New Mexico nonprofit corporation with an IRS 501(c)(3) designation. The Foundation is registered with the New Mexico Secretary of State as “SAHQ Backers.” The Foundation owns the facility at 1404 Lead SE, Albuquerque, NM 87106. The School’s charter application does not identify the Foundation as a partner or other entity fundamental to the School’s educational program or to provide essential financial support. At this time the Foundation is not planning to raise or provide funds for the School, but may do so eventually. However, such a relationship does not necessarily require an MOU or contract as suggested by the CSD. If, and when a contractual relationship other than the Lease or Facilities Use Agreement is contemplated, the School will follow the contract approval process, if required by the terms of the charter contract. The Foundation’s programming of performance training and sports nutrition program for youth and adults, (referred to as “SAHQ” in some sections of the charter and SAHQ Academy’s documents) is taught after school hours by volunteers. The Foundation’s volunteers who provide the Foundation programs have been referred to as SAHQ Backers, however, they are volunteers of the Foundation and not a separate legal entity. See page 2. The Foundation supports and manages its programs and its volunteers.

Foundation volunteers will not offer academic curricular programming to School students during the school day. However, School students will be able to participate in the Foundation-sponsored extracurricular after-school programming, which is not a requirement of the School's described educational program and is a separate learning opportunity independent from the School's operation. This student opportunity does not require a formal agreement between the School and the Foundation, because the opportunity (i.e. voluntary participation) is offered to the students directly by the Foundation and not as a program of the School.

The **Facility** at 1404 Lead SE, Albuquerque, NM 87106, currently houses classrooms, office, storage spaces, a gym and gym furnishings, and an auditorium. The Public School Facilities Authority has reviewed and approved the School's Facility Master Plan/Educational Specifications (see SAHQ Academy Charter Application, Required Appendix 1). The School plans to enter a lease agreement with the Foundation for the operation of the School. The Foundation will enter into a Facility Use Agreement with the School for the use of specific areas of the facility for the operation of the Foundation's programs. The use of the facility by the Foundation will not interfere or conflict with the operation of the School. The Facility Use Agreement and fee structure is based on the Albuquerque Public School's Facility Rentals policies/rates for nonprofit organizations and actual contracts reviewed by the School's founders.

As stated above, the School plans to enter into two agreements to delineate the obligations of the School and the Foundation as related to the School's building: a facility **Lease** between the School and the Foundation for the operation of the School and a **Facility Use Agreement** between the School and the Foundation for the operation of the SAHQ training and nutrition programs. Drafts of both documents have been submitted to the CSD.

The members of each entity described above are listed below:

SAHQ Backers, Foundation

- **Board members**
 - Chris Ware, Chair
 - Christen Aragon
 - Ric Martinelli
- **Volunteers (SAHQ Training Programs)**
 - Bree Rode
 - LaReylle Cunningham
 - Charlotte Rode
 - Lindsey Kerwin
 - Christen Aragon
 - Cari Cordova
 - Desiree Flores
 - Erin Vega

SAHQ Academy, School

- **Governing Council**

- David Beach
- Dana Allen
- Michael Carrilo
- Paul Fragua
- Gary Stepic
- Charlotte Rode

[HOME](#)

Search Information

 [Home](#)

Entity Details

Entity ID#: **4829638**Status: **Active**Entity Name: **SAHQ BACKERS**Standing: **Good Standing**DBA Name: **Not Applicable**

Entity Type and State of Domicile

Entity Type: **Domestic Nonprofit Corporation**Domestic State: **New Mexico**Statute Law Code: **53-8-1 to 53-8-99**

Formation Dates



Reporting Information



Period of Existence and Purpose and Character of Affairs



Outstanding Items

Pending Reports:

Fiscal year End Date	Report Due Date	Reporting Year	Filing Fee	Penalty	Total
12/31/2016	05/15/2017	2016	\$10	\$0	\$10

Total No. of Records: 1 Page 1 of 1

Contact Information

Mailing Address: **1409 CALIFORNIA NE, ALBUQUERQUE, NM, 87110 USA**Principal Place of Business in
New Mexico: **1404 LEAD SE, ALBUQUERQUE, NM, 87106 USA**Secondary Principal Place of
Business in New Mexico:**Not Applicable**

Principal Office Outside of New
Mexico:

Registered Office in State of
Incorporation:

Principal Place of Business in
Domestic State/ Country: **Not Applicable**

Principal Office Location in NM: **Not Applicable**

Registered Agent Information

Name: **CHARLOTTE RODE**

Geographical Location
Address:

Physical Address: **1409 CALIFORNIA NE,
ALBUQUERQUE, NM,
87110 USA**

Mailing Address: **NONE**

Date of Appointment: **10/29/2013**

Effective Date of
Resignation:

Director Information

Title	Name	Address
Director	BRENNAN RODE	1305 DAKOTA NE, ALBUQUERQUE, NM, 87110 USA
Director	LINDSEY KERWIN	1208 INDIANA NE, ALBUQUERQUE, NM, 87110 USA
Director	LAREYELLE CUNNINGHAM	6401 MOUNTAIN NE, ALBUQUERQUE, NM, 87110 USA

Officer Information

Title	Name	Address
No records to view.		

Organizer Information

Not Applicable

Incorporator Information

Title	Name	Address
-------	------	---------

Title	Name	Address
Incorporator	CHARLOTTE RODE	1409 CALIFORNIA NE, ALBUQUERQUE, NM, 87110 USA

.....

Trustee Information**Not Applicable****Filing History****License History**[Back](#)[Entity Name History](#)[Return to Search](#)

SAHQ Student/Family Information Book - DRAFT 2017-2018

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

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- A Curriculum Guide will be created to address available courses, graduation requirements, grade changes, dual credit requirements and available courses.

Welcome Students and Families!

On behalf of the Governing Board and school staff, I welcome you to the 2017-2018 School Year!

We are excited that you've made the choice to join the SAHQ Academy family. We are a State-Chartered public school for grades 7-12, beginning with grades 7-10 this year. It is our privilege to offer a hybrid educational delivery model that provides an engaging, rigorous and proven curriculum to address your child's individual needs.

The purpose of the student/family handbook is to help you familiarize yourself with the operations, policies, and procedures for SAHQ Academy. All the necessary information for staying up to date is posted on our website as www.sahqacademy.org. Please be sure to visit the website often and review your handbook, designed to help you and your children navigate the school year easily and to help avoid as many problematic issues as possible. If at any time you have any questions or need clarification on any policies or procedures, please let our faculty and staff know.

Each SAHQ Academy family is expected to stay involved and be engaged positively in their relationships with all members of our SA community. Your feedback and volunteerism is welcomed and appreciated. Become a VIP - **V**olunteers **I**mprove **P**erformance!

Please note that there are a variety of forms that you will need to complete and submit to the school. These forms can be located and downloaded from the SAHQ Academy website. Some of these forms are optional, others are not. Your feedback is always welcome. If you have any questions about which forms are necessary, please contact us for help.

We look forward to working with you to provide one of the most individual, innovative and educational experiences available anywhere!

Head Administrator

GOVERNING BOARD MEMBERS/Governing Board Policies (to be added)

SCHOOL STAFF (to be added)

SCHOOL CALENDAR (to be added)


SCHOOL HOURS:

Office Hours: Monday - Thursday 7:30 am – 4:30 pm
Friday – 7:30 am – 12:30 pm

School Day

SAHQ's school day begins at 8:00 and ends at 4:00, Monday through Thursday and from 8-12 on Fridays. Students who are not on pace as of Friday at 8:00 am are required to attend school on Saturday from 8-noon. Daily on-campus schedules include on-line academic work, face-to-face academic instruction, sports science and wellness courses and 30 minutes for lunch. Individual schedules are posted at the start of school and modified throughout the year as needed.

Students may take advantage of some of the following extra programs. Sign up is required.

- **Student Success Lab:** The SSL is a learning lab designed to give students a quiet space with a high-speed connection to support success with online courses. SSL is available from 8-12 on a student's non-scheduled school days by sign up or as required due to lack of success/progress. Friday Math tutoring from 8-12 is also available. Students may be required to attend SSL and/or Friday Math tutoring for lack of progress. Students not proficient in Math and/or Reading or dropping below 2.0 GPA will be placed on probationary enrollment.
- 
- **Middle School Plus Enrichment program:** offers classes to 6th- 8th grade students from 8-4 Tuesday and Thursday. This program is designed to further support the learning needs of young students. Sign up is required. Lab fees are applicable.
 - **Dual Credit Program:** Students in 10th grade who meet the Dual Credit requirements have the opportunity to participate in our Dual Credit Program allowing students to take CNM classes for dual credit. Students enrolled in Dual Credit courses are required to schedule a minimum of three lab sessions per week. Student advisors will provide more information for eligible students.

Closed Campus:

SAHQ Academy has a closed campus to provide safety for all students. Parents must give written permission for a student to leave early for an appointment, unless for an emergency. All students must check out from the

office before leaving early and must have prior parental permission in writing. Students will not be released for lunch unless picked up by a parent. **Please schedule all appointments on non-scheduled school days.**

Visitors:



All visitors to the campus must check in and receive a visitor's pass at the front desk located in the reception area. Visitors are to wait quietly at the reception area. The Receptionist will contact the appropriate staff member or student who will meet the visitor in the reception area and escort him/her to the approved destination. Visitors and parents are not permitted to enter the lab without escort. All visitors must adhere to all traffic flow signs and parking regulations including 5mph speed limit. Safety first!

Winter Cancellation Policy:

We will follow Albuquerque Public Schools directive for school closure. Please be sure you have access to TV, internet or radio broadcasts that will give you this information. We will follow delay and full day closures only. If weather conditions worsen during the day and APS directs that schools close early, SAHQ will notify parents by phone or other means of communication to come pick up their children.

Early Dismissal: The following emergency procedures will be followed in the event of early dismissal due to inclement weather or other unforeseen event that necessitates closing the school early:

- Parents/guardians will be notified by phone, mass email or through the local media that students will be dismissed early.
- We will keep students at a safe place at the school site until parents or their listed designee arrives for them.
- If parent/guardian cannot be reached, the designee will be contacted at the emergency telephone number listed on the enrollment card.
- School staff will request identification of any person they do not recognize as the parent or designee before releasing the student.

It is important to realize that under some emergency situations, it may not be possible to notify everyone by telephone, but we will do our very best with your cooperation.

ADMISSIONS/REGISTRATION:

SAHQ follows the requirements in accordance with the Charter School Act and Lottery policies. Any student, regardless of where he/she resides in New Mexico, may attend SAHQ. SAHQ enrollment policies prohibit discrimination on the basis of disability, race, creed, color, gender, national origin, religion, or need for special education services. The school is nonsectarian in its programs, admission policies and employment practices.

Registration is completed or updated each year to ensure that all information is current for each student.

Failure to provide the required information may delay or result in a student not being officially enrolled at the school. Forms in the registration packet include:

- enrollment forms
- emergency information
- health/medical consent forms
- immunization records
- free and reduced lunch forms (if applicable)

- copy of birth certificate
- custody orders (if applicable)
- home language survey

Please note that according to state law, all students must be in compliance with state immunization requirements, be in the process of receiving the immunization series, or meet exemption criteria before starting school. Exemptions are permitted for medical reasons or due to the conscientiously held beliefs of the parent/guardian. Proof of an exemption must be provided in lieu of immunizations to be allowed to enroll.

Once all applicable forms are completed and returned to the school, your student's registration will be deemed completed. Please contact the office as soon as possible with any change of address, contact information, emergency information, custody modification orders or phone numbers.

ATTENDANCE:

Reporting Absences/Tardiness

If a student is absent during their scheduled time, a parent/guardian is required to notify the school **before 9 AM** each day of absence (school attendance line phone number). Students arriving after 8:00 am must sign in at the office. See attendance policy for more information.

COMPULSORY ATTENDANCE POLICY

SAHQ will comply with all requirements for the identification, reduction and reporting of truancy per NMSA 22-12 and NMAC 6.10.8. . In addressing truancy, our goal at SAHQ is to keep children in school until age eighteen and not to suspend, expel or outright punish them for being truant.

DEFINITIONS:

- A. "Attendance" means students who are in class or in a school-approved activity. If a student is in attendance up to one half the total instructional time during a school day, the student will be counted as having attended one-half of a school day. If the student attends school for more than one-half of the total instructional time, the student will be counted as having attended for the full day.
- B. Excused absences: A parent/guardian must provide notice of an excused absence by phone or a signed written note describing one of the reasons listed below. The Head Administrator shall determine whether there is a sufficient basis to excuse the absence. Whenever possible, notification of a student's absence should be given prior to missing school. However, when the circumstances dictate, the information concerning a child's absence should be provided as soon after the missed school as possible. Failure to advise the school's registrar in writing or by telephone within two days of a student's absence may result in an "unexcused absence." Absence will be excused for the following reasons:

* Doctor's appointment	* Illness
* Religious commitment	* Death in the family
* Family Emergency	* Diagnostic testing

* Extenuating

Absences due to extenuating circumstances may be excused by the Head Administrator. The Head Administrator may request additional documentation to substantiate an “excuse” for an absence at his/her discretion.

- C. **Makeup Assignments:** Assignments missed due to excused absences must be made up by the student. The student is responsible for obtaining his/her assignments from his/her teacher and completing it within the timeframe determined by the teacher.
- D. **Unexcused Absences:** Unexcused absences will be tracked for purposes of determining whether a student’s attendance complies with the Compulsory Attendance Law. An “unexcused absence” means an absence from school or classes for which the student does not have an allowable excuse as determined by the rules of the SAHQ Governing Council.
- E. **Early identification/early intervention:**
 - “Early identification” means the process by which SAHQ determines and identifies students who have excessive absences and tardiness from an instructional day. Early identification includes SHAQ’s defined system for recording, reporting, and summarizing daily attendance of its students.
 - “Student in need of early intervention” means a student who has accumulated five unexcused absences within a school year.
 - “Habitual truant” means a student who has accumulated the equivalent of ten or more unexcused absences within a school year.

SAHQ will attempt to identify early on when there is a problem with a student’s regular attendance and to assist, when feasible, both the student and parent/guardian to improve attendance.

Process:

1. **After five unexcused absences:** If a student is in need of early intervention, SAHQ shall contact the student’s parent/guardian to inform them that the student has unexcused absences from school and to discuss possible interventions unless the parent/guardian provide an acceptable explanation for the absence and the excuse complies with the school’s attendance policy. If after the initial contact the student’s absences are not deemed excused, the Student Support Coordinator will meet with the student and his/her parent/guardian to identify the causes for the student’s unexcused absences, identify what actions can be taken that might prevent the student’s unexcused absences, identify possible school and community resources to address the causes for the student’s unexcused absences, and establish an action plan to address the student’s unexcused absences.
2. **After ten unexcused absences:** The student is considered habitually truant, and the school shall give written notice of the habitual truancy by mail or by personal service to the parent/guardian. The notice shall include a date, time and place for the parent to meet with the school to develop intervention strategies that focus on keeping the student in an educational setting. If there is another absence after delivery of a written notice of habitual truancy, the student shall within seven days of this unexcused absence be reported to the probation services of the judicial SAHQ where the student resides.

Class attendance will be taken and maintained by class period for every instructional day the student is in school or attending a school program.

Eligible students who participate in school-sponsored interscholastic extracurricular activities may be absent from school for such activities as provided in §22-12-2.1 of the Law, provided further that such excused absences from school for school sponsored interscholastic extracurricular activities shall not exceed fifteen (15) days per semester and no class may be missed in excess of fifteen times per semester. Eligible students shall have a 2.0 grade point average on a 4.0 scale, or its equivalent, either cumulatively or for the grading period immediately preceding participation. For purposes of this section, “grading period” is a period time not less than six weeks. The provisions of this section do not apply to special education students placed in class C and class D programs.

Students are not permitted to leave the school grounds before the regular dismissal without a parent/guardian checking them out, in person, through the office. No one may check a student out unless they are listed on the registration card, or the school has been notified, in writing, prior to dismissal.

Parents may not enter classrooms prior to dismissal, when picking up their students at the end of the school day. Student pick-up locations are indicated on the school property.

STUDENT DISCIPLINE

A primary responsibility of SAHQ and its staff shall be to instill in students that SAHQ is a community and that the policies and rules of our school are the laws of our community. SAHQ has both the authority and the responsibility to ensure that appropriate rules of student conduct and appropriate disciplinary processes are established for SAHQ. The most important rights and responsibilities you have while at SAHQ are to comply with the following:

- Following directions
- Respect school property and that of fellow students, staff members and neighbors
- Exhibit respectful behavior and language
- Practice safety at all times
- Use school equipment and materials appropriately
- Stay on school grounds in assigned areas
- Put forth your best effort
- Attend daily and be on time
- Maintain acceptable conduct during school functions, extracurricular activities and while on or around school property
- *Knowing the Rules* - SAHQ has rules for all students, which you must know and follow. If you break a rule, you will be treated fairly. You will be allowed to tell your side of the story to your teacher, advisor or someone in the administrative office. Consequences may include talking with you, talking with your parents/guardians, staying after school, or more severe consequences depending on your behavior.
- *Learning in School* - School will help you grow into a productive and successful adult. To do this, you must take part in all of your classes and other activities to the best of your ability. All school staff are there to help you do your best. If you have any questions or problems, ask for help.
- *Respecting Others* - Students who bother others and make it hard for them to learn may be removed from the classroom.

- *Coming to School* - You must attend school each day and be on time. When you are sick or have a family emergency, you may remain at home, but you must follow the school's policies on reporting absences.
- *Dress Code* - Freedom of expression, good judgment, respect for others and safety are the foundations of SAHQ's approach towards student dress. Clothing and accessories must be safe and non-distracting or disruptive to the educational program. Without limiting the generality of these principles, the following guidelines will be observed:
 - Attire or accessories which advertise, display or promote any drug, alcohol, tobacco, sexual activity, violence, disrespect or bigotry towards any group are not acceptable
 - Unacceptable clothing includes: sagging/bagging pants, midriff length tops, shorts/skirts shorter than finger-tip length, bare skin or underwear showing around the waste-line area.
 - Unacceptable shoes: Flip flop shoes or "heelies" are not permitted. Shoes must be closed-toed.
 - Shoes for PE Days: Sneakers or gym shoes are required for Physical Education. Classroom teachers can provide information concerning the days your children will have PE. Students wearing inappropriate shoes may be prohibited from participating in recess or PE.

Students may be removed from class and be required to obtain appropriate dress before being allowed to return. Repeated violations of the student dress guidelines may result in additional consequences at the sole discretion of the Head Administrator.

PROHIBITIVE ACTIVITIES: The following is a list of activities that can result in disciplinary action, however, this list is not exhaustive:

- Criminal or delinquent acts
- Gang related activity
- Sexual harassment
- Disruptive conduct
- Refusal to identify self
- Refusal to cooperate with school personnel
- Cheating or plagiarism
- Violation of dress code
- Public display of affection
- Verbal abuse or profanity
- Theft of pilfering
- Student possession of tobacco on school grounds
- Vandalism and tampering
- Violent behavior
- Threats
- False accusations
- Failure to report serious offenses
- Bullying and/or harassment
- Possession of dangerous or disruptive items
- Weapons
- Possession, sale and/or use of alcoholic beverages, narcotics, illegal drugs and/or prohibited substances
- Extortion

- Bomb threats or terroristic threats and throwing explosives or noxious substances
- Arson
- Inciting others or disruptions
- Assault or battery on school personnel

ELECTRONIC DEVICES - Students are not permitted to bring electronic devices such as but not limited to: iPods, electronic games, computers, tablets, Gameboys or other electronic devices (see Cell Phone Policy below) to school during the school day. Teachers and administrators will take appropriate actions if a student is observed using an electronic device during the school day, or if such devices disrupt the instructional setting. Disciplinary actions may include: immediate confiscation, a parent conference, in-school suspension or suspension, and loss of privileges.

CELL PHONES - If a family deems it necessary for a student to bring a cell phone to school, the following rule applies. Administration must be notified, and the phone must be in the “off” position and not be displayed for use during the entire school day. A student may only use his/her phone during the school day while in the administration office with permission to call his/her parent, guardian or designated person for an emergency or other appropriate reason or after or before school hours. Misuse of the cell phone rules will result in confiscation and the Head Administrator will call the parents to meet with the Head Administrator for purpose of discussing this policy and in order to retrieve the cell phone. SAHQ is not responsible for the loss and/or theft of any of cell phones.

CYBER BYLLYING - Cyber bullying is defined as a situation when a child is repeatedly harassed, humiliated, threatened, and intimidated, or otherwise targeted by another person through the use of digital technologies, including but not limited to, instant and text messaging, email, blogs, social websites (e.g. MySpace, Facebook), and chat rooms, therefore, affecting the student’s learning environment. SAHQ encourages the promotion of positive interpersonal relations between members of the school community. Aggressive behavior toward a student, whether by other students, staff, or third parties using social networking technologies is strictly prohibited and will not be tolerated. SAHQ will not tolerate any gestures, comments, threats, or actions, which cause or threaten to cause bodily harm or personal degradation using these social networking technologies. This policy applies to all activities at SAHQ, including activities on school property or while in route to or from school sponsored activities and during any school-sponsored, school approved or school-related activity or function, such as field trips or athletic events where students are under the school’s control, where an employee is engaged in school business, or if occurring off school property if the activity disrupts the school environment or another student’s access to a safe and healthy school environment.

CLASSROOM RULES - Individual classrooms have additional rules and consequences that will be reviewed with your child by the classroom teacher.

GENERAL DISCIPLINARY PROCESS: The following consequences may be imposed by the Head Administrator or Student Support Coordinator, in addition to consequences developed by the classroom teacher, for violations of school rules. All behaviors/activities requiring disciplinary action will be documented and maintained by the classroom teacher, the student’s advisor or the Student Support Coordinator depending on the level of severity.

Minor incidents/low-level inappropriate behaviors: Examples of minor incidents or low-level inappropriate

behaviors include (but are not limited to) abuse of personal electronic devices, dress code violations, general disruptive conduct (profanity, rudeness, dishonesty, insubordination, etc.), horseplay, inappropriate display of affection, out of school/class without permission, failure to comply with disciplinary consequences, refusal to cooperate with school personnel, cheating or plagiarism, or falsifying or misuse of any official document or communication.

Step I. Students who choose to disobey rules or display low-level inappropriate behaviors will meet with the classroom teacher, student support coordinator, or advisor for a face-to-face meeting. Depending upon the infraction, if the behavior occurs in the classroom, the teacher will attempt to redirect the inappropriate behavior or ask the student to step outside the classroom in order to resolve the issue. An additional consequence may be applied at the teacher's discretion.

Step II. After a student's third infraction of the minor incident, the student will be removed from the classroom and sent to the Head Administrator's or Student Support Coordinator's office with an incident (referral) form where a discussion about the behavior, the seriousness of the behavior, the root cause of the behavior, and possible solutions will be discussed.

Step III. If the minor behaviors continue to occur, or if more serious acts of misconduct occurs, the Head Administrator or Student Support Coordinator will contact the parents/guardians. If a meeting is indicated, arrangements will be made so that the student, classroom teacher, student support coordinator and his/her parents/guardians can meet to discuss the behavior and interventions to be implemented. At this time a behavior contract may be written and consequences will be administered. If attempts to notify parents/guardians by telephone are unsuccessful, parents will be notified by written form.

Step IV. Additional referrals will result in a referral to the Student Assistant Team to discuss other possible interventions such as a behavior management program, additional participation in the "Social Skills" program, a mentorship, screenings or evaluations, or other disciplinary action deemed appropriate by administration. A progressive discipline continuum provides consequences that range from a warning or loss of school privileges, to suspension or expulsion. SAHQ along with the cooperation of the student and his/her parent/guardian will take steps to avoid having to impose any stronger measures of discipline than contemplated in Steps I through III above. However, when prior efforts to correct behavior or if the situation warrants, SAHQ may choose to impose detentions, suspension and/or expulsion.

Extreme behaviors: Extreme behaviors include (but are not limited to) physical aggression, intentional bullying and/or other types of harassment, criminal or delinquent acts, gang related activity, theft or pilfering, refusal to identify self, vandalism and tampering, threats, false accusations, failure to report serious offenses, possession of dangerous or disruptive items, weapons, possession, sale and/or use of alcoholic beverages, narcotics, illegal drugs and/or prohibited substances, extortion, bomb threats or terroristic threats and throwing explosives or noxious substances, arson, or inciting others or disruptions. Extreme behavior offenses will be immediately referred to the Head Administrator who will determine an appropriate consequence including detentions, suspension and/or expulsion. Any student who is determined to have knowingly brought a weapon to school will be expelled from school for a period of not less than one year, however, the Head Administrator may modify the expulsion on a case-by-case basis.

Suspension from Extracurricular Activities, Athletic Participation or Field Trips

Parents will be notified by the school prior to their son or daughter being prohibited from participation in extracurricular activities, athletics, or field trips. Upon request, a student or the parent will be provided an opportunity for an informal conference with the Head Administrator and/or designee to discuss the conduct and penalty. Anytime a student is scheduled for in-school suspension or out of school suspension they are prohibited from attending an extracurricular activity, athletic activity, or field trip for any of the days that they are in in-school suspension or suspended. Students may participate in extracurricular activities, athletic activities, or field trips beginning at 7:30am the first school day following their suspension. For example, if a student is suspended on a Friday, they may not resume participation in any activities until the next school day, which would be Monday in this example.

CORPORAL PUNISHMENT

Corporal punishment shall not be utilized as a means of enforcing rules of conduct at SAHQ.

SEARCH AND SEIZURE

SAHQ recognizes that the privacy of students or their belongings may not be violated by unreasonable search and seizure and directs that no student be searched without reasonable suspicion or in an unreasonable manner. These searches are intended to be minimally intrusive such as emptying pockets, lockers (if applicable), backpacks, purses, removal of hats, socks, and shoes may be conducted by the Head Administrator. In the case of storage spaces provided to students by SAHQ, these spaces shall remain property of SAHQ and, in accordance with law, may be the subject of random searches. If students are provided places that can be secured by locks, students may lock them against incursion by other students, but in no such places shall students have such an expectation of privacy as to prevent examination by a school official. School authorities are charged with the responsibility of safeguarding the safety and well-being of the students in their care. In the discharge of that responsibility, school authorities may search the person or property of a student, with or without the student's consent, whenever they reasonably suspect that the search is required to discover evidence of a violation of law or of school rules. The extent of the search will be governed by the seriousness of the alleged infraction and the student's age. This authorization to search shall also apply at SAHQ's facility, during any school-sponsored activity whether on or off campus.

- A. **Search of Person** - Unless there is an immediate threat of health or safety of the student or others, parents/guardians of the student will be called prior to any search of a student's person. Search of a student's person shall be conducted by a person of the student's gender, in the presence of another staff member of the same gender, and only in exceptional circumstances – that is - when the health or safety of the student or of others is immediately threatened. Except as provided below, a request for the search of a student or a student's possessions will be directed to the Head Administrator who shall seek the freely offered consent of the student to the inspection. Search of a student's person, will involve, at most, a "pat down" of the students outer clothing. Whenever possible, search of a student's person will be conducted by the Head Administrator in the presence of the student's parent and a staff member other than the Head Administrator. A search prompted by the reasonable suspicion that health and safety are immediately threatened will be conducted with as much speed and dispatch as may be required to protect persons and property. In no event shall a SAHQ student be subjected to a "strip search."

- B. **Search of student vehicles** – student vehicles when on campus or otherwise under school control and students' personal effects which are not within their immediate physical possession may be searched in accordance with the requirements for locker searches.
- C. **Search of school property included lockers and school buses** – school lockers and school buses may be searched with or without students present. When students are not present for locker searches, another authorized person shall serve as a witness whenever possible. Locks furnished by students will not be destroyed unless the student refuses to open one or circumstances otherwise render such action necessary in the judgment of the Head Administrator.
- D. **Seizure of items** - Illegal items, legal items which threaten the safety or security of others and items which are used to disrupt or interfere with the educational process may be seized by authorized persons. Seized items shall be released to appropriate authorities or a student's parent or returned to the student when and if the administrative authority deems appropriate.
- E. **Notification of law enforcement authorities** - The Head Administrator shall have discretion to notify the local children's court attorney, SAHQ attorney or other law enforcement officers when search for possession of an illegal substance or item is suspected, to conduct the search. If the school conducts the search and it discloses illegally possessed contraband material or evidence of some other crime or delinquent act, local law enforcement will be called.
- F. **Record Keeping** - The Head Administrator shall promptly make a record of each search of a student' property or person and include the reasons for the search; information received that established the need for the search and the name of informant, if any; the persons present when the search was conducted; any substances or objects found; and the disposition made of them. The Head Administrator shall be responsible for the custody, control, and disposition of any illegal or dangerous substance or object taken from a student.

PROCEDURE FOR DETENTIONS, SUSPENSIONS AND EXPULSIONS:

SAHQ will prescribe and enforce standards of conduct for its enrolled students consistent with constitutional safeguards of individual student rights. The right to a public education is not absolute; it may be taken away, temporarily or permanently, for violations of school rules. But it is a property right which may only be denied where school authorities have adhered to the minimum procedural safeguards required to afford the student due process of law. This section prescribes minimum requirements for detention, in school suspension and temporary, long-term or permanent removal of students from the SAHQ. SAHQ may adopt procedures which afford students more protection than this rule requires. The procedures in this section apply only to disciplinary detentions, suspensions and expulsions. Nothing in this section should be construed as prohibiting the Governing Council or its administrative authorities from involving other school staff, students and members of the community in the enforcement of rules of student conduct to the extent they believe is appropriate.

A. Post-suspension placement of students. Any student suspended from school shall be delivered directly by a school official to the student's parent(s), legal guardian or an adult designated by the parent(s) or the legal guardian, or kept on school grounds until the usual end of the school day.

B. Students with disabilities. This Section does not apply to long-term suspension or expulsion of students who are disabled pursuant to the IDEA or Section 504. The procedures for long-term suspension or expulsion of disabled students are set forth in Section 6.11.2.11 NMAC and are listed in the DISCIPLINARY REMOVALS OF STUDENTS WITH DISABILITIES. School personnel under this section may remove a student with a disability who violates a rule of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 consecutive school days (to the extent those alternatives are applied to students without disabilities), and for additional removals of not more than 10 consecutive school days in that same school year for separate incidents of misconduct (as long as those removals do not constitute a change of placement under the DISCIPLINARY REMOVALS OF STUDENTS WITH DISABILITIES section).

C. Immediate removal: Students whose presence poses a continuing danger to persons or property or an ongoing threat of interfering with the educational process may be immediately removed from school, subject to the following rules.

- (1) A rudimentary hearing, as required for temporary suspensions, shall follow as soon as possible.
- (2) Students shall be reinstated after no more than one school day unless within that time a temporary suspension is also imposed after the required rudimentary hearing. In such circumstances, a single hearing will support both the immediate removal and a temporary suspension imposed in connection with the same incident(s).
- (3) The school shall exert reasonable efforts to inform the student's parent of the charges against the student and the action taken as soon as practicable. If the school has not communicated with the parent by telephone or in person by the end of the school day following the immediate removal, the school shall on that day mail a written notice with the required information to the parent's address of record.

D. Temporary suspension.

- (1) The SAHQ Governing Council may limit temporary suspensions to periods shorter than ten (10) school days.

(2) A student facing temporary suspension shall first be informed of the charges against him or her and, if (s)he denies them, shall be told what evidence supports the charge(s) and be given an opportunity to present his or her version of the facts. The following rules apply.

(a) The hearing may be an informal discussion and may follow immediately after the notice of the charges is given.

(b) Unless the administrative authority decides a delay is essential to permit a fuller exploration of the facts, this discussion may take place and a temporary suspension may be imposed within minutes after the alleged misconduct has occurred.

(c) A student who denies a charge of misconduct shall be told what act(s) (s)he is accused of committing, shall be given an explanation of the evidence supporting the accusation(s) and shall then be given the opportunity to explain his or her version of the facts. The administrative authority is not required to divulge the identity of informants, although (s)he should not withhold such information without good cause. (S)he is required to disclose the substance of all evidence on which (s)he proposes to base a decision in the matter.

(d) The administrative authority is not required to allow the student to secure counsel, to confront or cross-examine witnesses supporting the charge(s), or to call witnesses to verify the student's version of the incident, but none of these is prohibited.

(e) The school shall exert reasonable efforts to inform the student's parent of the charges against the student and their possible or actual consequence as soon as practicable. If the school has not communicated with the parent by telephone or in person by the end of the first full day of suspension, the school shall on that day mail a written notice with the required information to the parent's address of record.

E. In-school suspension.

(1) In-school suspension may be imposed with or without further restriction of student privileges. Any student who is placed in an in-school suspension which exceeds ten (10) school days must be provided with an instructional program that meets both state and local educational requirements. Student privileges, however, may be restricted for longer than ten (10) school days.

(2) In-school suspensions of any length shall be accomplished according to the procedures for a temporary suspension as set forth above. The SAHQ Governing Council may limit the length of in-school suspensions which may be accomplished under temporary suspension procedures. No in-school suspension student shall be denied an opportunity to eat lunch or reasonable opportunities to go to the restroom.

F. Detention.

(1) Detention may be imposed in connection with in-school suspension, but is distinct from in-school suspension in that it does not entail removing the student from any of his or her regular classes.

(2) SAHQ has the authority to supervise and control the conduct of students and includes the authority to impose reasonable periods of detention during the day or outside normal school hours as a disciplinary measure. No detained student shall be denied an opportunity to eat lunch or

reasonable opportunities to go to the restroom. Reasonable periods of detention may be imposed in accordance with the procedures for temporary suspension.

G. Long-term suspension and expulsion.

- (1) The SAHQ Governing Council shall authorize appropriate administrative authorities to initiate procedures leading to long-term suspension or expulsion. Where prompt action to suspend a student long-term is deemed appropriate, a temporary suspension may be imposed while the procedures for long-term suspension or expulsion are activated. However, where a decision following the required formal hearing is delayed beyond the end of the temporary suspension, the student must be returned to school pending the final outcome unless the provisions of Subsection G, Paragraph (4), Subparagraphs (j) and (k) below apply.
- (2) A student who has been validly expelled or suspended is not entitled to receive any educational services from the SAHQ during the period of the exclusion from school. The SAHQ Governing Council may provide alternative arrangements, including correspondence courses at the student's or parent's expense pursuant to NMPED requirements, if the Governing Council deems such arrangements appropriate.
- (3) The SAHQ shall establish, or shall authorize appropriate administrative authorities to establish, appropriate processes for handling long-term suspensions and expulsions. Unless the terms expressly indicate otherwise, nothing in the procedures below shall be construed as directing that any required decision be made by any particular person or body or at any particular level of administrative organization.
- (4) The following rules shall govern the imposition of long-term suspensions or expulsions:
 - (a) Hearing authority; disciplinarian. The same person or group may, but need not, perform the functions of both hearing authority and disciplinarian. Where the functions are divided, the hearing authority's determination of the facts is conclusive on the disciplinarian, but the disciplinarian may reject any punishment recommended by the hearing authority.
 - (b) Review authority. Unless the SAHQ Governing Council provides otherwise, a review authority shall have discretion to modify or overrule the disciplinarian's decision, but may not impose a harsher punishment. A review authority shall be bound by a hearing authority's factual determinations except as provided in Subsection G, Paragraph (4), Subparagraph (o) below.
 - (c) Disqualification. No person shall act as hearing authority, disciplinarian or review authority in a case where (s)he was directly involved in or witnessed the incident(s) in question, or if (s)he has prejudged disputed facts or is biased for or against any person who will actively participate in the proceedings.
 - (d) The SAHQ Governing Council may act as hearing authority, disciplinarian or review authority for any cases involving proposed long-term suspensions or expulsions. Whenever a quorum of the Governing Council acts in any such capacity, however, the Open Meetings Act, Section 10-15-1 et seq., NMSA 1978 requires a public meeting.
 - (e) Initiation of procedures. An authorized administrative authority shall initiate procedures for long-term suspension or expulsion of a student by designating a hearing authority and disciplinarian in accordance with SAHQ Governing Council policies, scheduling a formal hearing in consultation with the hearing authority and preparing and

serving a written notice meeting the requirements of Subsection G, Paragraph (4), Subparagraph (h) below.

(f) Service of notice. The written notice shall be addressed to the student, through his or her parent(s), and shall be served upon the parent(s) personally or by mail.

(g) Timing of hearing. The hearing shall be scheduled no sooner than five (5) nor later than ten (10) school days from the date of receipt of the notice by the parent(s). The hearing authority may grant or deny a request to delay the hearing in accordance with the provisions of Subsection G, Paragraph (4), Subparagraph (i) below.

(h) Contents of notice. The written notice will contain all of the following information, parts of which may be covered by appropriate reference to copies of any policies or regulations furnished with the notice:

(i) the school rule(s) alleged to have been violated, a concise statement of the alleged act(s) of the student on which the charge(s) are based and a statement of the possible penalty;

(ii) the date, time and place of the hearing, and a statement that both the student and parent are entitled and urged to be present;

(iii) a clear statement that the hearing will take place as scheduled unless the hearing authority grants a delay or the student and parent agree to waive the hearing and comply voluntarily with the proposed disciplinary action or with a negotiated penalty, and a clear and conspicuous warning that a failure to appear will not delay the hearing and may lead to the imposition of the proposed penalty by default;

(iv) a statement that the student has the right to be represented at the hearing by legal counsel, a parent or some other representative designated in a written notice filed at least seventy-two (72) hours before the hearing with the contact person named pursuant to Subsection G, Paragraph (4), Subparagraph (h), Sub-subparagraph (vi) below;

(v) a description of the procedures governing the hearing;

(vi) the name, business address and telephone number of a contact person through whom the student, parent or designated representative may request a delay or seek further information, including access to any documentary evidence or exhibits which the school proposes to introduce at the hearing; and

(vii) any other information, materials or instructions deemed appropriate by the administrative authority who prepares the notice.

(i) Delay of hearing. The hearing authority shall have discretion to grant or deny a request by the student or the appropriate administrative authority to postpone the hearing. Such discretion may be limited or guided by SAHQ policies not otherwise inconsistent with NMAC 6.11.2.

(j) Students status pending hearing. Where a student has been suspended temporarily and a formal hearing on long-term suspension or expulsion will not occur until after the temporary suspension has expired, the student shall be returned to school at the end of the temporary suspension unless:

- (i) the provisions of Subsection G, Paragraph (4), Subparagraph (k) of below apply, or
 - (ii) the student and parent(s) have knowingly and voluntarily waived the students right to return to school pending the outcome of the formal proceedings, or
 - (iii) the appropriate administrative authority has conducted an interim hearing pursuant to a written SAHQ Governing Council policy made available to the student which affords further due process protection sufficient to support the student's continued exclusion pending the outcome of the formal procedures.
- (k) Waiver of hearing; voluntary compliance or negotiated penalty. A student and his or her parent(s) may elect to waive the formal hearing and review procedures and comply voluntarily with the proposed penalty, or may waive the hearing and review and negotiate a mutually acceptable penalty with the designated disciplinarian. Such a waiver and compliance agreement shall be made voluntarily, with knowledge of the rights being relinquished, and shall be evidenced by a written document signed by the student, the parent(s), and the appropriate school official.
- (l) Procedure for hearing and decision. The formal hearing is not a trial. It is an administrative hearing designed to ensure a calm, orderly determination by an impartial hearing authority of the facts of a case of alleged serious misconduct. Technical rules of evidence and procedure do not apply. The following-rules govern the conduct of the hearing and the ultimate decision.
- (i) The school shall have the burden of proof of misconduct.
 - (ii) The student and his or her parent shall have the following rights: The right to be represented by legal counsel or other designated representative, however, the school is not required to provide representation; the right to present evidence, subject to reasonable requirements of substantiation at the discretion of the hearing authority and subject to exclusion of evidence deemed irrelevant or redundant; the right to confront and cross-examine adverse witnesses, subject to reasonable limitation by the hearing authority; the right to have a decision based solely on the evidence presented at the hearing and the applicable legal rules, including the governing rules of student conduct.
 - (iii) The hearing authority shall determine whether the alleged act(s) of misconduct have been proved by a preponderance of the evidence presented at a hearing at which the student and/or a designated representative have appeared.
 - (iv) If no one has appeared on the student's behalf within a reasonable time after the announced time for the hearing, the hearing authority shall determine whether the student, through the parent, received notice of the hearing. If so, the hearing authority shall review the schools' evidence to determine whether it is sufficient to support the charges(s) of misconduct.
 - (v) A hearing authority who is also a disciplinarian shall impose an appropriate sanction if (s)he finds that the allegations of misconduct have been proved under the standards of either Subsection G, Paragraph (4), Subparagraph (l), Sub-subparagraph (iii) or Sub-subparagraph (iv) above. A hearing authority who is not a disciplinarian shall report its findings, together with any recommended sanction, to the disciplinarian promptly after the hearing.

- (vi) Arrangements to make an audio recording or keep minutes of the proceedings shall be made by the administrative authority who scheduled the hearing and prepared the written notice. A verbatim written transcript is not required, but any minutes or other written record shall fairly reflect the substance of the evidence presented.
- (vii) The hearing authority may announce a decision on the question of whether the allegation(s) of misconduct have been proved at the close of the hearing. A hearing authority who is also a disciplinarian may also impose a penalty at the close of the hearing.
- (viii) In any event, the hearing authority shall prepare and mail or deliver to the student, through the parent, a written decision within five (5) working days after the hearing. The decision shall include a concise summary of the evidence upon which the hearing authority based its factual determinations. A hearing authority who is also a disciplinarian shall include in the report a statement of the penalty, if any, to be imposed, and shall state reasons for the chosen penalty. A hearing authority who is not a disciplinarian shall forward a copy of his or her written decision to the disciplinarian forthwith. The disciplinarian shall prepare a written decision, including reasons for choosing any penalty imposed, and mail or deliver it to the student, through the parent, within five (5) working days of receipt of the hearing authority's report.
- (ix) A disciplinarian who is not a hearing authority may observe but not participate in the proceedings at a formal hearing. If the disciplinarian has done so and if the hearing authority announces a decision at the close of the hearing, the disciplinarian may also announce his or her decision at that time.
- (x) The disciplinarian's decision shall take effect immediately upon initial notification to the parent, either at the close of the hearing or upon receipt of the written decision. If initial notification is by mail, the parent shall be presumed to have received the notice on the fifth calendar day after the date of mailing unless a receipt for certified mail, if used, indicates a different date of receipt.
- (m) Effect of decision. If the hearing authority decides that no allegation(s) of misconduct have been proved, or if the disciplinarian declines to impose a penalty despite a finding that an act or acts of misconduct have been proved, the matter shall be closed. If the disciplinarian imposes any sanction on the student, the decision shall take effect immediately upon notification to the parent and shall continue in force during any subsequent review.
- (n) Right of review. Unless the local school Council was the disciplinarian, a student aggrieved by a disciplinarian's decision after a formal hearing shall have the right to have the decision reviewed if the penalty imposed was at least as severe as a long-term suspension or expulsion, an in-school suspension exceeding one school semester or a denial or restriction of student privileges for one semester or longer. A local school Council may grant a right of review for less severe penalties. Local school boards shall establish appropriate mechanisms for review except where the local Council was the disciplinarian, in which case its decision is final and not reviewable administratively. A student request for review must be submitted to the review authority within ten (10) school days after the student is informed of the disciplinarian's decision.

- (o) Conduct of review. Unless the SAHQ Governing Council provides otherwise, a review authority shall have discretion to modify the disciplinarian's decision, including imposing any lesser sanction deemed appropriate. A review authority shall be bound by the hearing authority's factual determinations unless the student persuades the review authority that a finding of fact was arbitrary, capricious or unsupported by substantial evidence or that new evidence which has come to light since the hearing and which could not with reasonable diligence have been discovered in time for the hearing would manifestly change the factual determination. Upon any such finding, the review authority shall have discretion to receive new evidence, reconsider evidence introduced at the hearing or conduct a de novo hearing. In the absence of any such finding, the review shall be limited to an inquiry into the appropriateness of the penalty imposed.
- (p) Form of review. Unless the SAHQ Governing Council otherwise, a review authority shall have discretion to conduct a review on the written record of the hearing and decision in the case, to limit new submissions by the aggrieved student and school authorities to written materials and/or to grant a conference or hearing at which the student and his or her representative, and school authorities may present their respective views in person. Where a conference or hearing is granted, the record-keeping requirements of Subsection G., Paragraph (4), Sub-paragraph (l), Sub-sub-paragraph (vi) above apply.
- (q) Timing of review. Except in extraordinary circumstances, a review shall be concluded no later than fifteen (15) working days after a student's written request for review is received by the appropriate administrative authority.
- (r) Decision. A review authority may announce a decision at the close of any conference or hearing held on review. In any event, the review authority shall prepare a written decision, including concise reasons, and mail or deliver it to the disciplinarian, the hearing authority and the student, through the parent, within ten (10) working days after the review is concluded.
- (s) Effect of decision. Unless the local school Council provides otherwise, a review authority's decision shall be the final administrative action to which a student is entitled.

DISCIPLINARY REMOVALS OF STUDENTS WITH DISABILITIES:

A. The following rules shall apply when a student with a disability under IDEA violates a rule of conduct as set forth in this rule which may result in:

- (1) long-term suspension or expulsion; or
- (2) any other disciplinary change of the student's current educational placement as specified in the federal regulations implementing IDEA at 34 CFR Secs. 300.530 through 300.536 and these or other department rules and standards.

B. When behavior is not a manifestation of disability. For disciplinary changes in placement that would exceed 10 consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child's disability pursuant to Subsection C of this section, school personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to children without disabilities, except as provided in Subsection I of this section.

C. Manifestation determination

(1) Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a rule of student conduct, the administrative authority, the parent and relevant members of the child's IEP team (as determined by the parent and the administrative authority) must review all relevant information in the student's file, including the child's IEP, any teacher observations and any relevant information provided by the parents to determine:

(a) if the conduct in question was caused by, or had a direct and substantial relationship to the child's disability; or

(b) if the conduct in question was the direct result of the administrative authority's failure to implement the IEP.

(2) The conduct must be determined to be a manifestation of the child's disability if the administrative authority, the parent and relevant members of the child's IEP team determine that a condition in either Subparagraph (a) or (b) of Paragraph (1) of Subsection C of 6.11.2.11 NMAC was met.

(3) If the administrative authority, the parent and relevant members of the child's IEP team determine the condition described in Subparagraph (b) of Paragraph (1) of Subsection C of 6.11.2.11 NMAC was met, the administrative authority must take immediate steps to remedy those deficiencies.

D. Determination that behavior is manifestation of disability. If the administrative authority, the parent and relevant members of the IEP team make the determination that the conduct was a manifestation of the child's disability, the IEP team must comply within 34 CFR Sec. 300.530(f).

E. Special circumstances. School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child's disability, if the child's behavior involves one of the special circumstances listed in 34 CFR Sec. 300.530(g). For purposes of this subsection, the definitions provided in 34 CFR Sec. 300.530(i) shall apply.

F. Determination of setting. The student's IEP team determines the interim alternative educational setting for services under Subsections B and E of this section.

G. Change of placement because of disciplinary removals. For purposes of removals of a student with a disability from the child's current educational placement under 6.11.2.11 and 6.11.2.12 NMAC, a change of placement occurs if the conditions provided Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a rule of student conduct, the administrative authority, the parent and relevant members of the child's IEP team (as determined by the parent and the administrative authority) must review all relevant information in the student's file, including the child's IEP, any teacher observations and any relevant information provided by the parents to determine:

(a) if the conduct in question was caused by, or had a direct and substantial relationship to the child's disability; or

(b) if the conduct in question was the direct result of the administrative authority's failure to implement the IEP.

(1) The conduct must be determined to be a manifestation of the child's disability if the administrative authority, the parent and relevant members of the child's IEP team determine that a condition in either Subparagraph (a) or (b) of Paragraph (1) of Subsection C of 6.11.2.11 NMAC was met.

(2) If the administrative authority, the parent and relevant members of the child's IEP team determine the condition described in Subparagraph (b) of Paragraph (1) of Subsection C of

6.11.2.11 NMAC was met, the administrative authority must take immediate steps to remedy those deficiencies.

H. Determination that behavior is manifestation of disability. If the administrative authority, the parent and relevant members of the IEP team make the determination that the conduct was a manifestation of the child's disability, the IEP team must comply within 34 CFR Sec. 300.530(f).

I. Special circumstances. School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child's disability, if the child's behavior involves one of the special circumstances listed in 34 CFR Sec. 300.530(g). For purposes of this subsection, the definitions provided in 34 CFR Sec. 300.530(i) shall apply.

J. Determination of setting. The student's IEP team determines the interim alternative educational setting for services under Subsections B and E of this section.

K. Change of placement because of disciplinary removals. For purposes of removals of a student with a disability from the child's current educational placement under 6.11.2.11 and 6.11.2.12 NMAC, a change of placement occurs if the conditions provided in 34 CFR Sec. 300.536 are met.

L. Parental notification. On the date on which the decision is made to make a removal that constitutes a change of placement of a student with a disability because of a violation of a code of student conduct, the administrative authority must notify the parents of that decision, and provide the parents the procedural safeguards notice described in 34 CFR Sec. 300.504.

M. Services. A student with a disability who is removed from the student's current placement pursuant to this section must continue to receive special education and related services as provided in 34 CFR Sec. 300.530(d).

N. Appeal.

(1) The parent of a student with a disability who disagrees with any decision regarding the placement or the manifestation determination under this section, or an administrative authority that believes that maintaining the current placement of the student is substantially likely to result in injury to the student or others, may appeal the decision by requesting a hearing. The hearing is requested by filing a complaint pursuant to Subsection I of 6.31.2.13 NMAC.

(2) A hearing officer who hears a matter under Paragraph (1) of Subsection J of 6.11.2.11 NMAC, has the authority provided in 34 CFR Sec. 300.532(b).

(3) When an appeal under this subsection has been made by either the parent or the administrative authority, the student must remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the time period specified in Subsections B or E of this section, which ever occurs first, unless the parent and the administrative authority agree otherwise.

BULLY PROHIBITION POLICY

SAHQ believes that providing an educational environment for all students, employees, volunteers and families, free from harassment, intimidation, or bullying supports a total learning experience that promotes personal growth, healthy interpersonal relationships, wellness and freedom from discrimination and abuse. The safety and well being of all students is of primary importance. SAHQ does not permit and it is the school's goal of preventing and responding to acts of bullying, intimidation, violence, and other disruptive behavior as required by NMAC 6.12.7.

A. Definitions

- **Bullying.** Bullying is any repeated and deliberate written, verbal expression, physical act or gesture or pattern of such that causes a student(s) to feel distressed or intimidated and which substantially interferes with another student(s) education, opportunities or performance in school, on school grounds, in school vehicles or at school activities or sanctioned events.
- **Harassment.** Bullying includes harassment, which is knowingly pursuing a pattern of conduct that is intended to annoy alarm or terrorize another person. (Harassment based on race, sex, ethnicity, national origin, religion, disability, age or sexual orientation is addressed below under “Anti-Discrimination and Harassment Policy”).
- **Hazing.** Bullying also includes “hazing” which is defined as: committing an act against a student, or coercing a student into committing an act, that creates a risk of harm to a person, in order for that student to be initiated into or affiliated with a student organization, or for any other purpose.
- **Cyber stalking.** Means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.
- **Cyber bullying.** Is defined as a situation when a child is repeatedly harassed, humiliated, threatened, and intimidated, or otherwise targeted by another person through the use of digital technologies, including but not limited to, instant and text messaging, email, blogs, social websites (e.g. MySpace, Facebook), and chat rooms, therefore, affecting the student’s learning environment. All licensed SAHQ employees will complete annual training on how to recognize signs of cyberbullying.

Examples - Actions that will be viewed as “bullying” include but are not limited to:

- Repeated and/or intentional teasing, use of sarcasm or malicious jokes.
- Name-calling, belittling comments.
- Non-verbal behavior such as gestures, or graphic written statements.
- Conduct that is physically threatening, harmful, intimidating or humiliating.
- Inappropriate physical restraint.
- Cyber bullying and Cyber stalking as defined above.

B. Reporting and Complaints - Students and parents may file verbal or written complaints concerning suspected bullying behavior to school personnel and administrators. A “Bullying Complaint Form” will be attached at the end of the Family and Student Book. Students, parents and/or staff should use the following guidelines when reporting bullying:

- Any student who believes he/she has been the victim of harassment, intimidation, bullying, or hazing by a student or school personnel, or any person with knowledge or belief of such conduct that may constitute harassment, intimidation, bullying, or hazing toward a student should immediately report the alleged acts.
- The report may be made to any staff member including a teacher or the Head Administrator. If the complaint is made by a student, to a staff member he or she will assist the student in reporting to the Head Administrator.
- Teachers and other school staff who witness acts of bullying or receive student reports of bullying are required to promptly notify the Head Administrator. Reports should be made in writing using the Bullying Complaint Form. A copy of this form will be submitted to the Head Administrator.

- If a student makes a verbal report to a teacher, the teacher should complete the form or take the child to the Head Administrator where a form will be completed on the child's behalf.
- Any licensed SAHQ employee who has information about or a reasonable suspicion of cyberbullying shall report the matter to the Head Administrator, who will take immediate steps to ensure prompt investigation of the report.

C. Process - The investigation shall consist of personal interviews with the complainant, the individual(s) against whom the complaint was filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of other methods or documents deemed relevant by the investigator.

D. Confidentiality - The right to confidentiality, both of the complainant and the accused, shall be preserved consistent with applicable laws and to the extent possible. However, SAHQ cannot guarantee absolute confidentiality, because it may be necessary to discuss the complaint with others who are witnesses or who may have information about the complaint.

E. Outcome - The investigation shall be completed as soon as possible. The Head Administrator (or investigator) shall make a written report concerning the bullying. In determining whether the alleged conduct constitutes bullying, the totality of the circumstances, the nature of the conduct, the student's history, and the context in which the alleged conduct occurred will be investigated. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy. A copy of the completed report will be maintained by the Head Administrator. To the extent permitted under the Family Educational Rights and Privacy Act (FERPA)(to protect the privacy of the student alleged to have committed the bullying) the Head Administrator will notify the parent or guardian making the complaint of the outcome of the investigation. The Head Administrator or designee shall notify the parent or guardian about a determination that their child has committed a verified act of bullying and the consequences for the child's actions.

F. Consequences - Verified acts of bullying shall result in intervention by the Head Administrator or his/her designee that is intended to ensure that the prohibition against bullying behavior is enforced. While conduct that rises to the level of "bullying" as defined above will generally warrant disciplinary action against the perpetrator of such bullying, whether and to what extent to impose disciplinary action (detention, in and out-of-school suspension, expulsion, or other consequences to be determined) is a matter for the professional discretion of the Head Administrator. Repeated offenses will warrant increasingly severe consequences, up to and including expulsion.

If a student bullies another student, one or more of the following may occur:

- Interventions
- Referral to SAT
- Individual or group counseling
- Peer mediation
- Parent notification/meeting
- Additional consequences such as suspension
- Referral to an outside agency for additional support

The Head Administrator will take prompt disciplinary action in response to cyberbullying confirmed through investigation. Disciplinary action must be by the least restrictive means necessary to address a hostile

environment of the school campus from the confirmed cyberbullying and may include counseling, mediation and appropriate disciplinary action that is consistent with the legal rights of the involved students.

G. Consequences for Knowingly Making False Reports - False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.

H. Retaliation - Retaliation against an individual who either orally reports or files a written complaint regarding harassment, intimidation, bullying, or hazing or who participates in or cooperates with an investigation is prohibited.

I. Anti-Bullying/cyberbullying included in Health Education Curriculum - "Health Education" is the instructional program that provides the opportunity to motivate and assist all students to maintain and improve their health, prevent disease, and reduce health related risk behaviors. It allows students to develop and demonstrate increasingly sophisticated health-related knowledge, attitudes, skills, and practices. It meets the content standards with benchmarks and performance standards as set forth in 6.30.2.19 NMAC. Bullying behavior is mentioned specifically in many areas of the Health Education performance standards, in all grade levels. All students need to be aware of bullying behavior beginning in 6th grade and continuing throughout their school years. It is imperative that students are comfortable with understanding, describing, and recognizing bullying behaviors, and then in the later grades being able to analyze those behaviors and role play refusal skills. Our curriculum does recognize and address the importance of bully prevention skills in all grade levels.

INTERNET USE

At SAHQ our students have access to many valuable instructional technology tools as well as Internet access. Our goal is to teach students to utilize these electronic resources to enhance our school's instructional goals. SAHQ has taken precautions to ensure that students are using the Internet and other electronic resources for appropriate educational means. Student use of the Internet and multimedia resources will be supervised by an adult at all times. However, we cannot guarantee that students will refrain from locating inappropriate sources. SAHQ is committed to education for internet safety for students and parents. The information below will be reviewed with parents and students during orientation. All parents and students sign the Technology Acceptable Usage during registration. School network spaces are analogous to student desks or lockers and may be inspected when network maintenance becomes necessary or if students are suspected of abusing access rights, and to ensure compliance with SAHQ policy and applicable laws and regulations.

Student Network Account and Electronic Communications:

Please be advised of the following information before using SAHQ network accounts:

SAHQ students will be able to access the computer network on a regular basis for electronic e-mail and the Internet, including their coursework. To gain access to e-mail and the Internet all students under the age of 18 must obtain parental permission.

The following practices while using SAHQ electronic mail and accessing the Internet shall be prohibited:

- Any use for political or commercial purposes
- The use of electronic mail in any matter that is contrary to school policy
- Any use of profanity or inappropriate language on electronic mail
- Any use that disrupts the educational and administrative goals of the school
- Any use of the account by anyone but the authorized owner of the account
- Any reproduction of copyrighted material without explicit permission
- Access of material that has been deemed inappropriate for school use

- Sending or receiving offensive messages or pictures
- Harassing, insulting, or attacking others
- Damaging computers, computer systems, or computer networks
- Using another's password
- Trespassing on another's folders, work or files
- You may only log onto one machine at a time
- **DO NOT** share your user-name or password with anyone.
- You are responsible for **ALL** activity while your account is logged in. If you walk away from a computer while logged in, **you are still responsible**.
- If you use or plan to use technology to do harm, you risk losing your network privileges – and access to your courses – as well as being suspended or expelled from school.
- All activities on our school network **ARE** monitored and logged including personal laptops.

Violations may result in loss of access as well as other disciplinary or legal action.

Staff and students will be allowed access to Internet resources with the understanding that some material that can be accessed on the Internet is inaccurate; additionally, some resources contain material that is deemed contrary to prevailing community standards and is inappropriate for classroom use, and that access of such resources will not be permitted.

The school will provide a computer interface to Internet services that students should use in accessing instructional and reference material on the Internet. This interface will be designed so that objectionable materials are not easily available, however, the Internet is designed in such a manner that all material contained within it are accessible using various search and retrieval tools. Students and Parents must be informed that inappropriate materials could be encountered during students' research to achieve valid instructional objectives. If inappropriate material is inadvertently encountered, students are required to notify SAHQ staff immediately and shall disengage from the material. Students and teachers must be instructed in the necessary procedures of evaluation of information and resources as part of their ongoing education for life in modern society.

INTERNET SAFETY TIPS FOR PARENTS- Middle School Students:

If you have a profile on a social networking site*:

- Set up profile to Private or Friends only – otherwise you are giving cyber predators permission to view it.
- Only add people to your friends' list that you already know.
- Protect your personal information as well as personal information about your friends.
- If you are too young to be on a site, don't lie about your age to join.
- Delete mean or embarrassing comments.
- Beware of invitations through comments or bulletins to view videos or click on links; they may be attempts to capture your password and introduce a virus.
- Remember that anyone can lie online. A stranger could be a cyber-predator if:
 - The stranger asks for your picture.
 - The stranger invites you to view his/her web cam.
 - The stranger asks if you are alone.
 - The stranger talks about sexual matters.
 - The stranger wants to meet you in person.
- If you are thinking about posting your pictures on a public site, think about this:

Once you have placed your picture on a public Internet site, it's out there forever and there is no taking it back.

- Software manipulation of photographs makes it possible for that photo to be altered and put back on the Internet or traded among child pornographers.
- Be anonymous: Don't provide personal information in your user name or screen name.
- Don't use passwords that are easy to guess (i.e., the name of your pet).
- Is your computer protected? Does it have anti-virus software installed?
- Do you have a firewall?
- Be aware that opening an email from an unknown source may result in a virus being introduced that could damage your computer.
- If you post your email on public sites, spammers can find your email and use it to send junk email.
- File sharing can allow someone to infect your computer with a virus in addition to having access to information on your hard drive.
- Disconnecting the internet when it is not in use is the best way to prevent anyone from allowing the internet to get into your computer.

INTERNET SAFETY TIPS FOR PARENTS- High School Students:

Tempted to meet someone face-to-face that you know only from online chats?

Remember anyone can pretend to be someone else online. A skilled predator will pretend to be exactly the type of person you are looking for; otherwise you wouldn't be interested in getting together, would you? If you think you cannot come into contact with a predator, think again. Predators go anywhere you go on the Internet. MySpace found 30,000 sex offenders with profiles, and these are just the ones who used their real names to register.

Sharing too much information about yourself?

Giving out personal information could lead a predator to your door. Set all online profiles of yourself to PRIVATE or FRIENDS ONLY. You, your friends, and your athletic teams are putting information about you onto the web. If the world can see that information, so can a predator or a stalker. Guard your personal information and ask others to be careful with it as well.

There is another potential problem that you might not consider – identity theft. This is a crime in which someone establishes credit in your name. Unfortunately for you, the credit history that is established will not be a good one, and it will take a lot of time and effort to clean up the mess. Giving out personal information should be your decision. Just because an interesting website asks for your personal information doesn't mean you should give it out.

Be careful about posting photos of yourself on the web. Photos placed on public sites can be manipulated and placed back onto public sites. Such photos of you might prove to be embarrassing or worse – not the kind of photo you would want a college admissions committee or potential employer to see.

What do you know about intellectual properties?

Do you know that intellectual properties are protected by copyright law? And using another person's intellectual properties without permission is illegal. Many owners of intellectual properties view piracy and plagiarism as stealing. Illegal downloading of movies and music can have serious legal and monetary consequences. The music industry has taken legal action against some offenders, typically costing the person thousands of dollars to resolve. More specific examples of intellectual properties include music recordings,

photographs, magazine articles, computer software, drawings, videos, computer games and books. And, keep in mind that plagiarizing can damage your academic record and adversely affect your ability to get a job or get accepted to a post-secondary education institution.

If you suspect that your student has been contacted by a predator or has been contacted in any inappropriate way for any inappropriate reason, including marketing or soliciting of money, notify law enforcement or file a complaint with the Office of the Attorney General, Internet Crimes Against Children investigator.



SAHQ ACADEMY

Enrollment Packet

*SAHQ Academy is a state chartered,
tuition free charter school*

*serving New Mexico students
grades 7-12 utilizing a relationship
based, blended model of
education. Our culture is founded
in sports, sports science and sports
related careers.*

Welcome to SAHQ ACADEMY

Thank you for your interest in SAHQ Academy schooling option that is made available through the state Public Education Commission! Our blended schooling option aims to provide a world-class education via an innovative delivery system. SAHQ Academy is committed to providing a high quality education that is tailored to the needs of your student(s).

The full-time blended school is another great district, charter, private or homeschool option for parents looking for the right fit for their child. Students who may benefit from our blended model of schooling include those who:

- Seek to be challenged and move more quickly through their coursework
- Have an interest in sports, sports science and sports related careers
- Need a break from the traditional educational setting
- Seek a more personalized approach to learning
- Need remediation or enrichment
- Are competitive athletes and have unique schedules and needs
- Seek to earn college credits
- Need flexibility in their daily schedule to accommodate work
- Wish to develop their 21st century skills to increase college and career readiness

Our goal is to help each of our students, no matter their learning style or preference, to graduate and successfully transition from high school to post-secondary school and careers.

We are pleased that you have identified our school as an option for your student(s) and would like to help your family reach the highest level of success within our program. Please do not hesitate to contact our school staff regarding your questions and/or concerns.

You will be contacted by a school enrollment official upon receipt of your enrollment documents. The enrollment official will provide you with information regarding next steps, including an introduction to Edgenuity online coursework, sample course selection, baseline testing, stakeholders meeting, and participating in mandatory parent, student and learning course orientations.

Want more information? Visit us at www.sahqacademy.org obtain additional information regarding our school and program. Through our website you can locate the information session schedule, sign up for school-related activities, and learn more about our school.

2015-2016 SAHQ ACADEMY DOCUMENT COVER PAGE

Use this Document Cover Page whenever you submit documents by fax, email or in person. Check the box next to each item you are submitting. If sending/submitting documents for more than one student, group items per student and include a separate Document Cover Page for each student.

Submit enrollment documents to **SAHQ ACADEMY** by:

- | Email : enroll@sahqacademy.org
- | Mail or had deliver: 1404 Lead Ave SE Albuquerque,NM 87106

Student: _____
 Last Name First Name Middle Name Date of Birth

Parent/Legal Guardian: _____
 Last Name First Name Middle Name Date of Birth

Number of pages, including this cover page: _____ Date sent: _____

Required Items

Included?

- ☐ **Records Request Authorization Form** – Complete **one form per student**.
- ☐ **Proof of Age** – Provide a **copy of one** of the following items: student's official birth certificate OR passport.
- ☐ **Proof of Immunization** – Provide a **copy of one** of the following stamped or signed by a healthcare provider: immunization form OR Immunization Record

Conditionally Required Enrollment Items

Check the box to indicate the item is included with your fax. **Mark the box with an X to indicate the enrollment item is not applicable to your student.**

Included?

- ☐ Family Income Form – Send **one form per family**.
- ☐ Custodial Documentation of Court order

Required Academic Placement Documentation

Use the attached Parent Request for a Copy of a School Record form to obtain records from your student's previous or current school that are needed to properly evaluate, enroll, and place the student. Check the box to indicate the item is included with your fax. Mark the box with an X to indicate the enrollment item is not applicable to your student.

Included?

- ☐ **Unofficial Transcript(s)**
- ☐ ACCESS for ELLs Score Report
- ☐ Gifted Individualized Education Plan (GIEP) (Required, if the student currently has a GIEP)
- ☐ Individual Education Program (IEP) (or Formal Exit Documentation, if services were discontinued)
- ☐ Evaluation Report
- ☐ 504 Plan and Supporting Documents CIB/506 Documentation
- ☐ Additional Placement Documents (e.g. progress reports, course summaries, class schedules, placement tests)

Confidential Student Information Form (To be completed by parent/guardian- please complete one form for **each** student you seek to enroll)

PLEASE TYPE OR PRINT	
Student's Name	Grade
Name of Person Completing this Form	
Relationship to Student	
Phone Number of Person Completing Form	
Last School Attended by Student	
School Phone	

1. Please describe your student's strengths: academically, emotionally, socially, and physically.

2. Please describe areas in which your student will require more intensive support while enrolled in a blended model school: organization, motivation, specific academic areas, socialization, disabilities, and/or self-esteem.

3. Please identify the primary reason your student is enrolling at SAHQ Academy:

- ☐ **Is motivated to perform through sports**
- ☐ Needed a break from the traditional setting
- ☐ Needed more of a challenge or requires remediation
- ☐ Needed a safer learning environment
- ☐ Needed an alternative to the current school in which assigned
- ☐ Wanted an opportunity to accelerate or recover credits
- ☐ Needed a temporary schooling solution due to a change in life circumstance
- ☐ Other (Explain) _____

4. Please describe the goals you have for your student while he or she is enrolled at SAHQ ACADEMY.

5. Please describe your concerns regarding the blended education program as they relate to your student:

6. Please describe your student's past academic performance.

7. Please identify the days and times both you and your students are most available to communicate with school staff and administration

8. Does your student have consistent computer access? ☐ Yes ☐ No

9. Will your student require a computer be provided in order to participate? ☐ Yes ☐ No
Please note that hardship applications do not guarantee your student will be provided a computer.

10. Does your student have regular access to the internet? ☐ Yes ☐ No

11. Will your student require an internet subsidy be provided? ☐ Yes ☐ No
Please note that hardship applications do not guarantee your student will be provided an internet subsidy.

12. Does your student have an adult over the age of 18 who will serve as his or her learning mentor? ☐ Yes ☐ No

13. Does your student have regular transportation that will allow him or her to attend school and related activities? ☐ Yes ☐ No

Additional Comments:

STUDENT QUESTIONNAIRE

PLEASE TYPE OR PRINT
Name:
Current Grade:
Current School:

- Do you have a favorite subject(s) or class? If so, please explain what makes this subject or class so important or interesting to you.

- What kinds of things or activities do you enjoy outside of school?

- Do you have access to a computer or can make arrangements to use a computer to regularly complete your work on time? Explain your circumstance.

- Do you have an email address of your own and check daily to see if you have any new messages? Please explain.

- How do you stay on top of your schoolwork in order to finish assignment(s) on time? Explain.

- Based on my academic work habits for the past two years, my teachers would say:

- Describe your past experience with blended education.

8. Describe your plan for succeeding in a Blended environment. Please be specific regarding the self-management strategies you plan to use that will help you succeed.

9. I understand that I am responsible for committing a minimum of 27.5 hours a week to learning if I am in 7th grade OR a minimum of 30 hours per week if I am in 8th – 12th grade. If I do not maintain pace to on time completion each week, I will be required to attend SAHQ Saturday.

☐ Yes ☐ No Initials: _____

10. I understand that it is my responsibility to communicate regularly with my Success Coach.

☐ Yes ☐ No Initials: _____

11. I understand that I must complete orientation and getting started AND must begin working immediately after I am assigned semester courses.

☐ Yes ☐ No Initials: _____

12. I understand that I am required to have my Student ID on and visible at all time when on campus.

☐ Yes ☐ No Initials: _____

13. I understand that I am enrolling in a program that will require I put forth tremendous effort, and when discouraged I will request support from my Success Coach and other members of SAHQ ACADEMY staff.

☐ Yes ☐ No Initials: _____

14. I understand that I must respect and take care of school property.

☐ Yes ☐ No Initials: _____

15. I understand that I must complete my own work and my teacher will use tools to verify that I am adhering to our academic integrity policy.

☐ Yes ☐ No Initials: _____

16. I understand that I am enrolling in a blended model education, which means in-person support is always available and **in-person** attendance/participation is **required**.

☐ Yes ☐ No Initials: _____

Student & Parent/Guardian Responsibility Contract

Admissions

SAHQ ACADEMY is a state chartered public school and is open to all interested students who reside in NM and wish to enroll. Students must demonstrate a strong interest in this non-traditional schooling format and must be committed to using self-management strategies that support success. There is no tuition required to attend. Devices may be issued to students based on demonstrated need if funding is available. Cases will be examined on an individual basis, and it is not guaranteed that students will be issued a device by SAHQ ACADEMY. To learn more about each student, we ask all interested students to submit a student profile. When the number of applicants exceeds the available space, admission to SAHQ ACADEMY will be granted through a lottery selection process.

SAHQ ACADEMY is a charter school and does not provide student transportation or food services. Parents of SAHQ ACADEMY students are responsible for transporting their students to and from school as well as to and from additional school related requirements such as off-site activities, field trips, internships and dual-credit classes on a college campus. Parent/guardian are responsible for student meals.

Communication

Only through continuous communication can students be successful in a blended model. It is essential that the student and instructor maintain regular contact and that the student work consistently in the course. Student and parent/guardian agree to maintain regular attendance and communication with the teacher and the school.

Student Enrollment

Continuation is given with the understanding that the student's attendance, conduct, and effort (participation and grades) will be satisfactory to the school, district, state and national standards. If issues arise in one or more of the above areas, the appropriate staff will identify and document the concerns, arrange and document interventions for student success and communicate with parent/guardian. Students that fail to satisfy completion requirements will put on an academic contract and increase in-person attendance will be required.

Academic Honesty

Plagiarism

SAHQ ACADEMY requires students to complete and submit their original work. Students who complete and submit their original work avoid plagiarism. SAHQ ACADEMY defines plagiarism as a student, without proper acknowledgement, using another person's words, products, or ideas of the original work and with the intention of passing off the work as his or her own. Plagiarism may or may not be an intentional act of deception on behalf of the student. It includes having family or friends complete coursework, copying and pasting from the internet, copying material from books or other periodicals, etc.

Internet Usage

SAHQ ACADEMY students must abide by all policies. SAHQ ACADEMY will have policies and procedures specific to the school culture, school norms, and use of technology that must be followed.

The following are violations of the SAHQ ACADEMY Internet Policy:

- Accessing inappropriate content (i.e. pornography).
- Accessing non-educational sites during class time.
- Using chat or Instant Messaging for non-school related purposes.
- Using SAHQ ACADEMY internet connection to download files for personal use.

Device Usage

Devices (computers) will be checked out to full-time students on a limited basis. Eligibility is based on need. Please speak to school administration if you would like to request a device for your student. Families requesting devices must have submitted a family income form. If issued a device based on request, families will assume responsibility for abiding by usage, care and maintenance agreements.

Testing Participation

Participating in school, state, and federal required tests is mandatory for all SAHQ ACADEMY students. Students will be required to attend in-person testing in accordance with the school testing calendar and requests from school administration. Required testing will include:

- SAHQ Academy Benchmark Assessments
- WIDA W-APT English Language Proficiency Screening
- WIDA ACCESS for English Language Learners Assessment
- End-of-Course Exams
- High School Graduation Assessment
- PARCC Performance-Based and End-of-Year Assessments
- New Mexico Standards-Based Assessment

*Testing requirements vary for students based on grade level. Testing information will be shared with students and families by school administration.

Attendance

The nature of SAHQ ACADEMY necessitates a different structure for attendance, truancy, and enrollment. Due to the organization of the program, the definition of student attendance is not solely based on seat time in a physical location but rather on the percentage of work completed by the student toward successful completion of coursework. The policy also recognizes that student attendance and course completion are a joint responsibility to be shared by the students and their Success Coach and parents or guardians. In accordance with New Mexico state laws concerning student attendance. The SAHQ ACADEMY policy is in accordance with 10.8.6 NMAC Compulsory School Attendance, which defines habitual truancy and aims to provide early intervention efforts and systems that prevent students reaching habitual truant status. For additional information or visit <http://164.64.110.239/nmac/parts/title06/06.010.0008.htm>.

Withdrawing from SAHQ ACADEMY

Students planning on returning to their 'home schools' should follow the below procedures:

1. Parent or guardian contacts their Success Coach to communicate intent to withdraw from SAHQ ACADEMY.
2. Success Coach sends withdrawal form to student and parent or guardian.
3. At minimum, parent or guardian must provide the following information: **the last day the student submitted work, if moving – the forwarding address and moving date, the school the student will be attending, and reason for withdrawal.**
4. The SAHQ ACADEMY registrar sends a notification of withdrawal form to resident school district.
5. The school district in which the student plans to attend upon withdrawal requests a transcript from SAHQ ACADEMY.
6. Only after SAHQ ACADEMY has received a Confirmation of Enrollment from the district in which the student will be attending, will the student be completely withdrawn from all courses.

**Students must continue to work in their courses until the withdrawal has been approved.*

Accessibility

SAHQ ACADEMY is open to all students including those with disabilities. There is not a screening process. The only criteria for attendance is ability to learn independently and willingness to communicate regularly with SAHQ ACADEMY teachers, staff, and administration. Please contact SAHQ ACADEMY administration with specific requests regarding accommodations and modifications.

Student Responsibility Statement

I understand that I am committing to a blended model at SAHQ ACADEMY. I realize that I must be self-motivated, self-disciplined, and committed to regularly communicating with SAHQ ACADEMY teachers and staff. I realize that I will be required to attend and successfully complete student orientation and getting started courses. I understand that I must submit required work on time per the due dates assigned. I am expected to log in regularly and should work diligently when enrolled in SAHQ ACADEMY. At minimum, I understand I must spend a minimum of 30 hours per week on my coursework, which may include a combination of: time spent logged in to courses, time spent at SAHQ ACADEMY, academic support, and participation in school-related activities. Failure to submit the required work may result in failing grades being assigned to my academic transcript and mandatory attendance outside of a traditional school calendar. Finally, I commit to physically attending all state, federal, and school mandated testing at SAHQ ACADEMY.

Parent Responsibility Statement

I understand that I am enrolling my student in a blended model program at SAHQ ACADEMY. I realize it is my responsibility to work with the school in order to ensure my student stays on track. I will actively serve as a learning mentor and liaison between the school and student/household. If I am unable to serve a learning mentor, I will assign a learning mentor over the age of 18 or request one be assigned by the school to work with my student. The contact information for the learning mentor is as follows:

Name (First, MI, Last)

Address

Date of Birth

of hrs. available to serve as learning mentor

Contact Number

Furthermore, I acknowledge that I will be responsible for transporting my student to attend on campus sessions and mandatory in-person components such as testing, special academic services, etc. I will commit to working with the school to help my student succeed at SAHQ ACADEMY. My student will begin working immediately, work for a minimum of 30 hours per week, and will finish the terms for which he or she is registered to avoid creating educational gaps at SAHQ Academy.

SAHQ ACADEMY Working Agreement

I understand that I am expected to work a minimum of 30 hours per week/6 hours per day and complete all courses in which I am registered. If I am unable to access the Internet from home; I understand that it is my responsibility to access courses at School, Learning Center, Public Library, or other access point. If I fail to meet the attendance requirement, I will be placed on a written academic contract; this may require mandatory in-person lab hours.

Student Signature

Parent Signature

SAHQ ACADEMY

Registration Form 2016-2017

Student Information

Student ID:		Last Name:		First Name:		Middle Initial:	
Last School Attended:			Today's Date:			Grade Level:	
Gender:		Date of Birth:		Hispanic/Latino:			
Student Primary Phone/Cell:				Student Primary Email Address:			
You have designated your Primary Race as _____ and your Secondary Race as _____ To modify this, Indicate change by using numbers 1-5 below. (1 being primary, 2 being secondary, etc. <div style="display: flex; justify-content: space-around; margin-top: 5px;"> White-Caucasian Black African American American Indian Asian Pacific Islander </div>							Please Indicate If you are of Hispanic Origin
Indian Education		Tribe		506		CIB	
Birth Country: (If born on a US military base report as US)				Student has attended school in the US for the last 3 years in a row:			

Parent/Guardian Information - *Where Student Lives:*

Office Use Only
Family #:

Parent/Guardian 1:				Parent/Guardian 2 (at same address):			
Home/Contact Phone #:							
Last Name:		First Name:		Last Name:		First Name:	
		MI:				MI:	
Gender:	Cell Phone:	Work Phone:		Gender:	Cell Phone:	Work Phone:	
Email address:				Email Address:			
Place of Employment :				Place of Employment:			
(OCC-CE010) Is this Parent/Guardian Active Military?		(Empl-CE010 Office Enter Code) Is this place of Employment on Federal Property?		(OCC-CE010) Is this Parent/Guardian Active Military?		(Empl-CE010 Office enter Code) Is this place of Employment on Federal Property?	
Rank:				Rank:			
Relationship to Student:		Legal Guardian :	Lives with:	Relationship to Student:		Legal Guardian:	
Street Address:							
Apartment/Unit #:		City:		State:		Zip Code:	
Mailing Address:							

STUDENT EMERGENCY CONTACTS (NOT PARENTS/GUARDIANS)

1. Name:	Relationship:	Phone:
2. Name:	Relationship:	Phone:
3. Name:	Relationship:	Phone:
4. Name:	Relationship:	Phone:

STUDENT LANGUAGE INFORMATION

Q1. What language does your child speak most of the time?		
Q2. What was your child's first language?		
Q3. What languages, other than those learned only at school, does your child speak?		
1.	2.	3.
Q4. What languages, other than those learned only at school, does your child understand?		
1.	2.	3.
Q5. What languages, other than English, are used to communicate with your child by any family member in your home environment?		
1.	2.	3.
Parent contact language:		

EXCLUSIONS:

If you do not mark, information will be released.

Do **not** release my child's information to: Military ☐ Universities ☐ Businesses ☐

Child custody order on file? ☐

SIBLINGS ENROLLED AT SAHQ Academy

1. Name:	Student ID:
2. Name:	Student ID:
3. Name:	Student ID:
4. Name:	Student ID:
5. Name:	Student ID:
6. Name:	Student ID:

Signature of Parent/Guardian

Today's Date

SAHQ ACADEMY
Emergency Health Information 2016-2017

PRIMARY FAMILY CONTACTS (WHO WE WILL CALL FIRST)				
Parent/guardian name:	Relationship:	Work number:	Cell number:	
Parent/guardian name:	Relationship:	Work number:	Cell number:	
EMERGENCY CONTACTS (WHO WE WILL CALL IF PARENT/GUARDIAN CANNOT BE REACHED)				
Name:	Relationship:	Home Phone:	Cell:	Work:
Name:	Relationship:	Home Phone:	Cell:	Work:
Name:	Relationship:	Home Phone:	Cell:	Work:
Name:	Relationship:	Home Phone:	Cell:	Work:
STUDENT INFORMATION			GRADE	
Student ID #:	Last Name:	First Name:	Middle Initial:	
Gender:	Enroll Date:	Date of Birth:		
Address:				
Home Phone #:	Cell #	Parent Contact Language:		
Last School Attended:				

STUDENT HEALTH HISTORY: <input type="checkbox"/> MY CHILD HAS NO HEALTH CONDITIONS (INCLUDING THOSE LISTED BELOW) <input type="checkbox"/> MY CHILD HAS THE FOLLOWING HEALTH CONCERN(S):			
Allergies: <input type="checkbox"/> Food (List):	<input type="checkbox"/> Has EpiPen Prescription: <input type="checkbox"/> Psychiatric	<input type="checkbox"/> Other Allergy (List): <input type="checkbox"/> Ear/Nose/Throat <input type="checkbox"/> Cancer	<input type="checkbox"/> Seasonal: <input type="checkbox"/> Pulmonary (Other than Asthma) <input type="checkbox"/> Cardiovascular (List) <input type="checkbox"/> High Blood Pressure:
<input type="checkbox"/> ADHD	<input type="checkbox"/> Eye/Vision Wears glasses/contacts:	<input type="checkbox"/> Stomach/GI	<input type="checkbox"/> Musculoskeletal
<input type="checkbox"/> Asthma	<input type="checkbox"/> Migraines	<input type="checkbox"/> Bladder/GU	<input type="checkbox"/> Dental/Oral
<input type="checkbox"/> Needs Inhaler at School:	<input type="checkbox"/> Neurological	<input type="checkbox"/> Hematology/Bleeding Disorders	<input type="checkbox"/> Congenital/Genetic
<input type="checkbox"/> Dermatologic/Skin	<input type="checkbox"/> Eating Disorder		
<input type="checkbox"/> Diabetes	<input type="checkbox"/> Endocrine Other than Diabetes		
**Any Other Health Conditions: List on Back		Medications taken on a daily basis:	

Student's Health Insurance:	Subscribers Name:	ID#
In case of an emergency involving my child AND I CANNOT BE REACHED, I understand emergency medical services will be contacted and my child may be transported to the following provider/hospital for emergency medical care:		
Healthcare Provider:	Phone:	
Dentist:	Phone:	
Hospital:	Phone:	

If, for any reason, NEITHER I NOR THE ABOVE LISTED MEDICAL CARE PROVIDERS OR HOSPITAL CAN BE REACHED, I understand that appropriate transport and medical care of my child will be arranged to ANY appropriate medical care provider, hospital or medical facility. This authorization does not cover major surgery unless one other doctor/dentist concurs to the need. Nothing in this section shall be construed to impose liability on any school official or school employee, who in good faith, attempts to comply with this section. It is understood that I will be financially responsible for all emergency care. I authorize the school health office staff to contact my child's providers listed above regarding medical management of my child. I understand information on this card will be shared with appropriate personnel on an as-needed basis only. I understand health screenings may be done unless I provide the school health office with written notification requesting exclusion from these screenings.

Parent/Guardian Signature: _____

Date: _____

SAHQ Academy Schedule

	Team 1	Team 2	Team 3	Team 4	Team 5	Team 6	Friday
Morning Block							
7:30 - 8:00	Professional Team Huddle	Professional Team Huddle	Professional Team Huddle	Professional Team Huddle	Professional Team Huddle	Professional Team Huddle	
8:00 - 8:30	Advisory	Advisory	Advisory	Advisory	Advisory	Advisory	Assembly
8:30 - 9:30	Core Academics	Core Academics	Core Academics	Core Academics	Core Academics	Performance Training	Assembly
9:30 - 10:30	Performance Training	ALP	Core Academics	Core Academics	Core Academics	Sports Science	ALP & remediation
10:30 - 11:30	Sports Science	Performance Training	ALP	Core Academics	Core Academics	Core Academics	ALP & remediation
11:30 - Noon	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	ALP & remediation
Afternoon Block							
Noon - 1:00	Core Academics	Sports Science	Performance Training	ALP	Core Academics	Core Academics	Professional Development
1:00 - 2:00	Core Academics	Core Academics	Sports Science	Performance Training	ALP	Core Academics	Professional Development
2:00 - 3:00	Core Academics	Core Academics	Core Academics	Sports Science	Performance Training	ALP	
3:00 - 4:00	ALP	Core Academics	Core Academics	Core Academics	Sports Science	Core Academics	
Academic Hours per Day	7.5	7.5	7.5	7.5	7.5	7.5	4
Academic Hours per Week	34	34	34	34	34	34	
Academic Hours per Year	M-Th 1080 Hours 144/178	M-Th 1080 Hours 144/178	M-Th 1080 Hours 144/178	M-Th 1080 Hours 144/178	M-Th 1080 Hours 144/178	M-Th 1080 Hours 144/178	

Core Academics includes Supported online coursework and face to face instruction.

ALP identifies time dedicated to collaborative work

Performance training is a Lab for Sports science coursework

2017

July						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July Instructional Days = 0

August						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Aug. Instructional Days = 16

September						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Sept. Instructional Days = 20

October						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Oct. Instructional Days = 19

November						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Nov. Instructional Days = 19

December						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Dec. Instructional Days = 11

1st semester
85
days

2018

January						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Jan. Instructional Days = 20

February						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

Feb. Instructional Days = 19

March						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Mar. Instructional Days = 17

April						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

April Instructional Days = 21

May						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

May Instructional Days = 16

June						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June Instructional Days = 0

2nd semester
94 days

178

August 4- 9, 2017
August 10, 2017
September 4, 2017
October 11, 2017
October 12 - 13, 2017
October 30 - 31, 2017
November 20-21, 2017
November 22 -24, 2017
December 18, 2017 to January 1, 2018
January 2, 2018
January 3, 2018
January 15, 2018
February 19, 2018
March 1-2, 2018
March 8-9, 2018
March 26-29, 2018
March 30, 2018
May 7-12, 2018
May 22, 2018
May 23-25, 2018

178 Instructional Day; (6 Student Registration, Professional Development Days and/or Preparation Days)
Student Registration, Professional Development Days and/or Preparation Days (no classes for students)
First Day of School /First Semester
Labor Day (schools and administrative office closed)
No School for students, Professional Development Day for staff
Fall Break (schools closed)
Middle School Student-Led Conferences
Elementary School Parent Teacher Conferences
Thanksgiving Break (schools closed; administrative offices closed Nov. 24-25)
Winter Break (schools closed; administrative offices closed Dec. 22-Jan. 2)
No School for students, Professional Development Day for staff
First Day of Second Semester
Martin Luther King Jr. Day (schools and administrative offices closed)
Presidents' Day (schools and administrative offices closed)
Middle & High School Student-Led Conferences
Elementary School Parent Teacher Conferences
Spring Break (schools closed)
Vernal Holiday (schools and administrative offices closed)
High School Graduations
Last day of School
Weather Make-up Day (if necessary, if not no classes for students)

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is dated as of _____ and is entered into by and between SAHQ Backers, 501(c)3 , a New Mexico non profit corporation as lessor (the "Lessor"), and SAHQ Academy, a New Mexico public charter school ("School" or from time to time the "Lessee").

WITNESSETH

WHEREAS, the School is a New Mexico public charter school chartered by the Public Education Commission of the State of New Mexico, duly organized and validly existing under the laws of the State; and

WHEREAS, the Lessor is a New Mexico non profit corporation that is duly organized, validly existing and in good standing under the laws of the State, (b) is duly qualified to do business in the State, (c) is the holder of the Leased Property (described herein) and (d) is authorized, under its articles of incorporation and bylaws, action of its board of directors and applicable law, to own the Leased Property (defined herein), to lease the Leased Property to the School and to execute, deliver and perform its obligations under this Lease; and

WHEREAS, the School is authorized, under Section 22-8B-4 NMSA 1978 et seq., to lease the Leased Property from the Lessor and to execute, deliver and perform its obligations under this Lease; and

WHEREAS, the Lessor has determined that the lease of 14040 Lead Se, Leased School, pursuant to this Lease is in the best interest of the Lessor; and

WHEREAS, the School has determined that the lease of the Leased Property from the Lessor pursuant to this Lease serves a public purpose and is the best interests of the School; and

WHEREAS, the Lessor desires to lease the Leased Property to the School and the School desires to lease the Leased Property from the Lessor pursuant to this Lease; and

WHEREAS, the Base Rentals and Additional Rentals (defined herein) payable

by the School hereunder shall constitute currently appropriated expenditures of the School and shall not constitute a debt or multiple fiscal year direct or indirect obligation whatsoever of the School or a mandatory charge or requirement against the School in any Fiscal Year (defined herein) beyond the Fiscal Year for which such payments have been appropriated, or as a delegation of governmental powers by the School, or as a loan or pledge of the credit or faith of the School or as creating any responsibility by the School for any debt or liability of any person, company or corporation, or as a donation or grant by the School to, or in aid of, any person, company or corporation within the meaning of Article IX, Section 14 of the New Mexico Constitution; and

WHEREAS, the parties to this Lease Agreement expressly acknowledge and agree that the School exists for five-year periods, and that the School's existence beyond the end of its current renewal cycle of ____ is dependent upon authorizer approval. In entering into or approving this Lease, the parties to this Agreement understand that the School in no way represents or guarantees that its charter will be renewed beyond the end of its current cycle.

WHEREAS, the execution, delivery and performance of this Lease by the Lessor has been duly authorized by the Lessor and, upon the execution and delivery of this Lease by the Lessor and the School, this Lease will be enforceable against the Lessor in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America; and

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

ARTICLE I - DEFINITIONS

The following capitalized terms shall have the following meanings in this Lease:

"Additional Rentals" means the payments by the School pursuant to Section 5.02

"Base Rentals" means the payments by the School pursuant to Section 5.01 hereof, for and in consideration of the right to use the Leased Property during the Lease Term.

"Board" means the Governing Council of the School.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks in Albuquerque, New Mexico are authorized by law to remain closed.

"Event of Default" means an event described in Sections 9 hereof. "Event of

Nonappropriation" means an event described in Section 5.03b

"Fiscal Year" means the School's fiscal year, which begins on July 1 of each year and ends on June 30 of the following year.

"Force Majeure" means any event that is not within the control of the School, including, without limitation, acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; or breakage or accidents affecting machinery, or transmission pipes.

"Improvements" means the buildings, site improvements and other real property, as such buildings, site improvements and other real property may be modified pursuant to Section 7 hereof.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court in the State and who is not an employee of the Lessor or the School.

"Initial Term" means the period commencing on July 1, 2016 and ending on June 30, 2021

"Lease" means this Lease Agreement and any amendment or supplement hereto.

"Lease Term" is defined in Section 4.01 hereof.

"Leased Property" means the land and the Improvements .

"Lessor Representative" means any officer of the Lessor; and any other person or persons designated and authorized to act on behalf of the Lessor under this Lease.

"Net Proceeds" means (a) the gross proceeds received from any event referred to in Section 5 (a) hereof, minus (b) expenses incurred in the collection of such gross proceeds or award.

"PED" means the Public Education Department of the State of New Mexico.

"Permitted Encumbrances" means, as of any particular time, (a) liens for taxes and assessments not then delinquent, or liens which may remain unpaid; (b) this (c) easements, licenses, rights of way, rights and privileges, restrictions and exceptions which the School Representative certifies will not materially adversely affect the value, or interfere with or impair the effective use or operation, of the Leased Property, including easements granted pursuant to Section 6 hereof; (d) any financing statements filed with respect to the Lessor's interest in the Leased Property or this Lease; (e) any encumbrance represented by financing statements filed to perfect purchase money security interests in any portion of or all of the Leased Property; (f) any applicable zoning requirements; and (g) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Leased Property and as do not, in the opinion of the Landlord, materially impair title to the Leased Property.

"Person" means any natural person, firm, corporation, partnership, limited liability company, state, charter school, political subdivision of any state, other public body or other organization or association.

"Renewal Term" means the 5-year period, commencing on July 1 of each year and ending on June 30 of the 2021 year, for which the School renews the Lease Term.

"Requirement of Law" means any federal, state or local statute, ordinance, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any common law doctrine or theory, any provision or condition of any permit or any other binding determination of any governmental authority relating to the ownership or operation of property, including but not limited to any of the foregoing relating to zoning, environmental, health or safety issues.

"Scheduled Lease Term" means the period from the commencement of the Lease Term pursuant to Section 4.01 (a) hereof through the date described in Section 4.01 (c) hereof.

"School Representative" means the Head Administrator of the School and any other person or persons designated and authorized to act on behalf of the School for the purposes of performing any act under this Lease.

"State" means the State of New Mexico.

"Tenant Improvements" means the improvements to the Leased Property

Article II : Representations, Covenants and Warranties

Section 2.01. Representations, Covenants and Warranties by Lessor. The Lessor represents, covenants and warrants that:

(a) The Lessor (i) is a 501(c)3 organization, duly organized and validly existing under the laws of New Mexico and in good standing under the laws of the State, (ii) is duly qualified to do business in the State, (iii) is the owner of the Leased Property (described herein) and (iv) is authorized, under its articles of incorporation and bylaws, action of its board of directors and applicable law, to own the Leased Property (defined herein), to lease the Leased Property to the School and to execute, deliver and perform its obligations under this Lease.

(b) The lease of the Leased Property to the School pursuant to this Lease is in the best interests of the Lessor.

(c) The execution, delivery and performance of this Lease by the Lessor has been duly authorized by the Lessor.

(d) This Lease is enforceable against the Lessor in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(e) The execution, delivery and performance of the terms of this Lease by the Lessor does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Lease, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Lessor.

(f) There is no litigation or proceeding pending or threatened against the Lessor or any other Person affecting the right of the Lessor to execute, deliver or perform its obligations under this Lease.

(g) The Lessor acknowledges and recognizes that this Lease will be terminated upon the occurrence of an Event of Nonappropriation, and that a failure by the School to appropriate funds in a manner that results in an Event of Nonappropriation is solely within the discretion of the Board.

(h) The Lessor warrants and represents that the Leased Premises, the and Buildings located thereon, and the operating systems thereof, including mechanical systems, HVAC, plumbing, electrical and roof systems, are in good and safe condition, structurally sound and of safe design and that, as of the date of School's occupancy, the Leased Premises comply or will comply with all applicable building, zoning and planning codes, ordinances, rules and regulations.

(i) The Lessor warrants and represents that it is not aware of any current violation of any requirement of law relating to the Leased Property.

(j) The Lessor warrants and represents that the Leased Property is free of any hazardous substance, pollutant or contaminant (as those items are defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601, et seq., any applicable state law or regulations promulgated under either), solid or hazardous waste (as defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq., any applicable state law or regulations promulgated under either), special waste, petroleum or petroleum derived substance, radioactive material or waste, polychlorinated biphenyls, asbestos or any constituent of any of the foregoing located on, in or under the Leased Property or the Facility in violation of any Requirements of Law. Lessor warrants that the Leased Premises comply with any and all federal and state environmental regulations. During the term of the Lease, the Lessor agrees to maintain the Leased Premises consistent with those regulations. Should an environmental hazard or hazardous substance which threatens the life, health or safety of School's employees, students or the public be discovered on the Leased Premises or adjacent Premises owned by Lessor, the School may terminate this Lease with no further obligation and without penalty.

(k) The Lessor warrants and represents that 27,000 square feet of Leased Property currently is leased under a 5-year Lease to the school.

(l) Lessor warrants that as of the Commencement Date (defined herein), the Leased Property complies with or will comply with any and all federal, state and local building occupancy regulations, and with applicable Educational Occupancy (E-Occupancy) and state adequacy standards pertaining to the School's uses. **Lessor further warrants that the Tenant Improvements have been or shall be completed in**

accordance with the approved plans and specifications and will maintain those standards at no additional cost to the charter school or the state.

Representations, Covenants and Warranties by School. The School represents, covenants and warrants that:

(a) The School is a public charter school authorized by the New Mexico Education Commission and duly organized validly existing according to law.

(b) The school is authorized, under NMSA 22-8B-4 , et seq, to lease the Leased Property from the Lessor and to execute, deliver and perform its obligations under the Lease

(c) The Lease of the Leased Property from the Lessor pursuant to the Lease serves a public purpose and is in the best interest of the school

(d) The execution, delivery and performance of this Lease by the School has been duly authorized by the Board

(e) This Lease is enforceable against the School in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(f) The execution, delivery and performance of the terms of this Lease by the School does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the School is now a party or by which the School is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Lease, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the School or the State.

(g) There is no litigation or proceeding pending or threatened against the School or any other Person affecting the right of the School to execute, deliver or perform its obligations of the School under this Lease.

(h) The School will recognize economic and other benefits by the leasing of the Leased Property pursuant to this Lease; the Leased Property is property that is necessary and essential to the School's purpose and operations.

(i) The Base Rentals payable in each Fiscal Year during the Lease Term are not more than the fair value of the use of the Leased Property during such Fiscal Year. The Base Rentals and Additional Rentals payable in each Fiscal Year during the Lease Term do not exceed a reasonable amount so as to place the School under an economic compulsion (i) to continue this Lease beyond any Fiscal Year, (ii) not to exercise its right to terminate this Lease at any time through an Event of Nonappropriation or (iii) to exercise any of its options to purchase the Leased Property hereunder. In making the representations, covenants and warranties set forth above in this subsection, the School has given due consideration to the Leased Property, the purposes for which the Leased Property will be used by the School, the benefits to the School from the use of the Leased Property,

(j) The School is not aware of any current violation of any requirement of law relating to the Leased Property.

(k) The School has appropriated sufficient monies in its operating budget to pay the Base Rentals payable in the current Fiscal Year and the Additional Rentals estimated to be payable in the current Fiscal Year and, upon commencement of the Lease Term, such monies will be encumbered to pay such Base Rentals and Additional Rentals.

ARTICLE III - DEMISING CLAUSE; USE AND ENJOYMENT OF LEASED PROPERTY

Section 3.01. Demising Clause. The Lessor demises and leases the Leased Property to the School in accordance with the terms of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

Section 3.02. Enjoyment of Leased Property. The Lessor covenants that, during the Lease Term and so long as no Event of Default shall have occurred, the School shall peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Lessor, except as expressly required or permitted by this Lease.

Section 3.03. Use of Leased Property. The Leased Premises shall be used for the educational operations of the School, and all related legal uses, including but not limited to evening events, community events, public meetings, community uses.

ARTICLE IV - LEASE TERM; TERMINATION OF LEASE

Section 4.01. Lease Term.

(a) The Lease Term shall be comprised of the Initial Term and (5) successive- year Renewal Terms, subject to subsection (b) of this Section.

(b) Commencement Date: The School's obligation to pay any amounts under this Lease Agreement shall begin on: (i) July 1, 2016; or (ii) the date that the Leased Premises are certified for the School's occupancy by all relevant and required authorities, whichever is later (the "Commencement Date").

(i) Expiration Date: This Lease Term shall expire upon the earliest any of the following events:

(ii) the last day of the month which final Base Rental payment is scheduled to be paid;

(i) June 30 of any Fiscal Year during which an Event of non renewal or non appropriations has occurred

(iii) the purchase of the Leased Property by the School

(iv) termination of this Lease following an Event of Default accordance with Article XI hereof; or

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- (v) the final effective date of any revocation of School's charter by the applicable authorities. Section 4.02. Effect of Termination of Lease Term.

Upon Termination of Lease

(a) All unaccrued obligations of the School hereunder shall terminate, but all obligations of the School that have accrued hereunder prior to such termination shall continue until they are discharged in full; and

(b) If the termination occurs because of the occurrence of an Event of Default, the School's right to possession of the Leased Property hereunder shall terminate and (i) the School shall, within 90 days, vacate the Leased Property and the Improvements; and (ii) if and to the extent the Board has appropriated funds for payment of Base Rentals and Additional Rentals payable during, or with respect to the School's use of the Leased Property during, the period between termination of the Lease Term and the date the Leased Property and Improvements are vacated, the School shall pay such Base Rentals and Additional Rentals to the Lessor or, in the case of Additional Rentals, the other Person entitled thereto.

(c) If the termination occurs because of the occurrence of an Event of Nonappropriation or the Nonrenewal/Revocation of the School's Charter, the termination shall be effective as of the last date of the then-fiscal year, or upon the effective date of the revocation of the School's charter in the case of revocation.

Section 4.03. Renewal Term(s). If during the life of the Lease and any renewal period thereafter, School has remained in compliance with the terms of the Lease, School will be granted additional 5-year options to renew the Lease. School will give Lessor notice of its intent to renew Lease by delivering to Lessor written notice thereof no later than ninety (90) days prior to the expiration date of the then-current term of the Lease.

Article V - Base Rentals and Additional Rentals; Event of Nonappropriation

Section 5.01. Payment of Base Rentals. Provided that the School has received all occupancy permits necessary for its operations by the Commencement Date, the School shall, subject only to the other Sections of this Article, pay Base Rentals to the Lessor by the fifth (5th) day of each month during the Lease Term, in advance, in immediately available funds as follows:

- (a) Base Rent of \$13,500 plus Lease reimbursement awarded by the PSFA representing the number of students enrolled or projected to be enrolled.

The first month of the Initial Term's Base Rental amount shall be paid to Lessor on the first day funds become available.

Base Rental amounts may increase by a market rate per year over the previous year's Base Rent, during any Renewal Term.

Section 5.02. Payment of Additional Rentals. The School shall, subject only to Section 5.01(b) hereof and the other Sections of this Article, pay Additional Rentals (defined in Section 5.01 (a)) to the Lessor immediately when lease reimbursement funds are available the amounts equal to the amounts received or on an annual basis by July 1 of each year during the Lease using an enrollment estimate and expected reimbursement for the forthcoming fiscal year (July 1-June 30).

Section 5.03. Event of Nonappropriation.

(a) The officer of the School who is responsible for formulating budget proposals with respect to payments of Base Rentals and Additional Rentals is hereby directed (i) to estimate the Base Rentals and Additional Rentals payable in the next ensuing Fiscal Year prior the submission of each annual budget proposal to the Board during the Lease Term and (ii) to include in each annual budget proposal submitted to the Board during the Lease Term the entire amount of Base Rentals scheduled to be paid and the Additional Rentals estimated to be payable during the next ensuing Fiscal Year; it being the intention of the School that any decision to continue or to terminate this Lease shall be made solely by the Board, in its sole discretion, and not by any other official of the School.

(b) An Event of Nonappropriation shall be deemed to have occurred:

(i) On June 30 of any Fiscal Year if the State Legislature or the School has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Base Rentals scheduled to be paid and all Additional Rentals estimated to be payable in the next ensuing Fiscal Year;

(c) In the event that the School shall determine to exercise its annual right to terminate this Lease effective on June 30 of any Fiscal Year, the School shall give written notice to such effect to the Lessor not later than April 1 of such Fiscal Year; provided, however, that a failure to give such notice shall not (i) constitute an Event of Default, (ii) prevent the School from terminating this Lease or (iii) result in any liability on the part of the School.

(d) The School shall furnish the Lessor with copies of all appropriation measures relating to Base Rentals, Additional Rentals or the Purchase Option Price promptly upon the adoption thereof by the Board, but not later than 30 days

following the adoption thereof by the Board; provided however, that a failure to furnish copies of such measures shall not (i) constitute an Event of Default, (ii) prevent the School from terminating this Lease or (iii) result in any liability on the part of the School.

(e) Subject to the provisions of Section 6.04 hereof, the School specifically agrees that it shall not declare or cause to be declared by the School, the Board or any other officer of the School with such authority, an Event of Nonappropriation unless the New Mexico Legislature eliminates or discontinues funding for lease reimbursement payments to charter schools or decreases said funding below an amount which is insufficient for the School to pay the Rent from the lease reimbursement funding source.

Section 5.04. Limitations on Obligations of School.

(a) Payment of Base Rentals and Additional Rentals by the School shall constitute currently appropriated expenditures of the School and may be paid from any legally available funds.

(b) The School's obligations under the Lease shall be subject to the School's annual right to terminate this Lease upon the occurrence of an Event of Nonappropriation or upon nonrenewal or revocation of the School's charter.

(c) No provision of this Lease shall be construed or interpreted (i) to directly or indirectly obligate the School to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the School within the meaning of Article IX, Section 11 of the New Mexico Constitution or any other constitutional or statutory limitation or provision; (iii) as a delegation of powers by the School; (iv) as a loan or pledge of the credit or faith of the School or as creating any responsibility by the School for any debt or liability of any person, company or corporation within the meaning of Article IX, Section 11 of the New Mexico Constitution; or as a donation or grant by the School to, or in aid of, any person, company or corporation within the meaning of Article Section 14 of the New Mexico Constitution.

(d) School shall be under no obligation whatsoever to purchase the Leased Property.

(e) No provision of this Lease shall be construed to pledge or to create a lien on any class or source of moneys of the School, nor shall any provision of this Lease restrict the future issuance of any obligations of the School, payable from any class or source of moneys of the School.

(f) Notwithstanding any other provision of this Lease Agreement, the School shall be under no obligation to pay Base Rent, Additional Rent, operating costs or any other amount(s) on any portions of Leased Property that have not been certified for the

School's occupancy by all relevant and required authorities. All payments by School contemplated under this Lease Agreement are expressly conditioned upon permitted and certified occupancy of the Leased Premises by the School.

ARTICLE VI - OPERATION, REPAIR AND MAINTENANCE OF LEASED PROPERTY
Section 6.01. Taxes, Utilities and Insurance.

(a) This Lease is intended to be a "triple-net lease" and the School shall accordingly pay, as Additional Rentals, the following with respect to the Leased Property:

(i) all taxes, assessments, and other charges, lawfully made by any governmental body, provided that any such taxes, assessments or other charges that may lawfully be paid in installments may be paid in installments as such installments are due;

(ii) all gas, water, steam, electricity, heat, power and other utility charges incurred in connection with the Leased Property (to be paid directly to utility companies per tenant meters);

(iii) casualty and property damage insurance with respect to Leased Property in an amount equal to the full replacement value of the Improvements;

(iv) public liability insurance with respect to the activities to be undertaken by the School in connection with the Leased Property, the Facility and this Lease: (A) to the extent such activities result in injuries for which immunity is not available under NMSA 41-4-1 et seq. or any successor statute, in an amount not less than the amounts for which the School may be liable to third parties thereunder and (B) for all other activities, in an amount not less than \$1,000,000 per occurrence, or as required by the New Mexico Public Schools Insurance Authority (NMPSIA), and

(v) grounds maintenance and refuse charges.

(b) The School shall not allow any liens for taxes, assessments, other governmental charges or utility charges to exist with respect to any portion of the Leased Property. If the School shall first notify the Lessor of the intention of the School to do so, the School may, however, in good faith contest any such tax, assessment, other governmental charge or utility charge and, in the event of any such contest, may permit the tax, assessment, other governmental charge or utility charge so contested to remain unpaid during the period of such contest and any appeal therefrom, unless the Lessor shall notify the School that, in the opinion of Independent Counsel, whose fees and expenses shall be paid by the School from Additional Rentals appropriated for the Fiscal Year in which such fees and expenses are due, by nonpayment of any such item the interest of the Lessor in the Leased Property will be materi-

ally interfered with or endangered or the Leased Property or any portion thereof will be subject to loss or forfeiture, in which event such tax, assessment, other governmental charge or utility charge shall be paid forthwith; provided, however, that such payment shall not constitute a waiver of the right to continue to contest such tax, assessment, other governmental charge or utility charge. At the request of the School, the Lessor will cooperate fully with the School in any such contest.

(c) The insurance policies provided pursuant to subsection (a) of this Section may be provided by one or more private or public insurance companies or organizations, provided that the insurance policy (1) shall have a deductible clause in an amount not in excess of the amounts reasonably expected to be available to the School to pay such deductible in the event of an insured event, (2) shall name the School and the Lessor as insureds, (3) shall be so written or endorsed as to make losses, if any, payable to, the School and the Lessor, as their respective interests may appear, (4) shall explicitly waive any co-insurance penalty and (5) shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the School or the Lessor without first giving written notice thereof to the School and the Lessor at least 10 days in advance of such cancellation or modification.

(d) A copy of each insurance policy, or of each certificate evidencing such policy, shall be delivered to the School and the Lessor prior to the issuance of the Certificates.

(e) Full payment of insurance proceeds under any casualty or property damage insurance policy up to the dollar limit required by subsection (a)(iii) of this Section in connection with damage to the Leased Property shall, under no circumstance, be contingent on degree of damage sustained at other property owned or leased by the School or the Lessor and if the total dollar amount of insurance proceeds is insufficient to repair or replace all insured property.

(f) Each casualty or property damage insurance policy shall explicitly any co-insurance penalty.

(g) Lessor shall maintain insurance against all risk of physical loss or damage to the Leased Property, including the perils of fire, lightning, hail, windstorm, flood coverage, earthquake and acts of terrorism and mold insurance, in amounts not less than the actual replacement cost without deduction for depreciation. The policy of such insurance shall contain Replacement Cost and Agreed Amount Endorsements and "Law and Ordinance" coverage (at full replacement cost). Such insurance shall have a deductible of not more than one thousand dollars (\$1,000.00) per occurrence. The policy shall name Lessor as a named insured, and any lender holding a mortgage lien, beneficial interest under deed of trust or other security interest in the Leased Premises ("Lender") as mortgagee/loss payee. To the extent permitted under their respective insurance policies, Lessor and School waive all rights against each other for damages arising out of any damage to or destruction of the Leased Premises or its improvements, caused by fire or other perils insured against.

Section 6.02. Condition of Leased Premises on Commencement Date. Lessor shall deliver the Leased Premises broom clean with all building and property systems and components in good working order and repair, including, but not limited to, HVAC (constant temperature between 68 and 72 degrees Fahrenheit), structural integrity, parking lot, landscape irrigation.

Section 6.03. Maintenance, Operation, Repair/Replacement of Leased Property. Lessor shall maintain in good order, condition and repair the foundation, exterior walls, parking lot, exterior landscaping and hardscape, , at Lessor's expense. Should School discover a need for additional repair/maintenance beyond those repairs/maintenance activities performed by Lessor, School shall notify Lessor within three (3) days of discovery of such need for repair/maintenance, and Lessor shall make the necessary repairs/maintenance within a reasonable time after notification to the Lessor, not to exceed seven (7) days. In emergency situations, School may arrange for the necessary repairs/maintenance and may abate or charge back to the Lessor any amounts required or paid by the School for such repairs/maintenance.

The School shall maintain, preserve and keep all other portions of the Leased Property not described in the first sentence of this Section, in good repair, working order and condition, subject to normal wear and tear. School shall operate the Leased Property, or cause the Leased Property to be operated, in an efficient manner and at a reasonable cost.

Section 6.04. Lessor shall be responsible for structural components during the Lease Term, at Lessor's cost. School shall have a maintenance contract for the HVAC systems. **In addition, Lessor is responsible to maintain Statewide adequacy standards at no additional cost to the school or the state.**

Section 6.05. Indemnification. Lessor releases and discharges the School and its "public employees" as defined in the Tort Claims Act from any and all claims, damages and causes of action arising out of any damage to or destruction of the Leased Property where such damage or destruction was not caused by the willful act of School or any of its "public employees." To the extent not covered by insurance, and within the limits and subject to the provisions of the Tort Claims Act, School shall protect, defend, indemnify, and save harmless Lessor from all claims, actions, demands, liability, and expense of loss of life, damage, or injury to persons or property, brought for or on account of any action or failure to act by the School, its officials, agents and employees, pursuant to this Lease, except to the extent caused by the negligent or intentional acts or omissions of the Lessor, his agents, representatives and employees. Provided, however, that to the extent, if at all, that Section 56-7-1 NMSA 1978 is applicable to this Lease, then no agreement to indemnify in this Lease shall extend to liability, claims, damages, leases or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specification by the party seeking indemnification (the "Indemnity"), or the agents or employees of the Indemnity or (2) the giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

**ARTICLE VII - Title, Encumbrances, Modifications or Additions to Leased Property;
Damage or Condemnation of Leased Property**

Section 7.01. Title to Leased Property. Title to the Leased Property shall be held in the name of the Lessor, subject to this Lease, until the Leased Property is conveyed or otherwise disposed of as provided herein, and the School shall have no right, title or interest in the Leased Property except as expressly set forth herein.

Section 7.02. Granting of Easements. As long as no Event of Nonappropriation or Event of Default shall have happened and be continuing, the Lessor shall, at the request of the School:

(a) consent to the grant of easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to the real property included in the Leased Property, free from this Lease and any security interest or other encumbrance created hereunder;

(b) release existing easements, licenses, rights of way and other rights and privileges with respect to the Leased Property and the Improvements, free from this Lease and any security interest or other encumbrance created hereunder, with or without consideration; a n d

(c) execute and deliver any instrument necessary or appropriate to confirm and grant or release any easement, license, right of way or other grant or privilege under subsection (a) or (b) of this Section, upon receipt of: (i) a copy of the instrument of the school instrument of grant or release; and (ii) a written application signed by the School School Representative requesting such and stating that such grant or lease will not materially affect value, or interfere with the effective use or operation of Leased Property

(d) Section 7.03. Modification of Leased Property/Tenant Improvements

(a) The Base Rent shall include completed Tenant Improvements. The Tenant Improvements shall be made by Lessor, at Lessor's cost, to 2016 educational occupancy ("E-Occupancy") and applicable state adequacy standards, except as waived by the Public School Facilities Authority ("PSFA"). During the construction of the Tenant Improvements, Lessor will act as the project manager, and will coordinate, supervise and pay for all contractors, subcontractors, architects, engineers, and such other consultants as necessary to complete the contract in accordance with the plans and specifications for the project. Lessor will pay all security deposits, fees and costs associated with the architect's services on this project, when requested by architect. The Lessor shall also manage or direct the management of the permitting process and deliver a turn-key facility. Lessor will be responsible for all charges related to design of the project and such other fees and costs associated with the construction through the final permitting and punch list resolution, including but without limitation all Certificates of Occupancy required to operate a school.

After the Tenant Improvements are completed, **Lessor shall maintain the Leased Property to any additional or revised adequacy standards required by the State of New Mexico for the School during the term of this Lease and any extensions thereof, at no additional cost to the School or to the State.** After completion of the Tenant Improvements, Lessor shall be responsible for repair/replacement of any Tenant Improvement.

(b) After the Tenant Improvements described in Section 8.04(a) have been made as provided in that Section, the School or its Sublessee, at its own expense, may remodel, or make other additions, modifications or improvements to, the Leased Property, provided that (i) such remodeling, modifications and additions (A) shall not in any way damage the Leased Property as it existed prior thereto and (B) shall become part of the Leased Property; (ii) the value of the Leased Property after such remodeling, modifications and additions shall be at least as great as the value of the Leased Property prior thereto; and (iii) the Leased Property, after such remodeling, modifications and additions, shall continue to be used as provided in and shall otherwise be subject to the terms of this Lease.

(c) Signage. Lessor shall allow School to place signage on the Leased Property and on the Improvements, in accordance with applicable municipal planning and zoning regulations. School shall submit sign design and dimensions to Lessor for approval, which approval shall not be unreasonably withheld. Lessor shall cooperate in any signage approval applications and/or actions Property is located.

Section 7.04. Damage to, Condemnation of, Material Defect in or Loss of Title to Leased Property.

(a) If (i) the Leased Property (or any portion thereof) is destroyed or damaged by fire or other casualty, (ii) title to, or the temporary or permanent use of, the Leased Property (or any portion thereof) or the interest of the School or the Lessor in the Leased Property (or any portion thereof), is taken under the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, (iii) a breach of warranty or any material defect with respect to the Leased Property (or any portion thereof) becomes apparent or (iv) title to or the use of the Leased Property (or any portion thereof) is lost by reason of a defect in the title thereto, then, the Net Proceeds of any insurance, performance bond or condemnation award or the Net Proceeds received as a consequence of any default or breach of warranty under any contract relating to the Leased Property or the Facility shall be deposited into a special trust fund held by the Lessor. Base Rent shall abate during such period of time as the Leased Property or portions thereof is unusable in a reasonable manner, based on School's ability to utilize the remaining portion of the Leased Property.

If the Leased Property or substantial portions thereof are destroyed or substantially damaged so as to substantially impair the School's uses for educational purposes, and the destruction or damage to the Leased Property cannot be substantially restored within ninety (90) days from the time of such damage or destruction, then the School or Lessor shall have the right to terminate this Lease. The Lessor shall not be responsible to the School for damages to or destruction of any furniture, equipment, alterations or other changes made or installed in, on or about the Leased Property by School regardless of the cause or the damage or destruction, unless caused by the gross negligence or intentional misconduct of Lessor, its employees, agents and representatives.

(b) If the costs of the repair, restoration, modification, improvement or replacement of the Leased Property following an event described in subsection (a) of this Section are equal to or less than the Net Proceeds available, such Net Proceeds shall be used promptly to repair, restore, modify, improve or replace the Leased Property (or portion thereof) and any excess shall be delivered to the School.

(c) If the costs of the repair, restoration, modification, improvement or replacement of the Leased Property following an event described in subsection (a) of this Section are more than the amount of Net Proceeds available, then:

(i) The School may elect either:

(A) to use the Net Proceeds promptly to repair, restore, modify or improve or replace the Leased Property (or portion thereof) with property of a value equal to or in excess of the value of the Leased Property (or applicable portion thereof), and pay (subject to Article VI hereof) as Additional Rentals the costs

thereof in excess of the amount of the Net Proceeds, or

(B) to the Purchase the property at a mutually agreed upon price, in which case the Net Proceeds shall be delivered to the School; or

(C) to terminate the Lease.

(ii) If, by June 30 of the Fiscal Year in the event described in subsection (a) of this Section occurred (or June 30 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Leased Property becomes apparent), the School has not appropriated amounts sufficient to proceed under either clause (i) of this subsection, an Event of Nonappropriation shall be deemed to have occurred.

(d) The School shall not voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to default or breach of warranty under any contract relating to the Leased Property or the Facility without the written consent of the Lessor.

(e) No event described in subsection (a) of this Section shall affect the obligation of the School to pay Base Rentals or Additional Rentals hereunder, regardless of whether the Leased Property is repaired, modified, improved or replaced in full or in part, subject, however, to Article VI hereof.

Section 7.05 Personal Property of School. The School, at its own expense, may install equipment and other personal property in or on the Leased Property, which equipment or other personal property shall not become part of the Leased Property unless it is permanently affixed to the Leased Property or removal of it would materially damage the Leased Property, in which case it will become part of the Leased Property.

Section 7.06. Parking. Lessor shall provide onsite parking spaces. Onsite parking lot and spaces shall be paved and striped, or shall meet all applicable municipal planning/zoning requirements.

Article VIII - General Covenants

Section 8.01. Further Assurances and Corrective Instruments. So long as this Lease is in full force and effect and no Event of Nonappropriation or Event of Default shall have occurred, the Lessor and the School shall have full power to carry out the acts and agreements provided herein and the Lessor and the School shall from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property leased or intended to be leased hereunder, or for otherwise carrying out the intention of or facilitating the performance of this Lease.

Section 8.02. Compliance with Requirements of Law. The Lessor and the School shall comply with all Requirements of Law in performing their respective obligations with respect to the Leased Property hereunder. Without limiting the generality of the preceding sentence, the School, in particular, shall use the Leased Property in a manner such that (a) the Leased Property at all times is operated in compliance with all Requirements of Law; (b) all permits required by Requirements of Law in respect of the School's use of the Leased Property are obtained, maintained in full force and effect and complied with; (c) there shall be no hazardous substance, pollutant or contaminant (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601, et seq., any applicable state law or regulations promulgated under either), solid or hazardous waste (as defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq., any applicable state law or regulations promulgated under either), special waste, petroleum or petroleum derived substance, radioactive material or waste, polychlorinated biphenyls, asbestos or any constituent of any of the foregoing placed on, in or under the Leased Property or the Facility in violation of any Requirements of Law; (d) there shall be no disposal of any of the items referred to in clause (c) on, from, into or out of the Leased Property or the Facility in violation of any Requirements of Law; and (e) there shall be no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing or dispersing of any of the items referred to in clause (c) into the indoor or outdoor environment from, into or out of the Leased Property including but not limited to the movement of any such items through or in the air, soil, surface water, ground water from, into or out of the Leased Property or the abandonment or discard of barrels, containers or other open or closed receptacles containing any such items from, into or out of the Leased Property in violation of any Requirements of Law.

Section 8.03. Participation in Legal Actions.

(a) At the request of and at cost of the School, the Lessor shall and cooperate fully in any legal action in which the School asserts its right to the enjoyment of the Leased Property; that involves the imposition of any charges, costs or other obligations or liabilities on or with respect to the Leased Property or the School's enjoyment of the Leased Property for which the School is responsible hereunder; or that involves the imposition of any charges, costs or other obligations with respect to the School's execution, delivery and performance of its obligations hereunder.

(b) At the request of the Lessor and upon a determination by the School that such action is in the best interests of the School, the School shall, at the cost of the School, join and cooperate fully in any legal action in which the Lessor asserts its

ownership of or interest in the Leased Property; that involves the imposition of any charges, costs or other obligations on or with respect to the Leased Property for which the Lessor is responsible hereunder; or that involves the imposition of any charges, costs or other obligations with respect to the execution and delivery of this Lease by the Lessor or the performance of its obligations hereunder.

ARTICLE IX - Events of Default and Remedies

Section 9.01. Events of School Default Defined.

(a) Any of the following shall constitute an "Event of Default" under this Lease:

(i) failure by the School to pay any specifically appropriated Base Rentals to the Lessor on or before the applicable Base Rental Payment Date; provided, however, that a failure by the School to pay Base Rentals on the applicable Base Rental Payment Date shall not constitute an Event of Default if such payment is received by the Lessor within five days following such Base Rental Payment Date;

(ii) failure by the School to pay any Additional Rental for which funds have been specifically appropriated when due,

(iii) failure by the School to vacate the Leased Property within 90 days following an Event of Nonappropriation in accordance with Section 4.02(b) hereof;

(iv) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of the School in all or any portion of the Lease or the Leased Property in violation of Section 12.02 hereof or any succession to all or any portion of the interest of the School in the Leased Property in violation of Section 12.02 hereof; or

(v) failure by the School to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to clause (i), (ii), (iii) or (iv) above, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied shall be given to the

School by the Lessor, unless the Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Lessor shall not withhold its consent to an extension of such time if corrective action shall be instituted within the applicable period and diligently pursued until the default is corrected.

(b) The provisions of subsection (a) of this Section are subject to the following limitations:

(i) the School shall be obligated to pay Base Rentals and Additional Rentals only during the Lease Term, except as otherwise expressly provided in Section 4.02(b)(ii) hereof; and

(ii) if, by reason of Force Majeure, the School shall be unable in whole or in part to carry out any agreement on its part herein contained, other than its obligation to pay Base Rentals or Additional Rentals hereunder, the School shall not be deemed in default during the continuance of such inability; provided, however, that the School shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing the School from carrying out such agreement, except that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the School.

Section 9.02. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Lessor may take one or any combination of the following remedial steps:

(a) terminate the Lease Term and give notice to the School to immediately vacate the real property included in the Leased Property, in the manner provided in Section 4.02(b) hereof;

(b) sell or lease its interest in all or any portion of the Leased Property;

(c) recover from the School:

(i) the portion of Base Rentals and Additional Rentals payable pursuant to Section 4.02(b)(ii) hereof;

(ii) the portion of Base Rentals for the then current Fiscal Year that has been specifically appropriated by the Board, regardless of when

the Vacates the Leased Property and Improvements to the Lessor; and

(iii) the portion of the Additional Rentals for the then current Fiscal Year that has been specifically appropriated by the Board, but only to the extent such Additional Rentals are payable prior to the date, or are attributable to the use of the Leased Property prior to the date that the School vacates the Leased Property and Improvements and delivers to the Lessor;

(d) enforce any provision of this Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under Article XII hereof by specific performance, writ of mandamus or other injunctive relief; and

(e) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease, subject, however, to the limitations on the obligations of the School set forth in Sections 6.04 and 9.03 hereof

(f) Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 9.04. Waivers.

(a) The Lessor may waive any Event of Default under this Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(b) In the event the Lessor waives any Event of Default described in Section 9.01(a)(i) hereof, any subsequent payment by the School of Base Rentals then due and owing shall be paid to the Lessor.

Section 9.05. Notice to Sublessee. Lessor shall provide written notice to any Sublessee of an Event of Default by the School by no less than five (5) days after the occurrence.

Section 9.06. Lessor's Default. Lessor fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from School specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Lessor fails to commence to cure that thirty (30) day period, then Lessor be liable to School for any damages sustained by School as a result of Lessor's breach; provided, however, it is expressly understood and agreed that if School obtains a money judgment against Lessor resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Lessor's right, title and interest in the Leased Premises, and no other real, personal or mixed property of Lessor (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such judgment. If, after notice to Lessor of default, Lessor (or any first mortgage or first deed of trust beneficiary of Lessor) fails to cure the default as provided herein, then School shall have the right to cure that default at Lessor's expense, and to either terminate this Lease or to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease. No remedy herein conferred upon School is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

Article X - Miscellaneous

Section 10.01. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor and the School and their respective successors and assigns, subject, however, to the limitations set forth in Article XII hereof. This Lease and

the covenants set forth herein are expressly intended to be covenants, conditions and restrictions running with the Leased Property and the leasehold estate in the Leased Property under this Lease.

Section 10.02. Lessor and School Representatives. Whenever under the provisions hereof the approval of the Lessor or the School is required, or the School or the Lessor is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Lessor by the Lessor Representative and for the School by the School Representative and the School and the Lessor shall be authorized to act on any such approval or request.

Section 10.03. Manner of Giving Notices. All notices, certificates or other communications hereunder shall be in writing, hand delivered and mailed to 1404 Lead SE, Albuquerque, NM 87106. The School and the Lessor may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.04. No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the School or the Lessor, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the School or the Lessor, as the case may be, and not of any member, director, officer, employee, servant or other agent of the School or the Lessor in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the School or the Lessor or any natural person executing this Lease or any related document or instrument.

Section 10.05. Amendments, Changes and Modifications. Except as otherwise provided herein, this Lease may not be effectively amended, changed, modified or altered other than by execution.

Section 10.06. Events Occurring on Days that are not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Lease is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

Section 10.07. Severability. In the event that any provision of this Lease, other than the obligation of the School to pay Base Rentals or Additional Rentals and the obligation of the Lessor to provide quiet enjoyment of the Leased Property and to convey the Leased Property to the School pursuant to Article IX hereof, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.08. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 10.09. Applicable Law. The laws of the State of New Mexico shall be applied in the interpretation, execution and enforcement of this Lease.

Section 10.10. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.11. Other Contingencies/Conditions Precedent.

(a) Plans/Inspections/Reports. School's obligations under this Lease are contingent upon School's inspection and approval of the following plans/reports in Lessor's possession and/or control: Phase I Environmental Report; structural report; mechanical report(s), traffic impact analysis; plats/ replats; surveys; grading/drainage analyses; most recent property tax bill. Lessor shall provide said documents/reports within five (5) days of execution of the Lease. School shall have the right to enter upon the Leased Premises for purposes of conducting its own inspections.

(b) Planning/Zoning/Regulatory approvals. The School's obligations under this Lease are contingent upon receiving, from the Lessor, proof acceptable to the School from the proper and applicable planning/zoning authorities that the Leased Property has received all the planning/zoning approvals necessary for the School's uses, including parking. The School's obligations under this Lease are further contingent upon the Leased Premises being certified for educational occupancy ("E-Occupancy") by the applicable building authority/authorities, and upon receipt of all necessary approvals from the PSFA for the School's use.

Section 13.13. Time. It is understood and agreed between the parties hereto

that time is of the essence in all of the terms and provisions of this Lease Agreement.

IN WITNESS WHEREOF, the Lessor and the School have executed this Lease as of the date first above written.

Lessor : SAHQ Backers

Signed : _____ Date: _____

Printed Name: _____

Position: _____

Lessee : SAHQ Academy

Signed _____ Date: _____

Printed Name: _____

Position: _____

[HOME](#) [PROPERTY RECORDS](#) [E-FILE](#) [ASSESSOR'S FORMS](#) [COUNTY WEBSITE](#)

[CONTACT US](#) | [?](#)

**Search by
Address**

Number

1404

Street

LEAD

Filter By

2016 ▼

Options

Sort by:

Parcel ID ▼

Ascending ▼

Results/page:

15 ▼


Search

Results

[Click rows to view property details](#)

Displaying 1 - 5 of 5

Parcel ID ▲	Owner Name	Parcel Address	Tax Roll
101505723120431712	SAHQ BACKERS	1404 LEAD AV SE	RP
101505723620431711	SAHQ BACKERS	1404 LEAD AV SE	RP
101505724120331710	SAHQ BACKERS	1404 LEAD AV SE	RP
101505724620231709	SAHQ BACKERS	1404 LEAD AV SE	RP
101505725120131708	SAHQ BACKERS	1404 LEAD AV SE	RP

 Printable Version

Results Page: **[1]**

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PARID: 101505725120131708
SAHQ BACKERS,

1404 LEAD AV

Class

Class	Non Residential
Tax District	A1A

Ownership

Tax Year	2016
Owner Name	SAHQ BACKERS
Owner Mailing Address	1404 LEAD AVE SE
Unit	
City	ALBUQUERQUE
State	NM
Zip Code	87106
Foreign Mailling Address	

Description

Location Address	1404 LEAD AV SE
City	ALBUQUERQUE
State	NM
Zip Code	87106
Property Description	* 002 044TERRACE ADDN

Public Improvement District
Tax Increment Development Districts

Document

Document #:	2016017386 022416 WD -ENTRY BY DG 031116 CODED BY DG 031116 (RC P/O-2016012264)
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Real Property Attributes

Primary Building SQ FT	
Year Built	
Lot Size (Acres)	.1492
Land Use Code	VACANT COMMERCIAL
Style	

Manufactured Home Attributes

Make :	
License :	
VIN # :	
Year :	
Size :	

PARID: 101505725120131708
SAHQ BACKERS,

1404 LEAD AV

Values

Tax Year	2016
Full Land Value	\$28,600.00
Agric. Land	\$0.00
Full Impv. Value	\$0.00
Full Total Value	\$28,600.00
Taxable (1/3 Full)	\$9,532.00

Exemptions

Head of Family	\$0.00
Veteran	\$0.00
Other 4000	\$9,532.00

Net Taxable Value

Net Taxable Value	\$0.00
-------------------	--------

PARID: 101505724620231709
SAHQ BACKERS,

1404 LEAD AV

Class

Class	Non Residential
Tax District	A1A

Ownership

Tax Year	2016
Owner Name	SAHQ BACKERS
Owner Mailing Address	1404 LEAD AVE SE
Unit	
City	ALBUQUERQUE
State	NM
Zip Code	87106
Foreign Mailling Address	

Description

Location Address	1404 LEAD AV SE
City	ALBUQUERQUE
State	NM
Zip Code	87106
Property Description	* 003 044TERRACE ADDN

Public Improvement District
Tax Increment Development Districts

Document

Document #:	2016017386 022416 WD -ENTRY BY DG 031116 CODED BY DG 031116 (RC P/O-2016012264)
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Real Property Attributes

Primary Building SQ FT	
Year Built	
Lot Size (Acres)	.1492
Land Use Code	VACANT COMMERCIAL
Style	

Manufactured Home Attributes

Make :	
License :	
VIN # :	
Year :	
Size :	

PARID: 101505724620231709**SAHQ BACKERS,****1404 LEAD AV****Values**

Tax Year	2016
Full Land Value	\$28,600.00
Agric. Land	\$0.00
Full Impv. Value	\$0.00
Full Total Value	\$28,600.00
Taxable (1/3 Full)	\$9,532.00

Exemptions

Head of Family	\$0.00
Veteran	\$0.00
Other 4000	\$9,532.00

Net Taxable Value

Net Taxable Value	\$0.00
-------------------	--------

PARID: 101505724120331710
SAHQ BACKERS,

1404 LEAD AV

Class

Class	Non Residential
Tax District	A1A

Ownership

Tax Year	2016
Owner Name	SAHQ BACKERS
Owner Mailing Address	1404 LEAD AVE SE
Unit	
City	ALBUQUERQUE
State	NM
Zip Code	87106
Foreign Mailling Address	

Description

Location Address	1404 LEAD AV SE
City	ALBUQUERQUE
State	NM
Zip Code	87106
Property Description	* 004 044TERRACE ADDN

Public Improvement District
Tax Increment Development Districts

Document #

Document #:	2016017386 022416 WD -ENTRY BY DG 031116 CODED BY DG 031116 (RC P/O-2016012264)
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Real Property Attributes

Primary Building SQ FT	
Year Built	
Lot Size (Acres)	.1492
Land Use Code	PUBLIC/GOVERNMENTAL
Style	

Manufactured Home Attributes

Make :	
License :	
VIN # :	
Year :	
Size :	

PARID: 101505724120331710**SAHQ BACKERS,****1404 LEAD AV****Values**

Tax Year	2016
Full Land Value	\$28,600.00
Agric. Land	\$0.00
Full Impv. Value	\$0.00
Full Total Value	\$28,600.00
Taxable (1/3 Full)	\$9,532.00

Exemptions

Head of Family	\$0.00
Veteran	\$0.00
Other 4000	\$9,532.00

Net Taxable Value

Net Taxable Value	\$0.00
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PARID: 101505723620431711
SAHQ BACKERS,

1404 LEAD AV

Class

Class	Non Residential
Tax District	A1A

Ownership

Tax Year	2016
Owner Name	SAHQ BACKERS
Owner Mailing Address	1404 LEAD AVE SE
Unit	
City	ALBUQUERQUE
State	NM
Zip Code	87106
Foreign Mailling Address	

Description

Location Address	1404 LEAD AV SE
City	ALBUQUERQUE
State	NM
Zip Code	87106
Property Description	* 005 044TERRACE ADDN

Public Improvement District
Tax Increment Development Districts

Document

Document #:	2016017386 022416 WD -ENTRY BY DG 031116 CODED BY DG 031116 (RC P/O-2016012264)
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Real Property Attributes

Primary Building SQ FT	
Year Built	
Lot Size (Acres)	.1492
Land Use Code	PUBLIC/GOVERNMENTAL
Style	

Manufactured Home Attributes

Make :	
License :	
VIN # :	
Year :	
Size :	

PARID: 101505723620431711
SAHQ BACKERS,

1404 LEAD AV

Values

Tax Year	2016
Full Land Value	\$28,600.00
Agric. Land	\$0.00
Full Impv. Value	\$0.00
Full Total Value	\$28,600.00
Taxable (1/3 Full)	\$9,532.00

Exemptions

Head of Family	\$0.00
Veteran	\$0.00
Other 4000	\$9,532.00

Net Taxable Value

Net Taxable Value	\$0.00
-------------------	--------

PARID: 101505723120431712
SAHQ BACKERS,

1404 LEAD AV

Class

Class	Non Residential
Tax District	A1A

Ownership

Tax Year	2016
Owner Name	SAHQ BACKERS
Owner Mailing Address	1404 LEAD AVE SE
Unit	
City	ALBUQUERQUE
State	NM
Zip Code	87106
Foreign Mailling Address	

Description

Location Address	1404 LEAD AV SE
City	ALBUQUERQUE
State	NM
Zip Code	87106
Property Description	* 006 044TERRACE ADDN

Public Improvement District
Tax Increment Development Districts

Document

Document #:	2016017386 022416 WD -ENTRY BY DG 031116 CODED BY DG 031116 (RC P/O-2016012264)
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Real Property Attributes

Primary Building SQ FT	
Year Built	
Lot Size (Acres)	.1492
Land Use Code	PUBLIC/GOVERNMENTAL
Style	

Manufactured Home Attributes

Make :	
License :	
VIN # :	
Year :	
Size :	

PARID: 101505723120431712
SAHQ BACKERS,

1404 LEAD AV

Values

Tax Year	2016
Full Land Value	\$28,600.00
Agric. Land	\$0.00
Full Impv. Value	\$0.00
Full Total Value	\$28,600.00
 Taxable (1/3 Full)	 \$9,532.00

Exemptions

Head of Family	\$0.00
Veteran	\$0.00
Other 4000	\$9,532.00

Net Taxable Value

Net Taxable Value	\$0.00
-------------------	--------

			annual lease payment	sy		Percentage
Current Rent Proposed (13,500 per month plus Reimburesement)						
162,000 + 73,625 (736.25 x 100)			\$235,625.00	17-18		
162,000 + 110,437 (736.25 x 150)			\$272,437.50	18-19		15%
162,000 + 147,250 (736.25 x 200)			309,250	19-20		13.50%
162,000 + 165,656 (736.25 x 225)			\$327,656	20-21		5.95%
162,000 + 184,062.5 (736.25 x 250)			346,062.50	21-22		5.30%

Proposed flat rate with % increase annually. This amount is based \$8.69 sf which is below ABQ avg sf rate I have included a 3% annual increas.

17-18		\$235,625.00				
18-19		242,693.00				
19-20		249,974.54				
20-21		257,473.78				
21-22		265,192.21				

Current 2015-2016 Lease Analysis per NM PSFA schedule

Average Cost per sq ft. (Statewide)		\$	10.65			
Low Lease per sq ft (Statewide)		\$	2.10			
High Lease per sq ft (Statewide)		\$	23.61			
Average Cost per sq ft (Albuquerque)		\$	11.67			
Low Lease per sq ft (Albuquerque)		\$	4.34			
High Lease per sq ft (Albuquerque)		\$	23.61			

As can be seen by the above information retrieved from the NM PSFA website; the school lease will be low the FY2015 average lease per square foot cost statewide and in Albuquerque where the school is proposec The square foot cost is also lower than a recent verbal market analysis received from a local commercial re

District	School	State or Local Charter
Albuquerque	Academy of Trades and Technology HS	S
Albuquerque	ACE Leadership HS	S
Albuquerque	Albuquerque Institute for Math and Science 800 Bradbury	S
Albuquerque	Albuquerque Institute for Math and Science 933 Bradbury	S
Albuquerque	Albuquerque School of Excellence	S
Albuquerque	Albuquerque Talent Development Secondary Charter	L
Albuquerque	Alice King Community School	L
Albuquerque	Amy Biehl High School	S
Albuquerque	Bataan Military Academy	I
Albuquerque	Cesar Chavez Community School	s
Albuquerque	Christine Duncans Heritage Academy	I
Albuquerque	Cien Aguas International School	s
Albuquerque	Coral Community Charter School	s
Albuquerque	Corrales International School	I
Albuquerque	Cottonwood Classical Preparatory School	s
Albuquerque	CEPI #1	s
Albuquerque	Digital Arts and Technology Academy HS	I
Albuquerque	East Mountain HS	I
Albuquerque	El Camino Real Academy	I
Albuquerque	Explore Academy	s
Albuquerque	Gilbert L Sena Charter HS	s
Albuquerque	Gordon Bernell Charter School 401 Roma NW	I
Albuquerque	Gordon Bernell Charter School 100 Deputy Dean Miera	I
Albuquerque	Health Leadership Highschool	s
Albuquerque	Horizon Academy West	s
Albuquerque	La Academia de Esperanza	I
Albuquerque	La Promesa Early Learning Center Charter School	s
Albuquerque	La Resolana Leadership Academy	s
Albuquerque	Los Puentes Charter School	I
Albuquerque	Media Arts Collaborative Charter #1 Nob Hill Studios	s
Albuquerque	Media Arts Collaborative Charter #2	s
Albuquerque	Mission Achievement and Success	s
Albuquerque	Montessori of the Rio Grande	I
Albuquerque	Mountain Mahogany Community School	I
Albuquerque	Native American Community Academy	I
Albuquerque	NM International School	s
Albuquerque	North Valley Academy	s
Albuquerque	Nuestros Valores Charter School	I
Albuquerque	Public Academy for Performing Arts	I
Albuquerque	Robert F Kennedy Charter MS/HS 1021 Isleta Rd. SW	I
Albuquerque	Robert F Kennedy Charter MS/HS 4300 Blake Rd SW	I
Albuquerque	Sage Montessori Charter School	s
Albuquerque	SIA Tech ABQ Charter Academy	I
Albuquerque	South Valley Academy	I

Albuquerque	South Valley Preparatory School	s
Albuquerque	SAMS Academy	s
Albuquerque	Southwest Intermediate Learning Center	s
Albuquerque	Southwest Primary Learning Center	s
Albuquerque	Southwest Secondary Learning Center	s
Albuquerque	Technology Leadership HS	s
Albuquerque	The Albuquerque Sign Language Academy	s
Albuquerque	The GREAT Academy	s
Albuquerque	The International School at Mesa del Sol	s
Albuquerque	The Montessori Elementary School	s
Albuquerque	The New America School	s
Albuquerque	Tierra Adentro	s
Albuquerque	21st Century Public Academy	l
Albuquerque	William W and Josephine Dorn Charter Community	s
	Average cost per square foot	

Actual Lease	Cost/sq ft		
\$ 180,120.00	\$ 8.56		
\$ 581,514.00	\$ 21.54		
\$ 19,187.00	\$ 5.01		
\$ 248,282.00	\$ 13.48		
\$ 264,000.00	\$ 10.71		
\$ 264,000.00	\$ 15.54		
\$ 290,452.00	\$ 13.96		
\$ 230,575.00	\$ 5.50		
\$ 150,000.00	\$ 5.82		A
\$ 385,964.00	\$ 22.05		
\$ 384,000.00	\$ 12.81		
\$ 355,782.00	\$ 15.72		
\$ 140,400.00	\$ 12.92		
\$ 331,639.00	\$ 14.16		
\$ 880,745.00	\$ 18.68		
\$ 155,327.00	\$ 9.90		
\$ 206,893.00	\$ 4.34		
\$ 392,200.00	\$ 9.80		
\$ 702,649.00	\$ 11.45		
\$ 400,000.00	\$ 12.44		
\$ 201,484.00	\$ 14.23		
\$ 133,099.00	\$ 9.62		
\$ 47,164.00	\$ 9.52		
\$ 192,000.00	\$ 12.15		
\$ 540,318.00	\$ 12.87		
\$ 400,000.00	\$ 17.86		
\$ 614,844.00	\$ 18.02		
\$ 68,000.00	\$ 6.19		
\$ 220,541.00	\$ 19.25		
\$ 56,880.00	\$ 8.50		
\$ 104,314.00	\$ 6.44		
\$ 523,029.00	\$ 7.24		
\$ 114,872.00	\$ 5.67		
\$ 155,996.00	\$ 10.69		
\$ 504,609.00	\$ 12.31		
\$ 253,224.00	\$ 11.75		
\$ 538,007.00	\$ 13.87		
\$ 113,366.00	\$ 11.92		
\$ 272,616.00	\$ 13.70		
\$ 135,472.00	\$ 6.46		
\$ 56,000.00	\$ 9.99		
\$ 210,560.00	\$ 14.00		
\$ 166,273.00	\$ 9.98		
\$ 249,363.00	\$ 11.64		

\$ 99,720.00	\$ 9.68		
\$ 249,510.00	\$ 6.00		
\$ 101,768.00	\$ 5.25		
\$ 97,343.00	\$ 5.29		
\$ 243,358.00	\$ 13.05		
\$ 65,000.00	\$ 7.43		
\$ 111,432.00	\$ 12.00		
\$ 252,463.00	\$ 16.79		
\$ 231,000.00	\$ 10.70		
\$ 600,000.00	\$ 18.75		
\$ 598,697.00	\$ 23.61		
\$ 201,515.00	\$ 9.99		
\$ 184,193.00	\$ 10.61		
\$ 51,600.00	\$ 9.22		
	\$ 11.67		

Curriculum Development

The plan for curriculum development was discussed on several occasions with Phillip Gloudemans during the fall 2016 planning year meetings. The curriculum development plan that was submitted to Sharepoint on August 30, 2016, and was produced in a format suggested by Mr. Gloudemans in those discussion, including required components. The School's plan, as well as the progress made, was marked as complete by Mr. Gloudemans on August 30, 2016, and October 1, 2016, and no additional feedback or comments were provided by the CSD.

The condition as outlined for the September submission requires “[w]ritten curriculum development plan, **including timeline, success benchmarks, and responsible parties** to ensure development of entire curriculum identified in the application *prior to the start of the school year.*” (Italicized emphasis added.) In the 2015/2016 standard planning year document, the required timeline for completion culminates with 90 days of curricula required two weeks prior to the opening of school. The condition in the PY2 checklist states that curriculum development must be complete “prior to the start of the school year.” This timeline was accepted in the previous year planning documents. There was no discussion or written instruction provided to the School by CSD that indicated a change to that calendar requirement. Rather the confirmation of those dates was reaffirmed by the acceptance of the September and October submissions.

SAHQ Academy Plan for Curriculum Development

TASK	STAFF RE- SPONSIBLE	DEADLINE
Align Edgenuity Scope and Sequence with CCS and NMCCS for Core classes / Year 1	Lindsey Darrell Charlotte Trent Meet Thursday Evenings	10/1/16 : 1. Collect all data required to create the alignments required by CSD 2. Provide a completed format to use with all courses that show alignments in a coherent and cohesive manner. Submitted samples of course alignments - have all core alignments for grades 7-10 in ELA, Math, Science and Social Studies. Added info for Health 7/1/17 : Show alignments for all core classes in Edgenuity
Create course curriculums to support Tier 1 core subjects including standards to be taught in Year 1 and timelines	Curriculum Team Lindsey Darrell Dave Charlotte Consultants Meet Thursday Evenings	10/1/16 : 1. Continue to develop course curriculum: Lindsey Kerwin, History: Darrell Garcia, Science, LA, Health (Curriculum Team.) Will be assigned. Completed supports system framework. Outlined supports for Math. Added a L3 English / Tesol teacher to our team. (meet w/ her every other Friday) 03/1/17: All electives have been identified and a master course plan completed for each. (Assigned to Charlotte and the curriculum team) We be reassigned. 7/1/17: Have base curriculum in place for new hires (Darrell) 8/1/17: Have all curriculum in place for at least the first 9 weeks (Darrell)

Identify and/or create both formative and interim evaluation and assessment tools for each course	Curriculum Team Lindsey Darrell Dave Charlotte Consultants Meet Thursday Evenings	10/1/16 : Identify integrated evaluation and assessment tools (Lindsey) Utilizing the curriculum and integrated assessment tools to identify key support topics for Tier 1 supports. 3/1/17 : Identify additional evaluation and assessment tools needed. (Darrell) 7/1/17: Have Assessment criteria and plan in place for new hires. (Darrell and Lindsey) 8/1/17: Have all evaluation and assessment tools for each course in place for at least the first 9 weeks. (Darrell)
Provide and align Scope and Sequence for Applied Learning Projects with CCS and NMCCS	Curriculum Team Lindsey Darrell Dave Charlotte Consultants Meet Tuesday Mornings	3/1/17: Identify the project curriculum and the individuals needed to fully develop the curriculum for the first semester for all grade levels. (Dave) 7/1/17: Have the scope and sequence and alignments completed for Applied Learning Projects (ALP) for at least the first 9 weeks. (Darrell) Designing framework for ALP and investigating collaborative tech tools
Create course curriculums to support Tier 2 including standards to be taught in Year 1 and timelines	Curriculum Team Lindsey Darrell Dave Charlotte Consultants Meet Tuesday mornings	3/1/17 : Have the project development team in place and meeting once per week. (Dave) 7/1/17 : Continue to develop course curriculum with new hires (Darrell) 8/1/17: Have the ALP curriculum fully developed for at least the first 9 weeks. (Darrell)

Identify and/or create both formative and interim evaluation and assessment tools for each project, including rubrics	Curriculum Team Lindsey Darrell Dave Charlotte Consultants Meet Tues-day mornings	3/1/17 : Integrate the assessment component into the curriculum development process 7/1/17: Fully develop assessments with new hires (Darrell) 8/1/17 : Have the assessments for Tier 2 (ALP) in place for at least the first 9 weeks. (Darrell)
Project development for Year 1 integrating Sports Science with core subjects	PE and core subject teachers Consultants Jared Saavedra Meets weekends	10/1/16: Added a sports science teacher to the team with an advanced degree in performance science and L1 teaching license. 3/1/17: Identify our sports science partners and consultants to develop integration, meet weekly to develop (Charlotte) 7/1/17: Have integration plan in place to work with new hires (Darrell) 8/1/17: Have integration plan, including any additional curriculum, assessments and STARS identifications complete for at least the first 9 weeks (Darrell)
Identification of supplemental books and curricular materials to support projects	PE and core subject teachers Consultants Meets weekends	3/1/17: Have the sports science development team integrate the development of learning tools and materials into the curriculum planning. (Charlotte) 7/1/17: Have materials identified for new hires 8/1/17: Have all materials available for at least the first 9 weeks.
Tier 3 – the same steps will be implemented to develop the Tier 3 curriculum after Year 1		

Distance Learning Policy

Distance learning courses provide an opportunity for the SAHQ Academy to expand course offerings and access to learning resources. In compliance with the requirements of 6.30.8 NMAC, in addition to the online Edgenuity curriculum, SAHQ will provide for additional instruction for credit or grade when the course provider and student are not physically present at the same time or place. SAHQ will provide onsite access to the necessary technology for participation in distance learning courses, and will provide electronic formats that are usable by students with disabilities using assistive technologies, and those formats shall be based on the American standard code for information interchange, hypertext markup language, and extensible markup language.

Distance-learning courses that are available to students will be posted in the SAHQ Curriculum Guide that will be distributed to students and their families, and will be reviewed with the student's academic advisors when selecting classes to enroll in. Qualifying distance-learning students will receive grades or academic credit unless the course is not taken for credit. Any full-time SAHQ student will be eligible to take distance-learning courses.

I. Instruction

1. Online courses shall be taught by a New Mexico highly qualified teacher (licensed and endorsed in the content area) who has received professional development on teaching in an online environment.
2. A minimum of one-half of the course content shall be provided online and more than one-half of the instruction facilitated by an online teacher.
3. The online teacher shall provide frequent feedback and will encourage and facilitate student-student interaction.
4. The online teacher shall administer formative and summative assessments as necessary per NMPED and SAHQ requirements and guidelines.
5. If a student participates in any online course from a virtual school other than SAHQ, said school shall be required to have a memorandum of understanding (MOU) with SAHQ on file in the Head Administrator's office.
 - a. MOUs shall only be granted to virtual schools that are accredited either as a virtual school by the New Mexico Public Education Department or by an accreditor agency recognized by the United States Department of Education.

- b. SAHQ shall conduct a comprehensive review of all virtual courses submitted for offer by the virtual school or educational agency and shall establish an approved list of courses.
 - c. If SAHQ determines that the student fails to comply with any provision of this policy or the distance learning site's policies, the student may be denied credit for the distance learning course or program the student was participating in, in addition to any other disciplinary actions deemed appropriate by the SAHQ staff.
 - d. The MOU, at a minimum, shall include the following:
 - The courses to be delivered
 - The delivery period
 - Any financial arrangements
 - Support mechanisms needed in behalf of students
 - State assessment responsibilities on behalf of students
 - Identification of the responsible entity and timelines for granting grades and credit
 - A statement of assurance that all courses meet or exceed state content standards with benchmarks and performance standards and are taught by highly-qualified teachers.
 - 2. Content and curriculum shall be aligned with SAHQ pacing guides and scope and sequence, include a SAHQ approved end-of-course final exam which shall be administered and proctored by SAHQ staff, and be approved by the SAHQ Governing Board.
- II. The Head Administrator and the student's Advisor shall be responsible for decisions on placement, promotion and acceleration of students enrolled in online courses. The exception shall be those who have documented special education needs, whose decisions regarding placement, promotion and acceleration shall be made through the student's Individualized Education Plan (IEP) or 504 Plan. In all cases, the decision-making process shall include parents/guardians and staff. Students will also be included, as appropriate.
- III. Students requesting to enroll in an online course shall submit a request to their Advisor prior to enrollment. The completed request form must be included in the student's Next Step plan prior to enrollment.
- IV. A student may be enrolled in no more than two online courses concurrently unless prior written approval has been granted by the student's Advisor and the Head Administrator.
- V. Attendance

1. Online students shall maintain an assignment schedule as set forth in each course syllabus. Students who fall more than 10 days behind on the syllabus calendar may be dropped from the course, with prior notification to parents.
2. Students enrolled in an online course may be required to attend tutoring or other intervention sessions to ensure they are better able to meet course requirements

VI. Grading and Reporting

Online course teachers shall comply with the following SAHQ Policy on grading and reporting, and attendance:

1. Online teachers shall use SAHQ applicable curriculum framework and pacing guides.
2. Student and parents shall be provided with a syllabus of content and student expectations.
3. Students and parents shall be notified about progress throughout the grading period. Formal notification shall be given once every nine weeks and a student's failure to progress shall be reported more frequently at the mid- point of each nine weeks.
4. On-line teachers shall maintain accurate and precise student academic records.
5. Student progress shall be evaluated and reported on multiple and varied assessment measures.
6. Once a student's grades are reported on the report card, said grades shall be considered final and official.
7. Semester exams shall be comprehensive and representative of content covered during the semester's coursework.
8. Students may participate in and receive credit or a grade for a distance-learning course that is at a different grade level than the student's current grade level. If approved by the student's Advisor and the Head Administrator, the student may retake a course to earn a higher grade, however, credit cannot be earned twice for the same course.
9. Students must log on to their learning courses at least the same number of days per week as all other students enrolled at SAHQ and at the scheduled class times for synchronous courses.

VII. Course Fees

Students must pay for all online courses taken during summer school.

VIII. Online teachers shall:

1. Insure that all course links, assignments and assessments are accessible during the school semester during which the course is offered.
2. Provide student with contact information, detailed and specific instructions on how to get started in the course and a syllabus with assignments and due dates noted.
3. Maintain regular communication with students and site coordinators/ learning coaches, including weekly announcements, updates and reminders.

IX. School and Head Administrator Responsibilities

1. The Head Administrator shall designate the IT/Testing Coordinator as the Distance Learning site coordinator and shall provide computer accessibility for enrolled online students.
2. The online teacher shall be responsible for notifying the site coordinator of any student who needs direct support to be successful in his or her online courses. The site coordinator shall arrange for appropriate interventions as suggested by the online teacher.
3. Each student Advisor shall provide documentation regarding required student accommodations to the online teacher.

X. The student's Advisor will:

1. Inform parents/guardians of enrollment in any online course.
2. Insure proper student information system coding for online courses.

XI. Student Responsibilities: All students will adhere to the SAHQ Acceptable Use of Technology rules and will participate in an online course orientation to taking an online or distance learning course that will be offered prior to the beginning of the course that the student is enrolled in.

Date of Governing Board Approval:
