

Certificate of Governing Body Vote

This document certifies that on May 20, 2019 at 7:00 p.m., a meeting of the Governing Body of Alma d' arte Charter High School, a New Mexico public charter school, was held at Alma d' arte Charter High School, 402 W. Court, Las Cruces, NM 88005. The meeting and all votes were conducted in compliance with the New Mexico Open Meetings Act.

A quorum of the Governing Body's members being present and voting, it was voted 5 in favor and 0 opposed: We move to approve the charter renewal contract from 2019-2022 with the Public Education Commission.

The members voting in favor were:

Gene Elliott, President

Casilda Provencio, Vice President

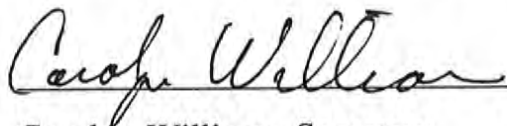
Carolyn Williams, Secretary

Godfrey Crane, Treasurer

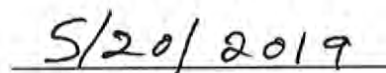
Stephen Aquino, Member

The members voting in opposition were: NONE

I, the undersigned, certify that this is a true copy.



Carolyn Williams, Secretary



Date

Charter Contract Between the
New Mexico Public Education Commission
And
Alma d'arte Charter High School

This Charter Contract, (the "Contract"), is hereby entered into by and between the New Mexico Public Education Commission, (the "Commission"), and Alma d'arte Charter High School, (the "School", and, together with the Commission, the "Parties"), a New Mexico Charter School, effective this 1st day of July, 2019.

WHEREAS, the Commission is created pursuant to Article 12, Section 6 of the New Mexico Constitution, with such powers and duties as are provided by law; and,

WHEREAS, the Commission is authorized pursuant to the Charter Schools Act, § 22-8B-1, *et seq.*, New Mexico Statutes Annotated, 1978, as amended and supplemented, (the "Act"), to, *inter alia*, authorize charter applications that meet the requirements of the Act, and to negotiate and execute, in good faith, charter contracts that meet the requirements of the Act with approved charter schools; and,

WHEREAS, the Commission is further authorized pursuant to the Act, to monitor charter schools' compliance with the requirements of the Act, and with the requirements of the charter and Contract for each approved charter school; and,

WHEREAS, the Commission is further authorized pursuant to the Act to determine whether an approved charter school merits suspension, revocation, or nonrenewal; and,

WHEREAS, the Commission approved the charter renewal application for the School on December 11, 2018, (the "Charter"); and,

WHEREAS, pursuant to the Act and the Charter, the Commission and the School wish to enter into this Contract in compliance with the Act, and in order to set out the performance frameworks, as that term is defined in the Act, that define the financial, academic, and operations performance indicators, measures and metrics that will guide the evaluation of the School.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the Commission and the School agree:

SECTION 1: DEFINITIONS

Capitalized terms defined in this Section 1 shall have the meaning specified in this Section 1 wherever used in this Contract, including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms defined in the foregoing recitals, if not defined in this Section 1, shall have the same meaning as stated when used in this Contract, unless the context clearly requires otherwise.

"Audit Act" means § 12-6-1 through 12-6-14, NMSA 1978, as amended and supplemented.

"Chair" means the chairperson of the Commission, as elected by the members of the Commission, pursuant to the Act, from time to time.

"Charter Representative(s)" means Gene Elliott and Holly Schullo as the person(s) authorized to sign the Contract, and other documents, on behalf of the School, and to legally bind the School to the Contract and other documents as required under the Act.

"Comprehensive Educational Program" means an educational program that meets Department academic standards as identified in this contract.



"Compulsory School Attendance Law" means the compulsory school attendance law set out at § 22-12-1 through 22-12-9, NMSA 1978, as amended and supplemented.

"Corrective Action Plan" means a plan developed by the School and submitted to the Commission to remedy operational, or financial violations or problems.

"Criminal Offender Employment Act" means the criminal offender employment act set out at § 28-2-1, *et seq.*, NMSA 1978, as amended and supplemented.

"Days" means calendar days.

"Department" means the Public Education Department of the State of New Mexico, and its successors.

"Division" means the Charter School Division of the Department, and its successors.

"Effective Date" means the effective date of this Contract, which is July 1, 2019 found on the first page of this Contract.

"Facility" or "Facilities" means the facilities, including without limitation, all buildings classrooms, and other spaces owned or leased by the School, and used by the School, its staff, teachers, and students, for educational and recreational purposes, and other purposes connected with the Mission of the School.

"Governing Body" means the governing body of the School, and any successor thereto.

"Head Administrator" means a Charter Representative, as defined herein, who is also a licensed school administrator.

"Instructional Hours" means mandatory instructional time during which students are engaged in a School-directed program, and for which the School enforces the Compulsory School Attendance Law.

"Mission" means the educational and pedagogical mission of the School, as set out in Section 4.1 herein.

"NMAC" means the New Mexico Administrative Code, as amended and supplemented from time to time.

"NMSA, 1978" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented from time to time.

"Procurement Code" means §13-1-101, *et seq.*, NMSA 1978, as amended and supplemented from time to time.

"Public School Finance Code" means § 22-8-1, *et seq.*, NMSA 1978, as amended and supplemented from time to time.

"School Improvement Plan" means a plan developed by the School and submitted to the Commission to remedy academic performance.

"Secretary" means the Secretary of the Department, and his or her duly appointed successors.

"State" means the State of New Mexico.

"Term" means the term of this Contract, as set forth in Section 3, herein.

SECTION 2: SCOPE

1. This Charter Contract is entered into between the School and the Commission for the purpose of establishing a charter school to operate at the site(s) listed in Section 4.10. of this Contract.
2. The person authorized to sign and act on behalf of the Commission is the Chair, or such person as the Chair may lawfully designate from time to time.

The person(s) authorized to sign on behalf of the Charter School is/are the Charter Representative(s). The Charter Representative(s) affirm(s) as a condition of this Charter, that he/she is (one of) the above-described representative(s) of the Charter School and has the authority to enter into this Charter on behalf of the Charter School.

- i. The Charter School must maintain one or more Charter Representative(s), including one Charter Representative who is a Head Administrator, and provide contact information to the Commission within 30 days of the change of a Charter Representative(s).
 - ii. The Commission shall direct all communication with regard to the Charter and the Contract to the Charter Representative(s).
 - iii. The Charter Representative(s) shall respond to written communication from the Commission within the timeframe specified in the communication, which shall be no less than three business days absent exigent circumstance.
3. The Charter School is a public entity of the State of New Mexico, subject to all laws and regulations applicable to public entities.

SECTION 3: TERM

1. The term of this Contract shall be in full force and effect until June 30, 2022. The Contract will not automatically be renewed or extended; the Contract may be renewed by the Commission upon timely application by the School pursuant to the Act, and upon such terms and conditions as the Commission deems appropriate under the Act.

SECTION 4: REPRESENTATIONS, COVENANTS, AND WARRANTIES

1. **Purpose:** The School shall operate a public school consistent with the terms of the Charter and the Contract, and all applicable laws; shall achieve student outcomes according to the educational standards established by law, this Charter and Contract; and shall be governed and managed in a financially prudent manner.
2. **Mission:** The Charter School shall implement the mission identified below and shall report on the implementation of that mission in the manner described below.
 - i. To graduate artist/scholars prepared to succeed
 - ii. The Charter School shall report on the implementation of its mission in the following manner:
 - a. Annually during the performance review visit required by the Act, as evaluated through the site visit team's observations and the school's response to any such observations;
 - b. Annually through any mission specific goals identified in the School's Performance Framework, Attachment A, incorporated herein by reference; and

- c. At renewal, in the event that the School applies to the Commission for renewal, through a narrative in the renewal application.

3. **Enrollment Cap and Authorized Grade Levels:** The School is authorized to serve no more than 280 students in grades 9-12.

- i. The School may make modifications as to the number of students in any particular grade, and number of students within a class to accommodate staffing decisions that are consistent with the School's programmatic needs; except that, nothing in this Contract shall give the School the authority to combine students from different grade levels into the same classroom unless the school's educational program explicitly provides for mixed grade or age education.
- ii. The School must annually, prior to beginning the annual enrollment process, establish the number of vacancies by grade level available for student enrollment in that year. That number will govern the enrollment throughout the school year.
- iii. The School may not exceed the building capacity of the Facility, **which will be provided by the effective date of the contract.** The total occupancy load is 1,330.

4. **Partner Organization or Management Company** (Intentionally omitted)

- i. ~~The School has a legal relationship with _____ that is distinct from a relationship with a non-profit foundation described in 4.5 of this contract. The legal agreement governing the relationship between the School and _____ is included as Attachment B, incorporated herein by reference.~~
- ii. ~~The legal agreement in Attachment B complies with all provisions of New Mexico law and the School is financially independent from _____. The School shall not make any changes to the document set out as Attachment B, or to its legal relationship and agreements with _____ without the approval of the Commission and the Department, which approval shall not be unreasonably withheld.~~
- iii. ~~The Commission, through its designees and the Department, shall be permitted to review the legal agreement and other relevant school documents and records to determine whether the legal relationship between the School and _____ complies with all provisions of New Mexico law, and to determine that the School is financially independent from _____.~~

5. **Relationship with a Non-Profit Foundation** (Intentionally omitted)

- i. ~~The school has a relationship with _____, a non-profit foundation the primary purpose of which is to provide financial support to the school or leases the facility for the charter school~~
- ii. ~~The legal agreement or Memorandum of Understanding governing the relationship between the School and the foundation is Attachment C, incorporated herein by reference.~~
- iii. ~~The identity of the Board of Directors and Executive Director of foundation with a conflict of interest disclosure from each are provided in Attachment C.~~



6. **Comprehensive Educational Program of the School:** The School's educational program shall be as described below:

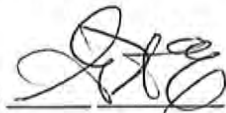
School Vision:

To be a pre-eminent center for artistic and academic excellence in preparing students for post-secondary education and successful living in a global community.

- i. Alma d'arte provides at least four art strands (visual arts, performing arts, culinary arts and literary arts) that students choose from year to year.
- ii. Alma d'arte students are expected to contribute in one or more of the following each semester:
 - a. the school's Winter Arts Showcase,
 - b. a recruiting presentation or event,
 - c. a community arts event, or
 - d. a community-based activity or event as part of the apprenticeship experience.
- iii. As an essential component of the school's academic and artistic focus, seniors at the school will participate in community apprenticeships. The teachers work with the students to identify the community mentors for the apprenticeships.
- iv. Alma will provide annual training for teachers in integrating arts with core curriculum.
- v. Arts integration shall be demonstrated via evidence such as, but not limited to, lesson plans, classroom evidence, or completed projects.

7. **Governance:**

- i. The School shall be governed by a governing body in the manner set forth in the governing body's bylaws, Attachment D, incorporated herein by reference.
- ii. The School's Governing Body shall have at least five members at all times; the number of Governing Body Members shall be specified in the bylaws.
- iii. The School shall notify the Commission of all changes in membership within 30 days of the change.
- iv. The Charter School shall either replace any member who is removed or who resigns, or close the position in conformity with its bylaws, within 45 days of removal, resignation or closure.
- v. No member of the Governing Body shall serve on the governing body of another charter school, unless the School has been granted a discretionary waiver from the Secretary.
- vi. All governing body members shall comply with training requirements established in Section 6.80.5 NMAC, as amended.
- vii. The School shall notify the Chair of the Commission within 15 days of any and all written complaints of inappropriate contact as defined in its school policies with a student or other minor by a member of the Governing Body, and shall notify the Chair of the Commission within 15 days of allegations of, or convictions for, any crime related to the misappropriation of school funds or theft of school property by a member of the Governing Body.



- viii. The members of the Governing Body have a duty to comply with the provisions of this Contract, all applicable laws, including, without limitation, the Act, all regulations, and reporting requirements.
- ix. The Governing Body is responsible for the policy decisions of the School; is responsible for hiring, overseeing, and terminating the Head Administrator of the School; and is entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.
- x. The Governing Body shall, at all times, be qualified to act as a qualified board of finance as demonstrated in Attachment E, which is incorporated by reference.
- xi. In order to initially become qualified as a board of finance, the school shall provide:
 - a. The names, home addresses, personal email addresses, and personal phone numbers of each member of the board;
 - b. A statement signed by every member of the Governing Body stating that the Governing Body agrees to consult with the Department on any matter not covered by the manual of accounting and budgeting before taking any action relating to funds held as a board of finance;
 - c. A signed affidavit from each member of the Governing Body member declaring that the member is not a member of the governing body of any other charter school, unless it has been granted a waiver by the Secretary for that purpose, and that the member was not a governing body member of another charter school that was suspended and was not reinstated, or failed to receive or maintain its board of finance designation; and
 - d. An affidavit or affidavits, signed by the School's licensed business official who will be given the responsibility of keeping the financial records of the School, describing the training completed, professional licensure held and degrees earned by him or her;
 - e. A copy of a certificate of insurance that indicates that the person who will be entrusted with handling the funds of the School is adequately bonded.
- xii. Within 30 days of the change to any member of the Governing Body or the School's licensed business official who will be given the responsibility of keeping the financial records of the charter school, the school shall resubmit all information required in Section 4. Subsection 7.xi (a)-(e) above, revised to reflect the changes in staffing or board membership.
- xiii. If at any time, the School's qualification as a board of finance is revoked by the Department, the Commission shall, at its next regularly scheduled meeting, consider whether to commence revocation proceedings to revoke the School's Charter. If the Commission decides not to revoke the charter, the School shall be required to develop and successfully implement a Corrective Action Plan to address the conditions and causes of the revocation of the School's qualification as a board of finance.

8. Operation:

- i. The School shall be nonsectarian in its charter school programs, enrollment policies and employment practices and all other operations. Attachment F, incorporated herein by reference, states the School's enrollment policies and procedures.

- ii. The School shall comply with all federal and state laws relating to the education of children with disabilities.
- iii. The School shall comply with applicable federal, state and local rules, regulations and statutes relating to health, safety, civil rights and insurance.
- iv. The School shall, in accordance with the Compulsory School Attendance Act, maintain records to document daily student attendance and shall make such records available for inspection upon request of the Commission and the Department. The School shall comply with the number of overall instructional hours required by statute, based on the grade levels served, which may be verified through budget reporting.
- v. The School shall maintain student records in accordance with all other New Mexico public records retention requirements.
- vi. The School shall allow the Commission and the Department to visit each school site at any reasonable time.
- vii. The School shall allow the Commission and the Department to conduct financial, program or compliance audits and shall hold open for inspection all records, documents and files relating to any activity or program provided by the School relating to the School. All books, accounts, reports, files and other records relating to this Charter and Contract shall be subject, during normal business hours, to inspection and audit by the State for five years after termination of the Charter and the Contract.
- viii. The School shall notify the Chair of the Commission and the Department within 15 days of any and all written complaints of inappropriate contact as defined in the school's policies, or convictions for inappropriate contact with a student or other minor by any staff member, employee, or contractor and shall notify the Chair of the Commission within 15 days of allegations of, or convictions for, any crime related to the misappropriation of school funds or theft of school property by any staff member, employee or contractor.
- ix. If the School receives federal grant funds that flow through the Department, the School shall timely submit financial and other reports required by the Department for the School's receipt of such funds.
- x. The School shall comply with applicable federal, state and local rules, regulations and statutes relating to public education unless the School is specifically exempted from the provision of law. All members of the Governing Body shall sign a certificate, in the form attached hereto as Attachment G, certifying their compliance with all federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools. Within 30 days of any change to the membership of the Governing Body, the School shall provide a signed certification from any new members in the form of Attachment G, which will be incorporated into this Contract.
- xi. The School shall identify the non-discretionary waivers the School is utilizing and the discretionary waivers the School has requested from the Secretary in Attachment H, incorporated herein by reference.
 - a. If the school requests from, and is granted a discretionary waiver by the Secretary at any point during the Term, the School shall file a notification within 30 days of approval from the Secretary with the Commission to amend the Contract to reflect such waiver.

- b. If the School begins making use of any additional non-discretionary waivers at any point during the charter term, the School shall file a notification within 30 days of first use of the waiver with the Commission to amend the contract to reflect the use of such non-discretionary waiver.
- 9. **Use of Volunteers:** The School covenants and represents that all volunteers it allows access to its students or the Facility will comply with state regulations regarding the use of volunteers set out in Section 6.50.18 NMAC.
- 10. **Background Checks:** The School shall comply with the requirements of Section 22-10A-5 NMAC 1978, relating to background checks for all staff, instructors, and volunteers, in whatever capacity, working with its students or at the Facility.
 - i. The School shall develop and implement policies and procedures to require background checks on an applicant who has been offered employment, and for all volunteers, contractors and contractor's employees with unsupervised access to students at the public school. The School shall comply with the Criminal Offender Employment Act.
 - ii. The Head Administrator of the School shall report to the Department any known conviction of a felony or misdemeanor involving moral turpitude of a licensed or certified school employee.
 - iii. The Head Administrator of the School or their respective designees shall investigate all allegations of ethical misconduct about any licensed or certified school employee who resigns, is being discharged or terminated or otherwise leaves employment after an allegation has been made, or incident occurs. If the investigation results in a finding of wrongdoing, the Head Administrator of the School shall report the identity of the licensed or certified school employee and attendant circumstances of the ethical misconduct on a standardized form to the Department and the licensed or certified school employee within thirty days following the separation from employment. No agreement between a departing licensed or certified school employee and the School shall diminish or eliminate the responsibility of investigating and reporting the alleged ethical misconduct, and any such provision or agreement to the contrary is void and unenforceable.
- 11. **Sites:** The School shall provide educational services, including the delivery of instruction, at the following location(s):

Alma d'Arte Charter High School
402 W Court Ave
Las Cruces, NM 88005

The School shall ensure the Facilities meet the charter school facilities standards in Section 22-8B-4.2(A, C, D) NMSA 1978, and shall ensure that the facilities comply with all applicable federal, state and local health and safety standards and other applicable laws, regulations and rules. The School shall provide the Lease(s) or Lease Purchase Agreement(s) for all facilities, which is attached to this contract as Attachment J incorporated herein by reference,

SECTION 5: PERFORMANCE FRAMEWORKS

- 1. **Performance Framework: Attachment A**, incorporated herein by reference, includes the Charter Performance Review and Accountability System ("Accountability Plan"), which includes Academic Performance Framework, Organizational Performance Framework, and Financial Performance Framework adopted by the Commission. These documents together set forth the academic and operational performance indicators and performance targets that will guide the Commission's evaluation of the School and the criteria, processes and procedures that the

Commission will use for ongoing oversight of operational, financial and academic performance of the School.

2. Academic Performance Indicators and Evaluation: The School shall:

- i. Provide a comprehensive educational program that aligns with the state academic standards prescribed by the Department for the grades approved to operate.
- ii. Participate in the State-required assessments as designated by the Department or the U.S. Department of Education.
- iii. Timely report student level data for State-required assessments to the Department and report student level data from school administered assessments, as requested by the Commission or on a bi-annual basis if that data is incorporated into the Academic Performance Framework adopted by the Commission.
- iv. Meet or make substantial progress toward achievement of the Department's standards of excellence.
- v. Meet or make substantial progress toward achievement of the Department's standards of excellence or the performance standards identified in the Academic Performance Framework as adopted and modified periodically by the Commission.
 - i. The Academic Performance Framework adopted by the Commission allows for the inclusion of additional rigorous, valid and reliable mission specific indicators proposed by a charter school to augment external evaluations of its performance, provided that the Commission approves of the quality and rigor of such proposed indicators and the indicators are consistent with the purposes of the Act. Any such indicators will be incorporated into Attachment A.
 - ii. If the School fails to meet its academic performance indicators in any year it must develop, submit, and begin implementing a School Improvement Plan within 60 days of the release of the academic performance information. The School Improvement Plan will be submitted to the Commission, but the Commission will not evaluate the quality of, or approve, the plan. The Commission may evaluate implementation of the plan through its annual site visits and provide feedback to the School regarding fidelity of implementation and effectiveness of the plan in improving School performance.
 - iii. If the School does not meet the performance standards in the Performance Framework, it shall "make substantial progress" toward achievement of those standards as it is defined in the Commission's Accountability Plan included in Attachment A.
 - iv. Failure to meet or make substantial progress toward meeting the performance standards shall be sufficient justification to revoke or non-renew the School's Charter.
- vi. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

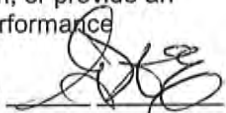
3. Organizational Performance Indicators and Evaluation: The School shall:

- i. Comply with applicable federal, state and local rules, regulations and statutes relating to public education unless the School is specifically exempted from the provision of law.
- ii. Timely submit all documentation, financial and other reports required by the Department or the Commission in order to evaluate the School's compliance with applicable federal, state and local rules, regulations and statutes relating to public education.

- iii. Provide a written copy to the Commission, within 15 days of receiving a written notice of complaint filed against the School alleging violations of federal, state, or local law, regulation or rule, or a final determination from another state government division or agency, or state or federal court regarding any such complaint against the School.
- iv. Cooperate with the Commission or authorized representative to enable them to conduct annual site visits and all other auditing visits requested or required by the Commission or the Department.
- v. Meet the organizational performance standards identified in the Organizational Performance Framework as adopted and modified periodically by the Commission.
 - a. If the school fails to meet its organizational performance indicators, the School will be provided notice through the procedures in the Commission's Accountability Plan included in Attachment A.
 - b. The school may be required to develop, submit and implement a Corrective Action Plan to address deficiencies in its organizational performance. All Corrective Action Plans must be submitted to the Commission, but the Commission will not evaluate the quality of, or approve, the plan. The Commission may evaluate implementation of the plan through its site visits and provide feedback to the School regarding fidelity of implementation and effectiveness of the plan in improving school performance.
 - c. Failure to meet the organizational performance standards shall be sufficient justification to revoke or non-renew the School's Charter.
- vi. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

4. Financial Performance Indicators and Evaluation: The School shall:

- i. Meet generally accepted standards of fiscal management which shall include complying with all applicable provisions of the Public School Finance Code, the Procurement Code, and the Audit Act; paying debts as they fall due or in the usual course of business; complying with all federal requirements related to federally funded programs and awards; refraining from gross incompetence or systematic and egregious mismanagement of the School's finances or financial records; and preparing and fairly presenting its financial statements in accordance with accounting principles generally accepted in the United States of America, which include the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- ii. Timely submit all documentation, financial and other reports required by the Department or the Commission. The School shall further timely submit any Corrective Action Plans or additional financial reporting or documentation that may be required by the Department or the Commission.
- iii. Cooperate with the Commission to enable them, or its authorized representative to conduct all auditing visits requested or required by the Commission or the Department.
- iv. Meet the financial performance standards identified in the Financial Performance Framework as adopted and modified periodically by the Commission, or provide an adequate response to explain why the School does not meet the performance



standards and demonstrate the school is a financially viable and stable organization.

- v. Failure to meet generally accepted standards of fiscal management shall be sufficient justification to revoke or non-renew the School's Charter.
- vi. The School shall have a designated licensed business official and certified procurement officer. The School shall identify the current individual designated as the certified procurement officer and contains their CPO certification in Attachment I incorporated herein by reference. The school shall notify the Commission of all changes to the designated licensed business official or certified procurement officer within 30 days.
- vii. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

5. Chartering Authority's Duties and Liabilities: The Commission, shall:

- i. Evaluate all applications submitted by this charter school, including properly submitted amendment requests, and act timely on any such applications or requests;
- ii. Monitor the performance and legal compliance of the School, in accordance with the requirements of the Act and the terms of the Charter and Contract;
- iii. Review all relevant information to determine whether the School merits suspension, revocation or nonrenewal. All evaluation and monitoring will be carried out using the processes and criteria established in the Accountability Plan in Attachment A;
- iv. Conduct all its activities in accordance with its chartering policies and practices, which shall be modified from time to time to be consistent with nationally recognized principles and standards for quality charter authorizing in all major areas of authorizing; and
- v. Promptly notify the Governing Body of the School of unsatisfactory fiscal, overall governance or student performance or legal compliance and provide reasonable opportunity for the governing body to remedy the problem; Any such notice shall be provided in accordance with the Accountability Plan as provided in Attachment A.
- vi. The Commission is not required to allow the school the opportunity to remedy the problem if the unsatisfactory review warrants revocation.

SECTION 6: ADDITIONAL TERMS

1. Withheld Two-Percent of Program Cost: The Charter Schools Division of the Department may withhold and use two percent (2%) of the school-generated program cost for administrative support of the School as provided in Section 22-8B-13 NMSA 1978. These funds are to be utilized in the following manner:

- i. New Mexico Public Education Department: The Department shall utilize the funds for the following purposes:
 - a. Funding the staff to conduct work for the Division, which shall include:
 - 1. Conducting annual site visits and annual evaluations under the Performance Frameworks; receiving, processing, evaluating and making recommendations on new applications, amendment requests,

and renewal applications; receiving, processing, and evaluating complaints; making recommendations to revoke charters, as necessary; making recommendations regarding School Improvement and Corrective Action Plans, as necessary; overseeing the closure of charter schools; and making recommendations regarding the development and implementation of authorizing policies and practices to ensure they are consistent with nationally recognized principles and standards for quality charter authorizing in all major areas of authorizing; and

2. Technical assistance and support work such as providing training for new Governing Board members; providing Governing Body training; maintaining communication with the charter school field to keep them apprised of best practices, opportunities for support from Department, policy changes from the Commission; hosting other training and professional development; and developing other support materials.
- b. Funding a proportional share of the Department staff to conduct work, as determined by the Department, necessary to support the administrative oversight, approval of budget matters, capital outlay, transportation, special education, federal programs, school evaluation and accountability, annual financial audits, and T&E audits.
- c. Funding any other staff work necessary to provide professional support or data analysis to the Commission.
- d. The Commission's reasonable request for funding of any project or service to support the work of the Commission shall not be denied by the Department. The Commission's request for funding of project or service shall take budget priority over the Department's budget priorities or allocations.
- e. The Commission shall request an annual accounting from the Department on how the two percent (2%) was utilized and shall provide the information received to the school.
- ii. New Mexico Public Education Commission: The New Mexico Public Education Commission shall utilize the funds for the following purposes:
 - a. Funding the travel and per diem expenses of Commissioners when conducting the business of the Commission.
 - b. Funding the administrative expenses of the business of the Commission
- iii. In addition to the above listed items, the Department and the Commission shall have authority to utilize the funds for similar or related costs for administrative support of charter schools and charter school programs.

2. Amendments to the Charter and Changes to the School:

- i. This Contract may be amended by mutual agreement, in writing, of the parties. Processes for submitting requests to amend, or notifications of amendments, as amended from time to time, shall be posted on the Commission's website as an Amendment Request or Notification. The School shall not take action or implement the amendment until approved by the Commission unless the Commission's processes indicate otherwise.



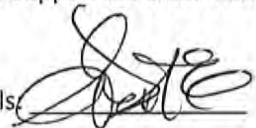
- a. All amendment requests and notifications shall be submitted pursuant to the procedures developed by the Commission.
- b. The Commission shall consider and vote on all properly submitted amendment requests and notifications within 60 days of receipt of a complete submission.
- ii. If the Parties cannot agree on an amendment to the terms of the contract, either party may appeal to the Department Secretary pursuant to Section 22-8B-9(A) and (C) NMSA 1978.

3. Insurance:

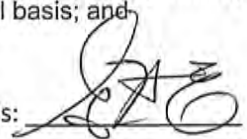
- i. The School shall obtain and maintain insurance in accordance with the laws of the State.
- ii. The School will participate in the Public School Insurance Authority.
- iii. Waiver of Rights: The School and its insurers providing the required coverage shall waive all rights of recovery against the State and the Commission, or the Department, their agents, officials, assignees and employees.
- iv. The School shall maintain insurance coverage as required by law and provide the types, limits, and deductibles in Attachment K.

4. Charter Revocation: The Commission may at any time take action to revoke the Charter and Contract of the School.

- i. **Criteria:** Pursuant to the Act, the Commission may revoke the Charter if the Commission determines that the School:
 - a. Committed a material violation of any of the conditions, standards or procedures set forth in the Contract,
 - b. Failed to meet or make substantial progress toward achievement of the department's standards of excellence or student performance standards identified in the Contract,
 - c. Failed to meet generally accepted standards of fiscal management, or
 - d. Violated any provision of law from which the School was not specifically exempted.
- ii. **Procedures and Timeline:** The Commission shall utilize the following revocation process:
 - a. Notify the school at least 7 days prior to a regularly scheduled meeting that it will be on the agenda for consideration of whether to issue a Notice of Intent to Revoke the Charter.
 - b. Issue a written Notice of Intent to Revoke the Charter within 15 days of voting to issue such a notice. The Notice shall:
 - 1. State the legal basis for the potential revocation, and reasonably identify the evidence that the Commission has to support the existence of the legal basis;



2. Identify the date, location, and time at which a revocation hearing will be held;
 3. Establish deadlines for the School and the Commission to present written materials and all evidence that will be used during the hearing; and
 4. Identify if the hearing will be conducted by the Commission or by an impartial hearing officer. If a hearing officer is to be used, the Notice shall establish the date on which the Commission will consider whether to accept, reject, or modify the hearing officer's findings of facts, conclusions of law, and recommendations.
 - c. After a hearing, upon making a final revocation decision, the Commission shall issue a written decision, through the Chair, within 15 days of voting to revoke the charter stating the findings of fact and conclusions of law that support the revocation.
5. **Charter Renewal Processes:** Within the time period established by the Act, the School's Governing Body may submit a renewal application to the Commission using the Commission's renewal application form as it may be amended from time to time. The application shall include all information required by law and necessary for the Commission to determine whether renewal, non-renewal, or a conditional or short-term renewal is most appropriate.
 - i. **Criteria:** Pursuant to the Act, the Commission may refuse to renew the Charter if the Commission determines that the school:
 - a. Committed a material violation of any of the conditions, standards or procedures set forth in the Contract,
 - b. Failed to meet or make substantial progress toward achievement of the Department's standards of excellence or student performance standards identified in the Contract,
 - c. Failed to meet generally accepted standards of fiscal management, or
 - d. Violated any provision of law from which the School was not specifically exempted.
 - ii. **Procedures and Timeline:** The Commission shall utilize the following renewal process:
 - a. At least one year prior to the date on which the school will apply for renewal, the Commission's authorized representatives will notify the school of its preliminary renewal profile, as established in the Commission's Accountability Plan which is incorporated herein as Attachment A.
 - b. At least 20 days prior to Commission's meeting at which it will consider the school's renewal application, the Commission's authorized representatives will provide the School with a preliminary application analysis and recommendation. The recommendation shall:
 1. State the legal basis for potential non-renewal, and reasonably identify the evidence to support the existence of the legal basis; and



2. Establish deadlines for the School to present its written materials and all evidence that will be used to respond to the recommendation, which shall be not less than 10 days from the date of the delivery of the recommendation.
 - c. No later than seven (7) days prior to the Commission's meeting at which it will consider the school's renewal application, the Commission's authorized representatives will provide the school with a final application analysis and recommendation.
 - d. Upon making a final non-renewal decision, the Commission, through the Chair, shall issue a written decision within 30 days of voting to non-renew the charter stating the findings of fact and conclusions of that support the revocation.
6. **Applicable Law:** The material and services provided by this School under this Charter shall comply with all applicable federal, state, and local laws and shall conform, in all respects, to the educational standards contained in its application and Charter. This Charter shall be governed and interpreted in accordance with the laws of the State.
 - i. In the event of any conflict among the documents and practices defining this relationship, it is agreed that:
 - a. The Contract shall take precedence over policies of either Party and the Charter; and
 - b. If a provision in the Performance Framework conflicts with a provision in the Contract, the Contract shall take precedence over the Performance Framework.
 - ii. This Contract shall not take precedence over any applicable provisions of law, rule or regulation.
 - iii. In the event of a change in law, regulation, rule, procedure or form affecting the School during the term of this Contract, the Parties shall comply with the change in law, rule, regulation or procedure or utilize the new form, provided.
 - a. If an amendment to this Contract is required to comply with a change in the law or rule, then the Parties shall execute such an amendment.

7. Charter Interpretation:

- i. **Merger:** This Charter and Contract, including all of the attachments, constitute the entire agreement of the Parties. NMSA, Commission policies, and Department policies, and administrative rules and regulations which may be amended from time to time during the course of the Charter, are incorporated into this Charter, along with any amendments which may occur during the term of the Charter, by this reference.
- ii. **Waiver:** Either party's failure to insist on strict performance of any term or condition of the Charter shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- iii. **Severability:** The provisions of this Charter are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Charter or Contract.

Handwritten initials, possibly "SAC", in black ink.

- iv. **Assignment:** Neither party may assign or transfer any right or interest in this Charter and Contract unless authorized by law. No assignment, transfer or delegation of any duty of the School shall be made without prior written permission of the Commission.

8. **Indemnification and Acknowledgements:** To the extent permitted by law, the Charter School shall indemnify, defend, save and hold harmless the Commission, the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the School or any of its directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such School to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree that is applicable to the School. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the School from and against any and all claims. It is agreed that the School will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This provision shall be subject to annual budget and appropriation by the New Mexico Legislature.
9. **Employees and Contractors:** This Charter is not an employment contract. No officer, employee, agent, or subcontractor of the School is an officer, employee, or agent of the Commission or the Department.
10. **Non-Discrimination:** The School shall comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act. The School shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, sexual orientation, gender identity, spousal affiliation, national origin or disability.
11. **Notices:** Any notice required, or permitted, under the Contract shall be in writing and shall be effective immediately upon personal delivery, upon receipt of electronic mail, or three (3) days after mailing to the following:

Charter School:

Gene Elliott, Governing Council
PO Box 441
Dona Ana, NM 88032
gelliottcyc@aol.com
575-525-1575

Holly Schullo, Principal
hschullo@almadarte.org
575-541-0451

Matthews Fox, PC
1925 Aspen Dr, Suite 301A
Santa Fe, NM 87505
pmatthews@matthewsfox.com
sfox@matthewsfox.com
505-473-3020

NM Public Education Commission:

Patricia E. Gipson, Chair
300 Don Gaspar Santa Fe, NM 87505
575-405-9135
PEC.DistrictSeven@state.nm.us

Initials: 

The Parties may make changes in the address of its contact person by posting the change(s) on its website.

12. **Dispute Resolution:** Disputes arising out of the interpretation of this Contract shall be subject to the dispute resolution process set forth in this section. Disputes arising out of interpretations of state or federal statute, regulation, or policies of a federal entity or a different state entity, Charter revocation, or Charter renewal shall not be subject to this dispute resolution process.
- i. **Notice of Dispute:** Either party shall notify the other party in writing that a dispute exists between them within 30 days from the date the dispute arises. The notice of dispute shall identify the Paragraph of this Contract in dispute, reasons alleged for the dispute and copies of any documentation that supports the complaining party's position. If the dispute is not timely presented to the other party, the party receiving late notice may elect not to enter into mediation.
 - ii. **Continuation of Contract Performance:** The School and the Commission agree that the existence and details of a dispute notwithstanding, the Parties shall continue without delay their performance of this Contract, except for any performance that may be directly affected by such dispute.
 - iii. **Time limit for response to the notice and cure of the matter in dispute:** Upon receipt of a Notice of Dispute, the Chair of the Commission or the Charter Representative of the Charter School shall have 15 days to respond in writing.
 - a. The written response may:
 - 1. Propose a course of action to cure the dispute;
 - 2. Propose the parties enter into informal discussions to resolve the matter; or
 - 3. Require the parties select a neutral third party to assist in resolving the dispute.
 - b. If no response is received within 15 days, the Party sending the Notice may invoke the process for selecting a neutral third party to assist in resolving the dispute.
 - c. If the written response proposed a course action or negotiations to resolve the dispute, the party sending the Notice shall respond within 15 days or receiving the response.
 - d. At any point in this informal process, either Party may, in writing, invoke the process for selecting a neutral third party to assist in resolving the dispute.
 - iv. **Selection of a neutral third party to assist in resolving the dispute:**
 - a. If either Party invokes the process for selecting a neutral third party to assist in resolving the dispute, it shall include in the notice the name of a proposed mediator along with his/her qualifications.
 - b. If the other Party does not agree to the proposed mediator, it shall identify an alternate mediator along with his/her qualifications within 5 business days.
 - c. If the other Party does not agree with the alternate designation, it shall give

notice within 5 business days.

- d. In the event that the Parties cannot agree on a mediator the Parties shall request that the Secretary appoint a mediator. The appointed mediator shall mediate the dispute.

- v. **Apportionment of all costs related to the dispute resolution process:** Each Party shall pay one-half of the reasonable fees and expenses of the mediator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, shall be paid by the Party incurring such costs.

- vi. **Process for Final Resolution of Dispute:** If settlement of the dispute is not reached through mediation or by agreement of the Parties, the Parties shall submit the matter to the Secretary for resolution.

13. **Non-Availability of Funds:** Every payment obligation of the State under this Charter is conditioned upon the availability of funds continuing to be appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Charter, the Commission may terminate this Charter at the end of the period for which funds are available. No liability shall accrue to the Commission, nor the State, or any of its subdivisions, departments or divisions, in the event this provision is exercised, and neither the Commission nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

14. **Release of Funding:** A School may not receive state equalization funding until a current NMCI determination, certificate of occupancy, and occupancy permit for educational use are provided for each site listed in Section 4.10 (and each site subsequently approved by the New Mexico Public Education Commission). A School may not receive state equalization funding until the Commission has determined that the school has satisfied all conditions imposed by the Commission at initial approval and has demonstrated readiness to operate through completion of the Commission's Implementation Year Checklist. Upon request for renewal, the School may not receive state equalization funding until the Commission has determined that the school has satisfied all conditions imposed by the Commission.

ALMA D'ARTE CHARTER HIGH SCHOOL

Executed this 1st day of 2019 2019.

By GENE H. ELIOT, PRES, Governance Council

_____, Charter Representative for
Alma d'arte Charter High School

NEW MEXICO PUBLIC EDUCATION COMMISSION

Executed this _____ day of _____ 20____.

By _____
Patricia E. Gipson, Chair of the New Mexico Public Education Commission.



New Mexico Public Education Commission Charter Performance Review and Accountability System

Alma d'arte Charter High School

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Introduction

Through charter schools, the Public Education Commission (“PEC”) as Chartering Authority seeks to provide families with effective, quality educational options.

The PEC is responsible for setting and implementing chartering policies that are consistent with New Mexico charter school law, charter agreements established with schools, and nationally recognized principles and standards for quality charter authorizing. The PEC, through its authorized representative(s), will carry out the data collection and monitoring activities described in the Performance Review and Accountability System.

The New Mexico Charter Schools Act purpose:

The Charter Schools Act ... is enacted to enable individual schools to structure their educational curriculum to encourage the use of different and innovative teaching methods that are based on reliable research and effective practices or have been replicated successfully in schools with diverse characteristics; to allow the development of different and innovative forms of measuring student learning and achievement; to address the needs of all students, including those determined to be at risk; to create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site; to improve student achievement; to provide parents and students with an educational alternative to create new, innovative and more flexible ways of educating children within the public school system; to encourage parental and community involvement in the public school system; to develop and use site-based budgeting; and to hold charter schools accountable for meeting the department's educational standards and fiscal requirements. (§22-8B-3 NMSA 1978 *et seq*).

Performance Review and Accountability System Objectives

PEC seeks to establish a Performance Review and Accountability System that strikes the appropriate balance between charter school autonomy and chartering authority intervention. The Performance Review and Accountability System is an adaptive tool subject to continuous review and improvement so that the students in New Mexico public charter schools are effectively served.

The PEC invites New Mexico’s charter schools to be partners in the development and continuous improvement of this Performance Review and Accountability System.

The PEC is committed to providing clear expectations about charter school performance and chartering authority oversight activities. PEC objectives for charter school performance review and accountability include:

- Provide clarity about the process and timeline for collecting performance framework data
- Streamline data collection and decrease the burden on NM charter schools
- Consider overall school academic performance across a range of different indicators, including optional, unique, school-identified measures for evaluating mission-specific goals
- Ensure all data and evidence can be reliably and accurately collected and measures can be reliably and accurately evaluated
- Establish financial metrics that provide clarity about the financial health of charter schools
- Establish clear policies and procedures for how performance frameworks inform PEC actions and decisions, including a range of interventions that PEC will take in response to charter school under performance
- Provide annual performance reports that are publicly available to families and schools

Annual Performance Review Activities

PEC, through its authorized representative(s), evaluates schools on their ability to achieve academic goals with all students while maintaining financial and organizational health. Annual accountability activities are guided by state and federal compliance requirements as well as clear measures of academic progress that allow for a rigorous, state-aligned, fact-based evaluation of school performance.

Charter School Data Submissions

- Throughout the year, charter schools are required to submit academic, financial, and organizational data to PEC, various PED departments, and other governmental entities.
- Submissions are required for PEC accountability oversight and for compliance with state and federal funding and reporting requirements.
- See Appendix B for a schedule of reports consistently required by the PEC and PED; other reporting may be required if the school is notified by PED, PEC, or other government entities.

Annual School Visits

- PEC's authorized representative(s) conduct annual site visits to all schools to collect data for the performance framework evaluation and provide feedback as technical assistance. Site visits may be differentiated based on school performance, including academic, financial, and organizational performance.
- New school visits are conducted within the first 40 days after new school opening to collect data for the performance framework evaluation and to provide early feedback and intervention as technical assistance, if necessary.
- Renewal visits are conducted during the fall of the charter school's renewal year and provide additional insights to inform PEC charter school renewal decisions, especially for schools not meeting performance expectations.
- Visits can include a combination of any of the following: file audits, classroom observations, a facility review, and staff, board, and student and family interviews.
- See Appendix C for a summary of the School Visit Protocols.

Annual Performance Review

- PEC's authorized representative(s) evaluate all schools against the PEC Performance Framework annually, which is comprised of academic, financial, and organizational performance metrics.
- PEC's authorized representative(s) share initial performance framework feedback and evaluations with charter school boards and administrative leaders for review and feedback.
- PEC, through its authorized representative(s), issues any Notices of Concern or Breach related to annual performance reviews.
- PEC approves and publishes Annual Performance Reports for schools.
- See Appendix A for the current PEC Charter School Performance Framework.

Performance Framework

The PEC Charter School Performance Framework sets the academic, fiscal, and organizational standards by which PEC-authorized public charter schools will be evaluated, informing the PEC and charter school about the school's performance and sustainability. See Appendix A for the current PEC Charter School Performance Framework.

The Performance Framework consists of three separate, free standing frameworks. Performance under these three separate frameworks does not get rolled up into one overall evaluation. No one document necessarily carries more weight than any other.

Academic Framework: The academic framework includes measures that allow the PEC to evaluate the school's academic performance and assess whether the academic program is a success and whether the charter school is implementing its academic program effectively. The framework includes measures to evaluate student proficiency, student academic growth, achievement gaps in both proficiency and growth between student subgroups, and for high schools, post-secondary readiness and graduation rate. The PEC considers increases in student academic achievement for all groups of students as one of the most important factors when determining whether to renew or revoke a school's charter. The framework also includes unique, school-identified measures for evaluating mission-specific goals. These goals must be approved by the PEC to insure quality and rigor of proposed indicators and that the indicators are consistent with the purposes of the Charter Schools Act.

Based on performance across the academic indicators and measures, schools receive an overall academic tier rating that is used by the PEC in annual monitoring and renewal decisions. The academic framework has four rating tiers. Schools in Tier 1 are exceeding PEC performance expectations and are on par with or exceed the highest-performing schools in the state. Schools in Tier 4 are consistently failing to meet academic performance expectations.

Organizational Framework: The Organizational Framework primarily lists the responsibilities and duties that charter schools are required to meet through state and federal laws. The organizational framework is the primary focus of the annual school visit process. It was developed pursuant to the New Mexico Charter Schools Act and includes indicators, criteria statements, and metrics related to schools' educational program, financial management, governing body performance, school environment, and employee and student policies, including compliance with all applicable laws, rules, policies, and terms of the charter contract. For each indicator a school receives one of three ratings: "Meets Standard," "Working to Meet Standard" and "Does Not Meet Standard". Indicator ratings are assigned based on evidence that the school is meeting the criteria statement(s).

Based on performance across the organizational indicators and measures, schools receive an overall organizational rating that is used by the PEC in annual monitoring and renewal decisions. The overall rating will be either "Meets Standard" or "Does Not Meet Standard" based on cumulative performance on the organizational indicators. A school will only receive an overall rating of "Does Not Meet Standard" if the school receives "Does Not Meet Standard" ratings for three more indicators.

Financial Framework: The financial framework is currently being revised to include more effective measures of financial health. When a new financial framework is developed, school reported financial data will be evaluated on a quarterly basis and the Performance Framework will be populated with the most recent data. This internal school data is not final, but will be

used by the PEC as a preliminary evaluation for progress monitoring improvements in financial health and/or act as a flag for potential financial problems or concerns.

A final performance framework will be populated after final audited end-of-year cash amounts are available from the annual external audit. The final framework will be used to evaluate whether the school is meeting financial performance expectations for purposes of annual evaluations and renewal decisions.

The current financial framework requires schools to annually, in August, submit a completed and signed self-reported questionnaire. The questionnaire includes a series of questions about organizational performance as it relates to financial management practices. Several of the questions in the current financial framework are included in the revised organizational framework as indicators.

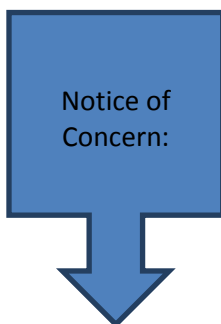
Intervention Ladder

PEC is responsible for holding charter schools accountable for the performance and legal compliance of charter schools under their authority. To meet this obligation, PEC has adopted an intervention ladder to communicate concerns about academic performance, fiscal soundness or legal, contractual, or policy requirements.

In the absence of evidence to the contrary, all schools are considered to be in **Good Standing**. Schools in good standing are expected to participate in routine annual accountability activities and maintain open communication with PEC and its authorized representative(s).

Notice of Concern

Schools may receive a **Notice of Concern** if the PEC and/or its authorized representative receives a verified complaint of significant concern, or if the annual performance review or site visit identifies significant questions or concerns about academic, financial, or organizational performance; such as a Tier 4 rating on the academic framework or a finding of “not meeting expectations” on an organizational indicator. PEC’s authorized representative(s) will communicate with school leaders, parents, and any other necessary stakeholders to verify complaints.

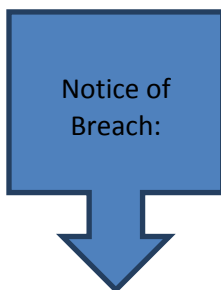


PEC will issue a Notice of Concern at a properly noticed public meeting. PEC’s authorized representative(s) shall provide schools notice that they will be appearing on the PEC’s agenda for the purposes of issuing a Notice of Concern at least 10 days prior to the meeting. As part of issuing a Notice of Concern, the PEC will establish expected outcomes and deadlines¹ that must be met by the school. The deadline established for correction shall be no less than 10 days including holidays and weekends, unless the matter is an emergency matter² in which case the deadline shall be no less than 72 hours.

Upon remedying the concern and complying with the expectations established by the PEC, the school returns to **Good Standing**. If the PEC’s expectations and deadlines are not met, the school progresses to the next level of the intervention ladder.

Notice of Breach

A school can receive a **Notice of Breach** if it fails to correct a Notice of Concern or for certain violations of law that are serious enough to justify a heightened initial response.



PEC will issue a Notice of Breach at a properly noticed public meeting. PEC’s authorized representative(s) shall provide schools notice that they will be appearing on the PEC’s agenda for the purposes of issuing a Notice of Breach at least 10 days prior to the meeting. As part of issuing a Notice of Breach, the PEC will establish expected outcomes and deadlines¹ that must be met by the school. The deadline established for correction shall be no less than 10 days including holidays and weekends, unless the matter is an emergency matter² in which case the deadline shall be no less than 72 hours.

¹ Deadlines will vary depending on the urgency of the matter and the amount of time it takes to reasonably cure the concern.

² An “emergency” refers to unforeseen circumstances that, if not addressed immediately by the public body, will likely result in injury or damage to persons or property or substantial financial loss to the public body

Once a Notice of Breach is issued, schools are required to submit a Corrective Action Plan (financial or organizational performance) or an Improvement Plan (academic performance) that details the actions and timeline that the schools will implement to correct the breach. PEC’s authorized representatives will monitor the school’s implementation of Corrective Action and Improvement Plans, and regularly update PEC on progress. Once the school has met the Notice of Breach requirements, they return to **Good Standing**. Repeated Notices of Concern or Breach may lead to increased oversight, including additional annual site visits or regular phone calls to discuss key performance indicators.

Revocation Review

Failure to meet the requirements specified in the Notice of Breach, or certain violations of law that are serious enough to justify an initial heightened response, will result in a charter school **Revocation Review**. Schools may also be subject to the Revocation Review if they receive more than one Notice of Breach in the same school year.

PEC will issue a Notice of Revocation Review at a properly noticed public meeting. Unless impractical, PEC's authorized representative(s) shall provide schools notice that they will be appearing on the PEC’s agenda for the purposes of issuing a Notice of Revocation Review at least 10 days prior to the meeting. As part of issuing a Notice of Revocation Review, the PEC will establish the actions to be taken by its authorized representative(s) and a deadline for the school to respond to the prospect of revocation. The actions of the PEC’s authorized representative may include additional visits to the school, an in-depth audit to assess the school’s educational program, and/or financial and organizational health, or other actions appropriate to determine if a revocation hearing is appropriate.

Findings from the revocation review will be presented to the PEC at a properly noticed public meeting, at which will determine whether to issue a Notice of Intent to Revoke, which sends the school into revocation proceedings. In lieu of a Notice of Intent to Revoke, the PEC may decide to grant a Notice of Breach, or a revised Notice of Breach. A revised Notice of Breach will allow a school more time to achieve expected outcomes established in an initial Notice of Breach or adjust the expected outcomes initially established by the PEC.

In extraordinary circumstances, the PEC may forgo the process outlined above and may, with proper statutory notice, consider whether to hold a revocation hearing or hold a revocation hearing.

The table on the following page provides examples regarding triggers and evidence, and actions and consequences; however, the table shall not be considered exclusive.

Revocation Review

Intervention Status	Triggers/Evidence	Actions/Consequences
Notice of Concern	<ul style="list-style-type: none"> • Failure to meet performance standards represented in the performance framework. • Receipt of verified complaint of significant concern. • Evidence of not meeting performance expectations through routine monitoring or school visit. • Failure to comply with terms of the charter. 	<ul style="list-style-type: none"> • Appearance before the Public Education Commission at public meeting. • Letter to school leader and governing board detailing areas of concern and specific outcomes and timeline for correcting the performance gap.
Notice of Breach	<ul style="list-style-type: none"> • Failure to meet objectives identified in a Notice of Concern. • Evidence of material or significant failure to comply with applicable laws. • Actions or operational deficiencies that may endanger the well-being of students and/or staff, or negatively impact the viability of the school. 	<ul style="list-style-type: none"> • Appearance before the Public Education Commission at public meeting. • Letter to school leader and governing board giving notification of breach and outlining additional terms of oversight and monitoring. • School develops, submits, and implements a Corrective Action or Improvement Plan with specific improvements, objectives, timelines, and measures that results in correction of the breach. • PEC, through authorized representative(s), monitors implementation of Corrective Action or Improvement Plan.
Revocation Review	<ul style="list-style-type: none"> • Failure to successfully meet the terms of the Corrective Action or Improvement Plan. • Repeated failure to meet the material terms of the charter agreement. • Illegal behavior, fraud, misappropriation of funds. • Extended pattern of failure to meet performance expectations set forth in the charter agreement. • Repeated failure to comply with applicable law. 	<ul style="list-style-type: none"> • Appearance before the Public Education Commission at public meeting. • The PEC's authorized representative(s) may conduct additional site visits to the school and/or conduct an in-depth audit to assess the school's educational program, and/or financial and organizational health. • The PEC's authorized representative(s) review and preparation of recommendation to revoke, or not to revoke, the charter. • PEC reviews recommendations and makes decision to commence or not commence revocation proceedings.

Charter Renewal

As part of renewal consideration, PEC will consider a schools' annual school performance, school visit reports, information contained in the school's renewal application, and other relevant information in their decisions. Renewal decisions are based on the statutory standards in Section 22-8B-12(K) New Mexico Statutes Annotated.

After the final performance evaluation is completed for each year of its contract, a school will receive notice of whether it is on track for a renewal recommendation for 1) expedited renewal, 2) full renewal, 3) renewal with conditions, or 4) non-renewal. When the school has two years remaining on its contract term, the PEC's authorized representative(s) will provide the school with a Preliminary Notification of Renewal Profile. These notices are based on the school's performance profile over the contract term and the renewal performance profiles on page 11 of this Charter Performance Review and Accountability System. The PEC expects that schools will use these notices to both take action to respond to the potential renewal action by improving performance, as necessary, and to prepare and submit a response to the potential renewal action.

After final school performance data is released for the year prior to the school's renewal year, the school will receive a final notice of its renewal profile. Schools that have an Expedited Renewal Profile will have limited submission requirements and a limited site visit.

Renewal Decision Criteria

PEC decisions on charter school renewal will be based on an analysis of the following questions:

1. Is the school an academic success or making progress toward academic success? (Academic Framework)
2. Is the school an effective, viable organization? (Organizational Framework)
3. Is the school fiscally sound? (Financial Framework)

Staff providing support to the PEC will develop renewal recommendations based on the cumulative performance of the charter school over the contract term. The PEC will consider the following sources of evidence for renewal decisions, including any additional factors highlighted in the charter school renewal application.

Renewal Evidence Sources

- Annual performance reports, which constitute a report on the status in relation to meeting the academic performance, financial compliance and governance responsibilities of the charter school, including achieving the goals, objectives, student performance outcomes, state standards of excellence and other terms of the charter contract, including the accountability requirements set forth in the Assessment and Accountability Act;
- School developed reports, for schools not meeting the above standards, on the progress toward meeting the established standards;
- Evidence gathered that confirms or does not confirm the school developed reports identified above;
- A financial statement that discloses the costs of administration, instruction and other spending categories for the charter school that is understandable to the general public, that allows comparison of costs to other schools or comparable organizations and that is in a format required by the department;
- Petitions of support; and
- Facility assurances.

Renewal Outcomes

Staff providing support to the PEC will recommend one of four renewal outcomes (profiles) for PEC to consider. Although renewal recommendations will be guided by the performance profiles described below, the PEC has ultimate authority to make any renewal decision that is consistent with New Mexico charter school law.

Renewal Decision	Renewal Performance Profile ³	Renewal Terms
Expedited Renewal⁴	Academic <ul style="list-style-type: none"> • Maintain Tier 1 or 2 rating for previous four years of the charter contract 	Five-year term with no additional conditions outside normal charter contract; streamlined renewal application and review process
	Organizational / Financial <ul style="list-style-type: none"> • Meet Expectations for previous four years of the charter contract 	
Full Renewal⁵	Academic <ul style="list-style-type: none"> • Earn no Tier 4 ratings within the past three years, and • Either: <ul style="list-style-type: none"> ○ Maintain Tier 1 or 2 rating for at least three of past four years, or ○ Demonstrate consistently improving Tier rating over the last 3 years 	Five-year term with no additional conditions outside normal charter contract
	Organizational / Financial <ul style="list-style-type: none"> • Meet Expectations for the last two years, or • Meet Expectations for at least three of past four years 	
Renewal with conditions⁶	Academic <ul style="list-style-type: none"> • Earn Tier 4 performance rating for two or more years during the last four years but not in both of the last two years, or • Earn Tier 3 or 4 rating for three of the past four years, or • Earn two or more Tier 3 or 4 ratings and demonstrate declines in Tier rating in any of the last two years 	Three- or five-year renewal term with defined goals for school improvement on academic, organizational, and/or financial frameworks
	Organizational / Financial <ul style="list-style-type: none"> • Earn “did not meet” expectations for two or more years including one of the last two years 	
Non-Renewal⁷	Academic <ul style="list-style-type: none"> • Earn Tier 4 performance rating for past two years, or • Earn Tier 4 performance rating for three or more years during the last four years including the most recent 	Recommendation for non-renewal
	Organizational / Financial <ul style="list-style-type: none"> • Earn “did not meet” expectations for three or more years during the last four years including the most recent year 	

³ PEC renewal decisions will be guided by performance profiles, but PEC has ultimate authority to make any renewal decision that is consistent with New Mexico charter school law.

⁴ When considering schools currently in a contract with a term of less than 5 years, the expedited renewal profile criteria are 1) Maintain Tier 1 academic rating for the contract term, and 2) maintain Meets Expectations for organizational and financial performance for the contract term.

⁵ When considering schools currently in a contract with a term of less than 5 years, the full renewal profile criteria are 1) in the academic framework either a) demonstrate a consistently improving Tier rating over the term of the contract or b) maintain at least Tier 2 rating for the contract term, and 2) earn Meets Expectations for organizational and financial performance for the year prior to the renewal year.

⁶ When considering schools currently in a contract with a term of less than 5 years, the conditional renewal profile is for schools that do not fall into any other renewal profile.

⁷ When considering schools currently in a contract with a term of less than 5 years, the non-renewal profile 1) earned a Tier 4 academic performance rating for the year prior to the renewal year or 2) earn Does Not Meet Expectations for organizational or financial performance for the year prior to the renewal year.

Renewal Process Steps

Renewal Process Steps	Timing (Final Year of Charter Contract)
Final Notice of Renewal Profile	Summer – After School Performance Data Released
Renewal Application by the School	Options: August 1, September 1, or October 1
Renewal Site Visit	Dependent on submission date: August, September, or October
Additional Requests for Information	As needed
Final Renewal Report	At least 5 days before PEC Vote
PEC Renewal Vote	Dependent on submission date: October, November, or December
New Contract Negotiation	Spring

Annual Performance Evaluations

After the final performance evaluation is completed for each year of its contract, a school will receive notice of whether it is on track for a renewal recommendation for 1) expedited renewal, 2) full renewal, 3) renewal with conditions, or 4) non-renewal. At least one year prior to the date the school will apply for renewal, the PEC's authorized representative(s) will provide the school with a Preliminary Notification of Renewal Profile. These notices are based on the school's performance profile over the contract term and the renewal performance profiles on page 11 of this Charter Performance Review and Accountability System. The PEC expects that schools will use these notices to both take action to respond to the potential renewal action by improving performance, as necessary, and to prepare and submit a response to the potential renewal action.

After final school performance data is released for the year prior to the school's renewal year, the school will receive a final notice of its renewal profile. Schools that have an Expedited Renewal Profile will have limited submission requirements and a limited site visit.

Renewal Profile

The first stage of the formal renewal process is the preparation by the PEC's authorized representative(s) of school-specific renewal profiles. The Renewal Profiles are based on the record of the charter school's academic, financial and organizational performance as reported in their **Annual Performance Reports** and in alignment with any prior renewal or approval conditions. Renewal Profiles will be provided to the school in the late summer of the final year of the school's charter term. The profiles are based on evidence collected over the contract term and publicly available information. Schools eligible for expedited renewal will be identified during this phase. At this time in the process, all schools will be aware of the performance profile and thus the renewal recommendations from the staff supporting the PEC. The renewal application will provide the school an opportunity to submit and prepare a response to the potential renewal action.

Renewal Application by the School

The Renewal Application provides schools the opportunity to provide an overview of school progress and a response to the potential renewal action, if performance expectations have not been met during the contract term. It is the goal of the Commission, to the extent possible, to decrease the burden from the preparation of the Renewal Application.

Schools eligible for expedited renewal will not be required to submit some sections of the renewal

application. Annually, the Public Education Commission reviews and, as necessary, revises the renewal application. The current renewal application is available on the PEC website.

Renewal Site Visit

The PEC's authorized representatives will conduct at least one Renewal Site Visit during the renewal process. The purpose of the Renewal Site Visit is to test, verify and/or supplement the information provided in the school's Renewal Application. The information obtained through the Renewal Visit will be considered with all other evidence at the time of the renewal decision by the PEC. Appendix C provides more detailed information regarding site visits.

Schools eligible for expedited renewal may be eligible to receive a site visit that utilizes a modified protocol focused on gathering community feedback and verifying any outstanding performance corrections. Site visits will also be used to investigate any significant concerns that may arise during the renewal period.

Additional Requests for Information

At any time during the renewal process, the PEC and/or its authorized representatives may request additional information from the school in an effort to fully inform the renewal decision.

Final Renewal Report

Staff supporting the PEC will prepare a renewal report once all renewal review activities are completed. The report will be provided to the school at least 5 days before the matter is put to a vote by the PEC so that the school has a final opportunity to prepare and submit a response to the information in the report.

PEC Renewal Vote

The PEC reviews and votes on each Renewal at a properly noticed public meeting. The public may offer comments to the PEC during the public participation section of PEC meeting regarding each renewal. After each decision, the PEC issues a written notice to the school detailing the renewal decision.

New Contract Negotiation

When renewal is granted by the PEC, the PEC, directly or through its authorized representatives, and the school negotiate a contract for the new term. The contract negotiation will address the school mission, any material terms that limit charter activities (e.g., enrollment cap, grade levels) or material terms that establish explicit program requirements (e.g., STEAM, PBL, vocational education). The contract negotiation shall also include additional rigorous, valid and reliable mission specific indicators, which may not to be duplicative of required state assessments but must measure achievement of the school's specific mission.

Expedited Renewal

Schools that have maintained a Tier 1 or 2 rating for previous four years of the charter contract and earned a "met expectations" rating on the organizational and financial frameworks for the previous four years are eligible for an **expedited renewal process**. The expedited process will include all of the renewal activities described above, but will include a modified renewal application and a condensed renewal site visit as appropriate.

Appendix A: Performance Frameworks with Mission Goal(s)

ACADEMIC PERFORMANCE FRAMEWORK

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

The Academic Performance Framework includes three indicators, with several required measures, and allows for the inclusion of additional rigorous, valid and reliable indicators proposed by the school to augment external evaluations of school performance.

Description of Academic Framework Indicators and Measures

Indicator 1: Components from NM System of School Support and Accountability. The PEC considers charter school performance on each of the components of the NM System of School Support and Accountability.		Points	
Measure	Description	Elem	High
1.1 Math and Reading Proficiency	Math and Reading Proficiency is the percentage of students who are proficient on state assessments in math and reading.	30	25
1.2 English Learner Progress Toward English Language Proficiency	English learner progress toward English language proficiency is measured by the WIDA ACCESS assessment given annually to students identified as English learners.	10	5
1.3 Science Proficiency	Science proficiency is the percentage of students who are proficient on state assessments in science.	5	5
1.4 Growth of Highest-Performing Students (Q4)	These growth measures are calculated separately for three student subgroups. The three student subgroups are the lowest-performing students (lowest 25%), the middle-performing students (middle 50%) and the highest-performing students (highest 25%).	5	5
1.5 Growth of Middle performing students (Q2/3)		10	10
1.6 Growth of Lowest-Performing Students (Q1)		25	15
1.7 Graduation Rate	<p>The graduation measure includes 4-year, 5-year, and 6-year cohort graduation rates.</p> <p>Graduation rates are one-year lagged. Meaning, rates that are published in the school report are for the cohort that graduated by August 1 of the prior year. Students are expected to graduate in four years, however rates are calculated for 5- and 6- year graduates. Calculation of 4-year, 5-year, and 6-year cohort graduation rates uses the</p>	N/A	<p>10</p> <p>5 for 4 year, 3 for 5 year, and 2 for 6 year</p>

	<p><i>Shared Accountability</i> method, which gives each school in which the student was enrolled in high school proportional credit for their timely or lack of timely graduation.</p> <p>For schools that qualify as SAM schools, an auxiliary graduation rate is computed using a senior completer method which includes only 12th grade students who are not members of the 4-year cohort.</p>		
1.8 Growth in 4-year Graduation Rate	Improvement in the 4-year graduation rate is based on the slope of the 4-year graduation rates for the past three years. For schools that have a 4-year graduation rate that is over 90%, all points are awarded for graduation growth.	N/A	5
1.9 Career and College Readiness	<p>College and Career Readiness (CCR) scores are determined by the percentage of the prior year 4-year graduation cohort members (this indicator is also one-year lagged) who show evidence of participating in college or career preparation, along with the proportion of those students meeting a benchmark. This indicator is also calculated using the shared accountability model.</p> <p>High school students are expected to participate in at least one college or career readiness program:</p> <ol style="list-style-type: none"> 1) College entrance exams (Accuplacer, ACT, ACT Aspire, Compass, PLAN, PSAT, SAT, or SAT Subject Test); 2) Evidence that the student can pass a college-level course (Advanced Placement, Dual Credit, or IB); or 3) Eligibility for an industry-recognized certification (Career Technical Education). <p>Points are given separately for students' participation and for their success in achieving targets.</p> <p>SAM schools are allowed use of additional indicators including ASVAB, WorkKeys, and TABE.</p>	N/A	10
1.10 Chronic Absenteeism	Schools earn points based on the percentage of students who were not chronically absent. A chronically absent student is one who was absent from school for any reason for at least 10 percent of the days enrolled.	5	5
1.11 Educational Climate Survey, Multicultural Initiatives, and Socio-emotional Learning (SEL)	The Educational Climate survey measures the extent to which classroom teachers demonstrate instructional practices known to facilitate student learning. Students answer survey questions on topics such as classroom teaching and expectations of students.	10	5

<p>Indicator 2: Subgroup Performance</p> <p>Subgroup measures are based on the school's relative performance (statewide percentile rank) compared to all NM public schools serving the same grades. Points assigned for each subgroup are averaged to calculate overall points for measures 2.1, 2.2, and 2.3.</p>	Points
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Measure	Description	Elem	High
2.1 Subgroup Growth of Highest- Performing Students (Q4)	Students are compared to all students statewide serving the same grade levels, based on the Growth results calculated by NM PED for Q4 students.	25	25
2.2 Subgroup Growth of Middle- Performing Students (Q2/3)	Schools are compared to all students statewide serving the same grade levels, based on the Growth results calculated by NM PED for Q2/3 students.	25	25
2.3 Subgroup Growth of Lowest- Performing Students (Q1)	Schools are compared to all students statewide serving the same grade levels, based on Growth results calculated by NM PED for Q1 students.	25	25
2.4 Subgroup Proficiency	Students are compared to all students statewide serving the same grade levels, based on subgroup proficiency rates for all eligible subgroups.	25	25

Indicator 3: School-Specific Goals The performance framework allows for the inclusion of additional rigorous, valid and reliable indicators (as determined by the PEC) proposed by a charter school to augment external evaluations of its performance. (1978 NMSA§22-8B-9.1(C).)		Points	
Measure	Description	Elem	High
School identified Mission Specific Goals, not to exceed two goals.	<p>Charter schools shall propose mission-specific goals that are specific, measurable and rigorous, School-proposed goals are subject to approval by the PEC and are incorporated into charter contracts. Not more than two goals will be used.</p> <p>The goals must appear on the NM Spotlight Dashboard to be measurable as a SMART goal.</p> <p><i>PEC guidance for setting school goals:</i> Use a SMART goal format (Specific, Measureable, Achievable, Relevant, and Time-bound) Include metrics and measures using the following criteria: “Exceeds standards,” “Meets standards,” “Does not meet standards,” and “Falls far below standards.” Set goals that <i>augment external evaluations of school performance</i> and do not duplicate existing framework measures. Goals must be able to be documented and supported using objective, verifiable evidence of results. Mission specific goals must be distinct from ESSA indicators 1 and 2 If using additional assessments: Proficiency and growth targets must be distinct and measured separately. Assessments need to be rigorous and reliable. The data will need to be reported on the NM Spotlight Dashboard, in a format useable by PED.</p>	100	100

	<p>Additional assessments must be aligned to school mission. Reading and math goals are already included within indicators 1 and 2.</p> <p>If two goals are included, the score on this measure will be the average of the two ratings. There are four rating categories:</p> <p>Exceeds = 100 pts Meets = 75 pts Does not meet = 25 pts Falls far below = 0 pts</p>		
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Mission Specific Goal for Alma d'arte Charter High School

Goal: ARTS INTEGRATION - All students at Alma d'arte Charter High School listed on the 120-day enrollment report will have demonstrated understanding through an art form by earning a C (70%) or better in arts integrated projects (such as Panel Presentation for grades 9 – 11 and Apprenticeship Presentation for grade 12) annually. Rubrics provided by the school.

Measure Rating Category	Description of Target for this Performance Level	Points Assigned
<i>Exceeds Standard</i>	80-100% of students earn a C or better.	100
<i>Meets Standard</i>	70-79% of students earn a C or better	75
<i>Does Not Meet Standard</i>	60 – 69% of students earn a C or better	25
<i>Falls Far Below Standard</i>	Below 60% of students earn a C or better	0

Summary of Indicator Rating System and Assigned Points

Schools receive up to 100 points for each academic measure. The average weighted points across the framework are used to assign the overall rating (tier).

Indicators	Description	Assigned Points	Total Weight?	
			Elem	High
Indicator 1: Components from NM System of School Support and Accountability	The PEC considers charter school performance on each of the components of the NM PED ESSA Plan	The school earns points equal to the school's overall index score from the New Mexico System of School Support and Accountability. (1-100 pts)	35%	37.5%
Indicator 2: Subgroup Performance	Subgroup measures are based on the school's relative performance (statewide percentile rank) compared to all NM public schools serving the same grades.	Points assigned for each subgroup are averaged to calculate overall points for measures 2.1, 2.2, 2.3, and 2.4. (1-100 points)	30%	25%
Indicator 3 Mission Specific Goals	Charter schools shall include mission-specific goals that are Specific, Measurable, Achievable, Relevant and Time-bound.	Points are assigned based on the average of the ratings (if there are two goals) for the goals listed in Indicator 3. (0-100 points)	35%	37.5%

Based on performance across the academic indicators and measures, schools receive an overall academic tier rating that is used by the PEC in annual monitoring and renewal decisions.

Tier 1	<ul style="list-style-type: none">• School is exceeding PEC academic performance framework expectations and is on par with the highest-performing schools in the state.• (Greater than or equal to 80 of the possible total weighted points)
Tier 2	<ul style="list-style-type: none">• School is consistently meeting PEC academic performance framework expectations.• (Greater than or equal to 70 and less than 80 of possible total weighted points)
Tier 3	<ul style="list-style-type: none">• School is not meeting expectations for one or more of the academic indicators. Possible intervention.• (Greater than or equal to 55 and less than 70 of possible total weighted points)
Tier 4	<ul style="list-style-type: none">• School is falling far below academic performance expectations. Intervention; possible revocation.• (Less than 55 of possible total weighted points)

ORGANIZATIONAL PERFORMANCE FRAMEWORK

The Organizational Framework primarily lists the responsibilities and duties that charter schools are required to meet through state and federal laws. It was developed pursuant to the New Mexico Charter Schools Act and includes indicators, criteria statements, and metrics related to schools' educational program, financial management, governing body performance, school environment, and employee and student policies, including compliance with all applicable laws, rules and terms of the charter contract (Section 22-8B-9.1A (4, 5, 9) NMSA 1978).

NACSA Principles & Standards (2012) states that,

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

The organizational framework is the primary focus of the annual school visit process. The framework is structured into five categories of information. Each category has multiple **indicators** and each indicator includes one or more **criteria statements** that serve as the metric for evaluating organizational performance.

For each indicator a school receives one of three ratings: "Meets Standard," "Working to Meet Standard" and "Does Not Meet Standard" which are defined below. Indicator ratings are assigned based on evidence that the school is meeting the criteria statement(s).

Meets Standard:

The school meets the standard if it satisfies each of the criteria statements described for the indicator OR if the authorizer currently has no evidence or information to indicate the school does not meet the criteria statements.

Working to Meet Standard:

There is evidence to indicate the school does not, or at some point in the school year did not, satisfy the criteria statements described for the indicator AND within 30 days after receiving a notification of non-compliance, the school submitted evidence to demonstrate immediate correction of any outstanding matters AND submitted a corrective action plan to prevent future occurrences of the same concern.

Does Not Meet Standard:

There is evidence to indicate the school does not, or at some point in the school year did not, meet the criteria statements described for the indicator and the school failed to submit evidence of correction and/or a corrective action plan within 30 days of notification OR the school failed to implement the corrective action plan OR the non-compliance is repeated from the prior evaluation.

Schools receive an overall organizational performance rating of either "Meets Standard" or "Does Not Meet Standard". If a school receives "Does Not Meet Standard" ratings for three more indicators, the school will receive an overall organizational framework rating of "Does Not Meet Standard". Fewer than three such ratings will result in an overall rating of "Meets Standard." In addition, if a school receives a "Does Not Meet Standard", on any indicator, CSD and PEC may conduct a closer review the following year on that indicator, and/or the PEC may require the school to submit a corrective action plan in order to specify actions and a timeline to correct the performance deficiency.

Topics and Indicators	Criteria Statements ⁸	Component of Site Visit Evaluation?
1. EDUCATIONAL PROGRAM REQUIRMENTS		
1.a. Is the school implementing the material terms of the approved charter application as defined in the Charter Contract?	<ul style="list-style-type: none"> School's mission is being implemented. <i>Article VIII. Section 8.01.(a)(ii)</i> The school has documentation/evidence that it is implementing its educational programs. <i>Article VIII. Section 8.01.(a)(iii)</i> The school has documentation that demonstrates that it is implementing its parent, teacher and student-focused terms. <i>Article VIII. Section 8.01.(a)(iv), (v), (vi)</i> The school stays within its enrollment cap at all times and serves only the approved grade levels. <i>Article VIII. Section 8.01.(a)(i) and (vii)</i> 	YES
1.b. Does the school comply with state and contractual assessment requirements?	<ul style="list-style-type: none"> The school administers all required state assessments, including but not limited to: <i>NMSA 22-2C-4(E)</i> <ul style="list-style-type: none"> Grade level math and reading assessments Subject based end of course exams Early childhood assessments English Learner screening and progress monitoring assessments National performance assessments, when selected, and Language assessments for bi-lingual programs. The school administers all required contractual assessments (specified in contract/performance framework that are still applicable). The school ensures assessment accommodations are properly administered to all eligible students. The school complies with assessment training requirements: <i>NMAC 6.10.7.8 and 9</i> <ul style="list-style-type: none"> Has an identified District Test Coordinator (DTC) DTC attends all required trainings, and DTC annually provides training for all district personnel involved in test administration, preparation, and security. 	NO

⁸ Criteria statements noted in blue will be evaluated during the site visit. Criteria statements in green will be evaluated using information from PED bureaus, or otherwise available. Criteria statements in red will be evaluated using complaints. Criteria statements in black require the school to report data.

Topics and Indicators	Criteria Statements ⁸	Component of Site Visit Evaluation?
1.c. Is the school protecting the rights of students with special needs? <i>(Note: These provisions include only students with disabilities.)</i>	<ul style="list-style-type: none"> The school is in 100% compliance with the Special Education Bureau identified indicators. (<i>34 CFR § 300.600 (a)(2) and Subsection F of 6.31.2.9 NMAC.</i>) The school has not been the subject of a due process hearing that resulted in a finding of noncompliance during the current school year. The school has not been cited for noncompliance with applicable federal and state special education rules and regulations as the result of a state-level parental complaint during the current school year. The school is in compliance with all terms of any corrective action plan that resulted from a state-level complaint. The school has received no OCR complaints determined to be valid and demonstrate a students' rights were violated. (<i>NMSA 22-8B-4</i>) 	NO
1.d. Is the school protecting the rights of English Learner students?	<ul style="list-style-type: none"> The school has no complaints that have been evaluated and found to be valid complaints that indicate an EL student's or families' rights have been violated. (<i>NMSA 22-8B-4 (A)</i>) The school does not have a major discrepancy (>5%) between ELs identified and assessed as monitored by the Language and Culture Bureau, or is able to provide appropriate documentation and explanation for such a discrepancy. All EL students must be provided services as evidenced by STARS data reporting for services coded as 1062 (ESL) or 1063 (ELA/ELD), or must be coded as a parent refusal and have documentation to support the refusal as monitored by the Language and Culture Bureau. The school has received no OCR complaints determined to be valid that demonstrate a students' rights were violated. (<i>NMSA 22-8B-4</i>) 	NO
1.e. Does the school comply with federal and state grant program requirements?	<ul style="list-style-type: none"> Annually the school meets program requirements for all PED and federal grant programs it implements. (e.g., Perkins, K-3 plus, truancy coaches, 4RFuture, Title funding, etc.) The school is responsive to findings of non-compliance in accordance with deadlines. 	NO

Topics and Indicators	Criteria Statements ⁸	Component of Site Visit Evaluation?
1.f. Does the school implement an Educational Plan for Student Success (NMDASH)?	<ul style="list-style-type: none"> The school has an active core team engaged in the DASH process. The school is implementing their annual and 90-day plans, as evaluated through reviewing evidence and school/adult actions during the site visit. <p><i>Only applicable for schools rated as Tier 3 or Tier 4 on the Academic Performance Framework evaluation or meeting criteria to be identified as TSI, CSI, or MRI or schools that are required to implement an NMDASH plan by a PEC Corrective Action Plan.</i></p>	YES
2. FINANCIAL MANAGEMENT AND OVERSIGHT		
2.a. Is the school meeting financial reporting and compliance requirements?	<ul style="list-style-type: none"> The school submits all budget request documents and budget approval documents to the PED according to PED's established deadlines. (NMSA 22-8-6.1 and 10.) The school submits quarterly (or monthly) reports according to PEDs established deadlines and without frequent, repeated errors. All required reports are posted to the school's website. (NMSA 22-8-6.1 and 10) The school submits an Audit CAP to the PED Audit Bureau within 30 days of the release of the audit. The school responds to all requests by the PED Audit Bureau regarding the CAP in accordance with deadlines. The school, if subject to a T&E audit, has no more than a .06 difference in reported and audited T&E. 	NO
2.b. Is the school following Generally Accepted Accounting Principles?	<ul style="list-style-type: none"> The school received an unmodified audit opinion for the last audit. The school's last audit opinion is devoid of significant findings, material weaknesses, significant internal control weaknesses, or findings related to waste, fraud, or abuse. 	NO
2.c. Is the school responsive to audit findings?	<ul style="list-style-type: none"> The school's last audit is devoid of any multi-year repeat findings. School implements Audit CAP as submitted, as evaluated through reviewing evidence and school/adult actions during the site visit. 	YES
2.d. Is the school managing grant funds responsibly?	<ul style="list-style-type: none"> The school submits, at a minimum, RfRs to the PED on a monthly basis. The school expends at least 99% of grant funds for all accounts without reversion and submits expenditures that are allowable with at least 90% aligned to the specific categories in the grant application budget 	NO

Topics and Indicators	Criteria Statements ⁸	Component of Site Visit Evaluation?
2.e. Is the school adequately staffed to ensure proper fiscal management?	<ul style="list-style-type: none"> The school has a licensed business manager at all times during the school year; and demonstrates stability in this position (no more than 1 change within a year). The school has a certified State Procurement Officer and all changes are reported to the State Purchasing Agent in accordance with deadlines. (NMSA 13-1-95.2) The governing council's audit committee and finance subcommittee are properly constituted and meet as required. (NMSA 22-8-12.3) 	NO
2.f. Is the school meeting their obligations timely and with appropriate internal controls?	<ul style="list-style-type: none"> Bills, invoices, or other liabilities are paid in a timely fashion and the accounts payable transaction cycle meets standards for internal controls 	
3. GOVERNANCE AND REPORTING		
3.a. Is the school complying with governance requirements?	<ul style="list-style-type: none"> The governing body meets membership requirements: NMSA 22-8B-4; PEC policy <ul style="list-style-type: none"> Maintains at least 5 members Complies with governance change policy Notifies PEC of board membership changes within 30 days, with complete documentation, and Fills all vacancies within 45 days, or 75 days, if extension is requested by school. All members of the governing body complete all training requirements in accordance with established deadlines. (NMAC 6.80.5.8 and 9) The school's governing council independently oversees the school's finances according to law Governing council policies and procedures, minutes or other documents ensure that required financial reports are being presented to the governing council on a monthly basis The governing council demonstrates in board meetings that it is analyzing the financial position of the school The charter school maintains a Board of Finance or has the capabilities to have a Board of Finance, and maintained the Board of Finance during the contract term The governing body has not received any OMA complaints (by the AG's office) that were evaluated and found to be verified complaints of OMA violations. (NMSA 10-15-1 and 3) 	NO

Topics and Indicators	Criteria Statements ⁸	Component of Site Visit Evaluation?
3.b. Is the school complying with nepotism and conflict of interest requirements?	<ul style="list-style-type: none"> The school is free of nepotism concerns regarding the governing board and demonstrates compliance with nepotism statute and the school's own nepotism policy, as verified through file reviews on the site visit or when otherwise necessary. The school is free of conflict of interest concerns and demonstrates compliance with conflict of interest statute and the school's own conflict of interest policy, as verified through site visit file reviews or when otherwise necessary. 	YES
3.c. Is the school meeting reporting requirements?	<ul style="list-style-type: none"> The school complies with reporting deadlines from the PED, PEC, and other state agencies. 	NO
4. STUDENTS AND EMPLOYEES		
4.a. Is the school protecting the rights of all students?	<ul style="list-style-type: none"> The school has received no complaints determined to be valid that demonstrate the school's lottery, admission, and enrollment practices are unfair, discriminatory, or legally non-compliant and a review of lottery, admission, and enrollment policies demonstrates compliance with legal requirements. (<i>Contract Section 8.03 (a)-(e)</i>) The school has received no complaints determined to be valid that demonstrate the school's discipline hearings and practices are not conducted in accordance with law and due process. (<i>NMAC 6.11.2. 1, et seq.</i>) The school has received no complaints determined to be valid that demonstrate the school fails to respect students' privacy, civil rights, and constitutional rights, including the First Amendment protections and the Establishment Clause restrictions prohibiting schools from engaging in religious instruction. The school has received no complaints determined to be valid that demonstrate the school fails to comply with the requirements of the McKinney Vento Act and protects the rights of students in the foster care system. The PED has no information to indicate that the school does not have a board-approved complaint policy and dispute resolution process per 6.10.3D NMAC 	NO
4.b. Does the school meet attendance, retention, and recurrent enrollment goals for students?	<ul style="list-style-type: none"> The school meets the 95% average daily attendance goal, or is able to demonstrate successful efforts to improve attendance among student body. The school maintains at least 80% retention of enrolled students from date of enrollment until the end of the school year, or students who leave prior to the end of the year are classified as graduates, completers, or have earned their GEDs. The school retains at least 70% of students eligible to reenroll between school years. 	YES

Topics and Indicators	Criteria Statements ⁸	Component of Site Visit Evaluation?
4.c. Is the school meeting teacher and other staff credentialing requirements?	<ul style="list-style-type: none"> • All employees of the school are appropriately licensed as required by law. (<i>NMSA 22-10A-3</i>) <ul style="list-style-type: none"> - All employees hold licensure or have submitted a licensure application within 30 days of beginning employment with the school - The school employs a licensed administrator at all times - The school does not have any licensure discrepancies that are repeated from the one reporting period to any subsequent reporting period. - Discrepancies from the first reporting period are cleared by submitting all required licensure waivers within first 40 days of school year, or from the beginning of employment. • School meets the requirements of all licensure waiver plans and alternative licensure plan requirements. (<i>NMSA 22-10A-14</i>) • The school has not employed, with pay, any teacher without licensure beyond 90 days. (<i>NMSA 22-10A-3</i>) • The school accurately reports all staff to the PED, as verified through site visit reviews. 	YES
4.d. Is the school respecting employee rights?	<ul style="list-style-type: none"> • The school completes and submits all NMTEACH evaluations and observations annually in accordance with deadlines. <ul style="list-style-type: none"> - Teacher attendance data is submitted in accordance with deadlines. - Teacher observations are completed by a NMTEACH certified administrator in accordance with deadlines. - Accuroster data is verified in accordance with deadlines to ensure appropriate student data is reported. • Teachers are provided comprehensive NMTEACH report and reports are maintained in personnel files. Signed NMTEACH reports (all pages) are available in staff files from the prior year. • The school maintains teacher contracts in all staff files. (<i>NMSA 22-10A-21</i>) • The school complies with the minimum teacher salaries. (<i>NMSA 22-10A-7, 10, 11</i>) • The school does not have any verified complaints regarding violations of teacher rights under the school personnel act, FMLA, ADA, etc. (<i>NMSA 22-10A-1 et seq.</i>) • The school does not have any verified complaints regarding lack of adequate mentorship for novice teachers. 	YES

Topics and Indicators	Criteria Statements ⁸	Component of Site Visit Evaluation?
4.e. Is the school completing required background checks and reporting ethical violations?	<ul style="list-style-type: none"> The school maintains legally compliant background checks in all staff files including evidence of background checks for substitutes, all contracted service providers, and anyone with unsupervised access to students. (<i>NMSA 22-10A-5</i>) The school reports incidents of violations of teacher/licensed staff ethical rules or criminal convictions to the PED pursuant to the School Personnel Act. (<i>NMAC 6.60.8.8 and NMSA 22-10A-5</i>) 	YES
5. SCHOOL ENVIRONMENT		
5.a. Is the school complying with facilities requirements?	<ul style="list-style-type: none"> The school meets PSFA occupancy, NMCI and ownership requirements. (<i>NMSA 22-8B-4.</i>) The school has an e-occupancy certificate. The school has PSFA letter verifying condition index. The school is in a building that is: <ul style="list-style-type: none"> A publicly owned building Is leased to the school by a foundation formed for the purpose of providing a facility to the school, the foundation maintains the building at no cost to the school Is leased by a private owner and there is no acceptable public facility available, the owner maintains the building at no cost to the school. The school notifies the PEC prior to any change in facilities. There are no verified complaints that demonstrate buildings, grounds or facilities do not provide a safe and orderly environment for public use. (<i>Subsection P of 6.29.1.9 NMAC</i>) <ul style="list-style-type: none"> safe, healthy, orderly, clean and in good repair in compliance with the Americans with Disabilities Act-Part III and state fire marshal regulations, Sections 59A-52-1 through 59A-52-25 NMSA 1978 Written records of pesticide applications will be kept for three years at each school site and be available upon request to parents, guardians, students, teachers and staff. 	YES
5.b. Is the school complying with transportation requirements?	<ul style="list-style-type: none"> If the school owns a school bus or otherwise provides student transportation, the school complies with applicable statutes, regulations, or policies related to providing transportation. 	NO

Topics and Indicators	Criteria Statements ⁸	Component of Site Visit Evaluation?
5.c. Is the school complying with health and safety requirements?	<ul style="list-style-type: none"> • The school conducts all required emergency drills and practiced evacuations. (<i>NMSA 22-13-14 and NMAC6.29.1.9(O)</i>) <ul style="list-style-type: none"> - at least once per week during the first four weeks of the school year, and at least once per month during the remainder of the school year; - two of these drills shall be shelter-in-place drills; - one of these drills shall be an evacuation drill; - nine of these drills shall be fire drills, with one emergency drill required each week during the first four weeks of school; - in locations where a fire department is maintained, a member of the fire department shall be requested to be in attendance during the emergency drills for the purpose of giving instruction and constructive criticism. • The school submits school wellness and safety plans, and all required revisions, in accordance with deadlines to the PED. (NMAC 6.12.6.8) • The school has evidence that it complies with 24-5-2 NMSA 1978 and provides satisfactory evidence of immunization, is actively in the immunization process, or properly exempted from immunization. • The school demonstrates compliance with all facility corrective requirements from the most recent inspection from any other state entity (e.g., NMPSIA, DOH, PSFA, Fire Marshall, POSHA).. 	YES
5.d. Is the school handling information appropriately?	<ul style="list-style-type: none"> • There are no verified complaints that demonstrate the school has failed to comply with FERPA requirements. • There are no verified complaints that demonstrate the school does not obtains, maintains, and transfers cumulative files as required by law. 	NO

FINANCIAL PERFORMANCE FRAMEWORK

Under Development

Appendix B: Annual School Reporting Calendar

Under Development

Appendix C: Summary of Site Visit Protocol

Protocols under development.

The purpose of the school visit is to evaluate whether schools are in compliance with their legal and contractual requirements and to provide technical assistance including evaluative feedback, legal references and citations, and guidance manuals and resources. The goal of this visit is to evaluate compliance in key areas and observe the program of instruction in action, as described in the charter contract and Performance Framework. There are three types of school visits conducted by the PEC's authorized representatives:

- 1.** New school visits – Within the first four months of opening, the PEC's authorized representatives visit all new schools.
- 2.** Annual visits – All schools are visited annual, generally between November and May. Annual site visits may be differentiated based on school performance, including academic, financial, and organizational performance.
- 3.** Renewal visits – In the fall of the renewal year, the PEC's authorized representatives visit schools as part of renewal activities.

Two to four staff members who are the PEC's authorized representatives will participate in site visits. Site visits generally do not last longer than a day, but the time required depends on school performance and availability of necessary data, records, and staff time. Schools will be notified in advance as to the timing of site visits.

Appendix D: Glossary of Terms

Annual Notice of Renewal Profile – is an annual notice that will be sent to the school leader and all members of the school governing body. The notice will identify the renewal profile(s) the school is on track to fall within based on its performance under the current charter term. The PEC expects that schools will use these notices to both take action to respond to the potential renewal action by improving performance, as necessary, and to prepare and submit a response to the potential renewal action.

Chartering Authority Intervention – is action taken by the Commission or its authorized representatives to notify a school that it is failing to meet its legal and contractual requirements, to prompt the school to take action to correct its own failure to meet its legal and contractual requirements, and/or to revoke or non-renew a school that has demonstrated the inability or unwillingness to meet its legal and contractual requirements. Intervention may include providing findings of non-compliance during or after a site visit, issuing a Notice of Concern, a Notice of Breach, or a Notice of Revocation Review or Intent to Revoke, monitoring the implementation of an improvement plan or corrective action plan, or not-renewing a charter school.

Chartering Authority Oversight – is action taken by the Commission or its authorized representatives to evaluate whether a charter school is meeting its legal and contractual requirements. This may include evaluating submissions from the school, investigating complaints or allegations, conducting site visits or audits, evaluating data about the school's performance, or completing performance evaluations.

Charter School Autonomy – is the right of all charter schools to determine the methods by which they achieve their legal and contractual requirements, including all performance standards. Charter School Autonomy reflects the additional flexibilities granted through any non-discretionary or discretionary waivers as defined in statute, regulation, and policy.

Intervention Ladder – is the process by which the Public Education Commission will communicate to charter schools its concerns about academic performance, fiscal soundness or legal, contractual, or policy requirements.

Final Notice of Renewal Profile – is the notice provided to the school after the final performance profile prior to renewal is released. This notice will identify the renewal recommendation the school will receive and will notify any schools of their eligibility for expedited renewals.

Legal and Contractual Requirements – are the obligations a charter school must meet based on state and federal statutes, regulations and policies, and the terms of the charter contract. These requirements include the performance expectations established in the Performance Review and Accountability System, which consists of the PEC's Academic, Organizational and Financial Performance Frameworks, Intervention Ladder, Renewal Process, and Site Visit Protocols.

Mission-Specific Goals – are required indicators that are incorporated into the Academic Performance Framework. These goals should be outcome based measures of the school's effectiveness in implementing its mission. Goals are weighted as 35% (elem/middle) or 37.5% (high) of the Academic Performance Framework

Notice of Breach – a formal, written notice issued pursuant to a vote of a majority of Commission members at a properly noticed public meeting that a school is not meeting performance expectations or has failed to comply with legal or contractual requirements and, as a result, is in breach of the contract. This notice will often, but not always, be issued after a school has been issued a Notice of Concern and has failed to meet the requirements of the prior notice. In the notice, the Commission will establish expected outcomes and deadlines that must be met by the school. Deadlines will vary depending on the urgency of the matter and the amount of time it takes to reasonably cure the concern. Once a Notice of Breach is issued, schools are required to submit a Corrective Action Plan (financial or organizational performance) or an Improvement Plan (academic performance) that details the actions and timeline that the schools will implement to correct the breach. PEC’s authorized representatives will monitor the school’s implementation of Corrective Action and Improvement Plans, and regularly update PEC on progress.

Notice of Concern – a formal, written notice issued pursuant to a vote of a majority of Commission members at a properly noticed public meeting that a school is not meeting performance expectations or has failed to comply with legal or contractual requirements. In the notice, the Commission will establish expected outcomes and deadlines that must be met by the school. Deadlines will vary depending on the urgency of the matter and the amount of time it takes to reasonably cure the concern.

Performance Review and Accountability System – consists of the PEC’s Academic, Organizational and Financial Performance Frameworks, Intervention Ladder, Renewal Process, and Site Visit Protocols. It is an adaptive tool subject to continuous review and improvement so that the students in New Mexico public charter schools are effectively served. New Mexico’s charter schools are invited to be partners in the development and continuous improvement of this Performance Review and Accountability System.

Preliminary Notification of Renewal Profile – is the annual notice provided to the school at least one year prior to the date on which it must apply for renewal. The notice will identify the renewal profile(s) the school is on track to fall within based on its performance under the current charter term and will act as notice to schools that are likely to be eligible for expedited renewal. The PEC expects that schools will use these notices to both take action to respond to the potential renewal action by improving performance, as necessary, and to prepare and submit a response to the potential renewal action.

Reliability - is a demonstration that an assessment or other measure is an externally, national- or state-normed metric (e.g. ACT, SAT, ACCESS for ELLs, Spanish IPT).

Revocation Review – is the process by which a charter school is considered for revocation of their charter. The revocation review can arise as a result of the school’s failure to meet requirements specified in a Notice of Breach, receipt of multiple Notices of Breach in the same school year, or as a result of a violation of law that is significant enough to justify immediate revocation. A Notice of Revocation Review is issued at a properly noticed public meeting and established the actions to be taken by its authorized representative(s) and a deadline for the school to respond to the prospect of revocation.

Rigor – is the demonstration that a performance goal is an ambitious but realistic target that has been established using a valid benchmark (e.g. comparison to national/state average, improvement from school historic performance).

Student Academic Growth – is the measurement of student level improvement within a school year as compared to their performance peers’ improvement in the same year on the state’s annual academic

assessments in math and reading.

Student Proficiency – is performance at grade level on the state’s annual academic assessments in math and reading. This may also include performance at grade level on other state assessments including Science, and end-of-course assessments.

Substantial Progress – is related only to academic performance, is reflected in a school’s “Renewal Performance Profile,” and makes a school eligible for full renewal. This is defined as “consistently improving performance over the last 3 years.” Inconsistent performance over the last three years shall demonstrate that a school is not making “substantial progress.”

Support – is making charter schools aware of PED resources and programs available to support their improvement or excellent performance. This may also include sharing information between charter schools about effective or best practices being implemented at effective and successful schools. This shall not include providing recommendations on the method by which the school must/can/should achieve its legal or contractual requirements, as charter schools are granted the autonomy to determine the methods they will utilize to meet their legal or contractual requirements.

Technical Assistance – is information provided to make a school aware of, or to help a school understand, its legal or contractual requirements. This can include information about why the school is not currently meeting its legal or contractual requirements. Technical assistance shall not include providing recommendations on the method by which the school must achieve its legal or contractual requirements, as charter schools are granted the autonomy to determine the methods they will utilize to meet their legal or contractual requirements.

ALMA D'ARTE CHARTER HIGH SCHOOL
GOVERNANCE COUNCIL POLICY

Policy No. GC0001
Adopted: 10/16/08
Amended: 2/12/18
Updated: 3/18/19

SUBJECT: GOVERNANCE COUNCIL BYLAWS

PUPRPOSE: To ensure that all actions and operations of the Alma d'arte Governance Council are effectively conducted by the rules, regulations and laws covering such organizations within the state of New Mexico.

ARTICLE I -- GENERAL PROVISIONS

(A) Name -- The name of this body shall be Governance Council of Alma d'arte Charter High School.

(B) Purpose -- The Governance Council (GC) shall ensure that the operation of Alma d'arte Charter High School (ALMA) is legally and financially sound and educationally successful in pursuit of its mission: *"To Graduate Artist/Scholars Prepared to Succeed"*

(C) Powers

1. Authorized – The GC is the “governing body” for ALMA as defined in the New Mexico Charter Schools Act, Sec. 22-8B-2-B: “Governing body means the governing structure of a charter school as set forth in the school’s charter.” The GC will ensure that ALMA enjoys the rights and assumes the responsibilities in Sec. 22-8B-4 of the same act attached hereto as Appendix A.

2. Assumed – The GC shall:

- a. Recruit, hire and directly supervise the performance of the Chief Academic Officer/Principal (CAO/Principal), but no other ALMA personnel.
- b. Be the main contact and liaison with the New Mexico Public Education Commission, the New Mexico Public Education Department and all other bodies or agencies serving to evaluate, regulate, compensate, and/or contract with ALMA as a charter school.
- c. Be the ultimate body for settling grievances or complaints filed against ALMA by students, parents, faculty, staff, and/or anyone outside the direct employ of ALMA.

(D) Office of Record – The GC shall maintain its office at the school, located at 402 West Court Avenue, Las Cruces, New Mexico 88001. All records of meetings, contracts, financial activities, etc. shall be securely housed and available for public inspection at this location.

- (E) Fiscal Year – The GC fiscal year shall be from July 1 in one year to June 30 of the succeeding year, which is the same as the fiscal year of ALMA.

ARTICLE II-- MEMBERS

(A) Number and Allocation

1. Voting Members -- There shall be a total of at least five (5) but not more than nine (9) volunteer Voting Members who are representative of the greater community served by ALMA. Individuals not eligible to become voting members are:
 - a. A current member of the ALMA staff
 - b. A current ALMA student
 - c. A parent of a current ALMA student
 - d. Anyone who has any direct role in the operation of the school or is immediately related to someone who does.
2. Ex-Officio / Non-Voting Members – None

(B) Nomination and Election

1. Nomination – Anyone may nominate a candidate, including himself/herself, to fill any vacancy among the GC Voting Members. Nomination will be made by completion of the official Governance Council Nomination Form and submission to the GC in time for review at a regular or special GC meeting prior to the election
2. Election – Election will be by majority vote of the GC Voting Members currently in office at the time of the election.

(C) Duties / Responsibilities / Training

1. Duties – Each Voting Member has the legal duty to uphold all laws and regulations pertaining to the operation of public schools in New Mexico.
2. Responsibilities – Voting GC members shall:
 - a. Elect officers of the GC (See Article IV.)
 - b. Develop and approve long-term plans and supporting policies for ALMA including strategic goals and tactical objectives for academic programs in support of the ALMA mission.
 - c. Review and approve all annual and special budgets, monthly financial reports and audits.
 - d. Negotiate, enter into and/or terminate contracts for and on behalf of ALMA.
 - e. Serve as the final board of appeal for any grievance filed by faculty or staff which cannot be resolved administratively.

- f. Serve as the final board of arbitration with any parent or guardian who has a concern about a student's program and progress and who has exhausted all administrative remedies.
 - g. Select, hire, evaluate annually and compensate the CAO/Principal based on the academic success and organizational performance of ALMA, and the fulfillment of the mission of ALMA.
3. Training – All Voting Members shall successfully complete all annual courses and seminars specified by the New Mexico Public Education Department (NMPED) and provided by the NMPED, the New Mexico Coalition of Charter Schools or other approved contractors.

(D) Terms of Office

Annual election of new members shall occur in December of each year. Voting Members shall be elected to serve a term of three (3) years, starting on January 1, of the year immediately following election. Voting member terms will be staggered so that approximately 30-percent of all members are elected in alternate years. Members may serve as many terms as desired.

(E) Qualifications -- Each Voting Member must be:

- 1. At least 18 years of age and a resident of Dona Ana County, New Mexico.
- 2. Dedicated to integration of the arts in education to advance the effectiveness of education.
- 3. Committed to the concept of charter schools as a method for improvement of secondary public education for the youth of Dona Ana County and the state of New Mexico.

(F) Conduct – All Voting members of the GC shall conduct themselves in a professional manner with courtesy and respect toward each other and toward all who have business with the GC. No single member shall speak for the GC unless specifically delegated to do so by a majority of the Voting Members. All actions and positions of the GC shall be determined through discussion, debate, and a majority vote of the Voting Members in a public meeting.

(G) Resignation -- Any Voting Member of the GC may resign his/her position with written notice to the GC President at least 30-days prior to the effective day of the resignation.

(H) Removal -- Any Voting Member may be removed from the GC, with or without cause, by a two-thirds majority vote of the Voting Members attending a regular or special meeting at which a quorum is present. All Voting Members must be notified about the vote at least seven (7) days in advance of that meeting. Notification of removal shall be defined as receipt of a certified letter describing the termination.

- (I) Vacancies – Whether by term limit, resignation, removal or death, all vacancies will be filled through election by the remaining Voting Members of the GC. Nomination of candidates shall be solicited from anyone who wishes to nominate a candidate, and shall be received on standard nomination forms approved by the GC (See Article II, Section B above)
- (J) Compensation – Voting Members shall serve without compensation for their service. They may be reimbursed for expenses, including per diem, incurred on behalf of their service to ALMA and/or the GC.

ARTICLE III -- MEETINGS

- (A) Schedule and Announcements – The GC shall publish an announcement each June listing the annual schedule of GC meetings for the succeeding fiscal year. The announcement and schedule shall be posted in a public place at ALMA throughout the year, and shall be circulated to all appropriate media used to announce meetings.
- (B) Attendance – GC members are required to attend all regular and special meetings. Advance notice of a known absence shall be given to the President or designated representative at least three (3) days prior to the meeting to be missed. Emergency absences are accepted.
- (C) Regular Meetings – The GC shall hold a regular meeting each month, except for July. Regular meetings will be held on the third Monday of each month, starting at 6:00 p.m. and ending when business is concluded. The month of June may be excluded. Regular meetings may be scheduled for alternate days and times with the consent of members and proper notice to the public.
- (D) Special Meetings – All meetings other than Regular Meetings shall be defined as Special Meetings and shall include:
 - 1. Closed Meetings – Those meetings are closed to the public to discuss items allowed by the New Mexico Open Meetings Act. Closed Meetings are for discussion only. No vote or other action may be taken during a Closed Meeting. The subject of all Closed Meetings shall be reported and any required action taken at the next available Regular or Special Meeting that is open to the public. (See Article III, Section G-3.)
 - 2. Open Meetings – The need may arise from time to time for an open meeting other than Regular meetings to discuss and/or take action on timely issues. Open Special Meetings shall be publicized as required by the New Mexico Open Meetings Act (See Article III, Section G-3) and shall be open to the general public. Open Special Meetings may be called by the President or two or more members of the GC; or at the request of at least 51-percent of ALMA parents; or 51-percent of full time ALMA faculty and/or staff.
- (E) Quorum – A quorum for the conduct of official business shall be a majority of the voting members of the GC.

- (F) Location – Unless announced in advance, all meetings of the GC will be held in the school facility, 402 W. Court Ave., Las Cruces, NM.
- (G) Conduct of Business
1. Order of Business – The order of business shall be directed by an agenda published at least 72-hours in advance of each meeting. The approval of the agenda shall be the first item of business at each meeting. The published agenda may be amended prior to approval by a majority vote of the GC members. Once the agenda for a meeting is approved, no new business may be added or considered.
 2. Robert's Rules of Order – All business at GC meetings shall be conducted and procedural questions arbitrated by Robert's Rules of Order.
 3. NM Open Meetings Act -- All meetings of the GC shall be conducted according to provisions of the NM Open Meetings Act.
 4. Tie Votes – In the case of any tie vote by the GC membership, either by quorum attendance at the meeting or by the number of permanent members, the President shall cast the deciding vote. Otherwise, the President shall not vote.

ARTICLE IV -- OFFICERS

- (A) Officers and Duties -- There shall be the following officers of the GC with attending duties as described for each:
1. President -- The President serves as chairperson of all GC meetings; is chief spokesperson for action taken by the GC before agencies, groups and individuals; appoints members to GC committees; and solicits nominations for election to the GC
 2. Vice President – The Vice President assumes the responsibilities of the President whenever the President is absent or unable to serve; assists the other officers in the performance of their duties and solicits nominations for election to the GC.
 3. Secretary – The Secretary shall produce accurate and complete records of all GC meetings, conferences and activities to be taken, maintained and published in compliance with all pertinent laws and regulations and shall affix his/her signature to same; and shall be a signatory to contracts, documents and records as required; and solicits nomination for election to the GC.
 4. Treasurer -- The Treasurer shall ensure that all financial transactions of ALMA are recorded, maintained and published in accordance with pertinent laws and regulations and that the GC Business Manager achieves and maintains the training and certification required by law; and solicit

nominations for election to the GC. The treasurer shall chair the Finance Committee described in Article V, Section B-3.

- (B) Nomination and Election -- All officers shall be nominated from and elected by the Voting Members of the GC. Nomination and election shall be held during the regular GC meeting in January of each year, except when filling vacancies.
- (C) Terms of Office – Each officer shall be elected for a regular term of one year beginning with the meeting of election and ending when a successor officer is elected. Any elected officer may serve a maximum of three successive terms in a single office. Any officer elected to an interim vacancy shall serve until the end of his/her predecessor's term, then if desired, stand for election to a regular term.
- (D) Qualifications – Each officer shall be a voting member of the GC with the qualifications listed in Article II, Section E. above.
- (E) Conduct – In addition to the requirements for all GC Voting Members described in Article II, Section E, above, each officer shall strive to become knowledgeable and provide leadership for the remaining members of the GC in his/her area of responsibility.
- (F) Resignation – Any officer may resign his/her office with written notice to the GC President at least 30-days prior to the effective date of the resignation. Resignation from an office does not preclude continued service as a GC member.
- (G) Removal – Any officer may be removed from an office within the terms for removal of a GC members listed in Article II, Section H., above.
- (H) Vacancies – Any vacant office will be filled according to terms of GC vacancies listed in Article II, Section I., above.
- (I) Compensation – As with GC Voting Members, each officer serves without compensation for his/her service, but may be reimbursed for expenses incurred directly as a result of his/her service as an officer.

ARTICLE V -- COMMITTEES

- (A) Definition & Formation -- A committee is a group of individuals appointed by the president, selected by the GC as a whole; or who volunteer to manage an ongoing program or effort, or to accomplish a specific short-term task.
- (B) Permanent – These committees are established by formal action of the GC and operate continuously until rescinded by action of the GC.
 - 1. Strategic Planning Committee – The GC will serve as the Strategic Planning Committee for ALMA. The duty of this committee is to devise measurable goals and objectives that align with the mission of ALMA to ensure optimum success in school and after graduation for all ALMA Students.

3. Finance Committee – The GC Treasurer, one other member of the GC, at least one faculty member and not more than two (2) other individuals with financial management experience shall comprise this committee. The ALMA Business Manager shall be an Ex-Officio, Non-Voting member. Responsibilities include but are not limited to: Review and approval of each annual budget proposal, monthly review of current financial records, statements and bank accounts with recommendations, if any, to the GC. In addition, the committee will make recommendations for annual budget preparation and oversight, monitor procurement and serve as an external monitor of all financial operations.
 4. Audit Committee -- The GC Treasurer, one other member of the GC, a volunteer parent of a current student, and at least one volunteer from outside ALMA who has extensive experience in accounting and/or financial management will comprise this committee. The ALMA CAO/Principal and Business Manager shall be Ex-Officio, Non-Voting members. Responsibilities include but are not limited to: Establish contact with the auditors selected by the NM Public Education Department to advise them of the committee and offer assistance; attend entrance and exit conferences for all annual and special audits; be accessible to external auditors as requested to facilitate communication with the GC and the CAO/Principal; track and report the most recent audit findings and advise the GC on policy changes need to address findings; and, provide other advice and assistance requested by the GC. This committee is subject to the same confidentiality requirements as those required of the GC imposed by the Audit Act and state auditor rules.
 5. Additional Committees -- Other permanent committees may be appointed as needs arise. Upon organization of a new permanent committee, these bylaws shall be amended as soon as practical to include a description of each new permanent committee.
- (C) Temporary Committees -- From time to time, the GC may appoint temporary committees to perform specific tasks, develop programs or conduct an activity. Temporary Committee membership shall be determined by the mission of the committee and qualifications needed to fulfill that mission. Upon completion of work, each temporary committee shall be disbanded.
- (D) Responsibilities -- Although volunteers, each person appointed to a committee is expected to perform his/her duties with commitment and diligence to ensure maximum benefits for ALMA and its students.
- (E) Conduct – All members of each GC committee shall conduct themselves in a professional manner with courtesy and respect toward each other and toward all who have business with the committee. No single member shall speak for the committee unless specifically delegated to do so by a majority of committee members. All actions and positions of the committee shall be determined through discussion, debate, and a majority vote of the members at a public meeting.
- (F). Oversight – All committees shall report directly to the GC.

- (G) Dissolution – Any committee may be disbanded upon a two-thirds majority vote at any regular GC meeting at which there is a quorum.

ARTICLE VI-- EXECUTIVE LEADERSHIP (CAO/Principal)

- (A) Definition – Day to day operations of ALMA shall be vested with the CAO/Principal. The CAO/Principal is solely responsible for selecting, hiring and evaluating all members of the faculty and staff.
- (B) Chief Academic Officer/Principal/ (CAO/Principal) This position reports directly to the GC and has ultimate responsibility for all operations of ALMA.

ARTICLE VII -- PROFESSIONAL ADVISORS

- (A) Attorney – The GC shall retain the services of an attorney who has specific knowledge of charter school law within the state of New Mexico and the United States; and who has experience interpreting statutes and regulations pertaining to public education in general.
- (B) Certified Public Accountant – The GC shall have as an outside, third-party advisor, a certified public accountant experienced in public school finance, accounting for non-profit organizations and private business. This CPA advisor may be engaged on a retainer or on an as-needed basis.
- (C) Auditor – The GC shall cooperate fully and openly with the certified auditor appointed by the Public Education Commission / Public Education Department to conduct an annual audit of the financial records and books of ALMA and to render a formal report of findings to the GC.
- (D) Consultants – As a need arises, the GC may engage the services of individual consultants / advisors who possess specific knowledge and/or experience that will improve capabilities and decisions of the GC. Such advisors may only be engaged upon a majority vote of the GC.
- (E) New Mexico Coalition of Charter Schools – In order to gain knowledge, improve operations and advance the cause of charter schools in New Mexico, the GC may approve annual membership in the New Mexico Coalition of Charter Schools and shall attend as many conferences, training sessions and meetings as are needed and that available resources will allow.

ARTICLE VIII – INDEMNIFICATION

- (A) Insurance – The GC shall cause to have general liability, casualty and other pertinent insurance coverage be maintained to protect the members of the GC, Executive Leadership Team, faculty and students of ALMA to the fullest and

highest level specified by the GC, and/or required by law and/or by the charter authorizer.

- (B) Governance Council – Individual GC members shall be held harmless in claims against the GC as a whole or against ALMA as an institution. Individual GC officers shall be held harmless in claims against the officers as a group.
- (C) Exclusions – No member of the GC, the CAO/Principal, or faculty of ALMA shall be individually protected from penalty or liability if he/she is charged and convicted of a criminal act.

ARTICLE IX -- AMENDMENTS AND REVISIONS

- (A) Content – Any section of these bylaws may be amended by formal action and a two-thirds majority vote of the GC members at a public meeting.
- (B) Process – Amendments must be introduced by a member of the GC at a regular GC meeting. There shall be at least two readings of the amendment before a vote is called. The first reading shall be held at the meeting when the amendment is introduced. The second reading shall be held at a separate meeting subsequent to the first, when a vote to approve the amendment may be held immediately following the second reading.

ARTICLE X -- DISSOLUTION

The GC may only be dissolved upon a unanimous affirmative vote of the GC at a regular meeting or special meeting called for that purpose. Factors that may prompt a vote to dissolve the GC include but are not limited to:

- (A) Closing of ALMA as a school
- (B) Bankruptcy of ALMA
- (C) Order of the Authorizer and/or the NM Public Education Commission or designees

END

First Name	Last Name	Position	Committee	Term Start	Term End	Home Street Address	City	State	Zipcode	Email Address	Personal Phone Number	Alternate Personal Email	Affidavit (Board of Finance)	G Certificate of Assurances
Gene	Elliott	President		1/1/17	12/1/19	PO Box 441	Dona Ana	NM	88032	gelliottcyc@aol.com	505-514-9753		X	X
Dr. Godfrey	Crane	Member		12/11/17	12/31/19	1151 Old West Way	Las Cruces	NM	88005-2749	godfreyjohanna@msn.com	575-644-4986		X	X
Carolyn	Williams	Secretary		1/1/19	12/1/21	5064 Rock House Road	Las Cruces	NM	88011	cjoyce6570@hotmail.com	858-248-0057		X	X
Dan	Lere	Member		1/1/19	12/1/21	2133 Westwind Rd.	Las Cruces	NM	88007	danjlere@hotmail.com	719-369-8609		X	X
Casilda	Provencio	VP/Treasurer		1/1/18	12/1/20	441 Yale Drive	Las Cruces	NM	88005	casprove@nmsu.edu	575-642-1783		X	X
Stephen	Aquino	Member		1/1/18	12/1/20	4559 Mesa Central Dr.	Las Cruces	NM	88011	stephenaquino@yahoo.com	575-382-5463		X	X

Attachment E - Board of Finance Documents:

Statement to Consult with PED signed by all members	X
Affidavits from each board member	X
Affidavit signed by the school's licensed business official	X
School Business Official License	X
Certificate of insurance that indicates adequately bonded	in Attachment K

Attachment D - Governing Board ByLaws x
Dated 3/18/2019

STATEMENT OF GOVERNING BODY TO CONSULT WITH PED

We, the undersigned, make up the governing body of **Alma d'arte Charter High School**, located in **Las Cruces, New Mexico**.

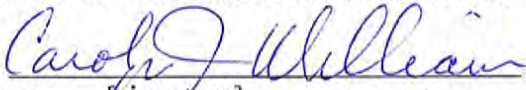
In accordance with 6.80.4.16 NMAC, we agree to consult with the New Mexico Public Education Department on any matter not covered by the manual of accounting and budgeting before taking any action related to funds held as a board of finance.

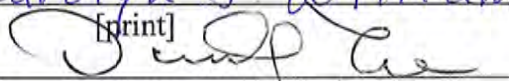
We make this statement as part of **Alma d'arte Charter High School's** application to the Public Education Commission for status as a board of finance under 6.80.4.16 NMAC.

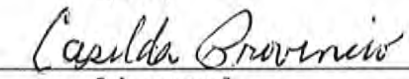
We understand that we must retain or hire a Licensed School Business Manager as soon as financial feasible and, thereafter, notify the New Mexico Public Education Commission within 30 days of hiring and/or changing in a Licensed School Business Manager for the school, and a new, signed "Affidavit of Financial Custodian" must be submitted.


We understand that we must submit an Affidavit of Governing Body Member to the Public Education Commission within 30 days of a change in membership of our governing body.

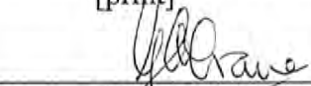
THE FOLLOWING MEMBERS OF THE **Alma d'arte Charter High School Governance Council** GIVE THE FOREGOING STATEMENT THIS 29th DAY OF APRIL, 2019

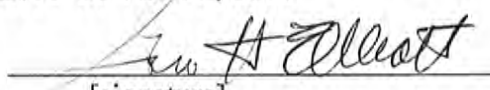
1. 
[signature]
Carolyn J. Williams
[print]

2. 
[signature]
DANIEL J. LERE
[print]

3. 
[signature]
Casilda Provencio
[print]

4. 
[signature]
Stephen R. Aquino
[print]

5. 
[signature]
G.A. CRANE
[print]

6. 
[signature]
GENE H. ELLIOTT
[print]

Attach additional pages if membership exceeds five.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF)

I, GENE H. ELLIOTT, after being duly sworn, state:

1. My name is GENE H. ELLIOTT and I reside at 1302 W THORPE RD, LAS CRUCES, New Mexico 88007. My personal email address is gelliott@pac.com and my personal phone number is 575-525-1575

2. I am a member of the governing body of the ACACIA ARTE CHARTER HIGH SCHOOL in LAS CRUCES, New Mexico.

3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.

4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.

5. I understand that as a member of the ACACIA ARTE CHARTER HS governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

[Signature]
[Signature]

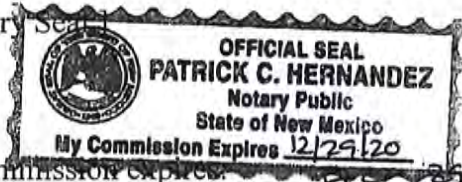
4/29/19
Date

GENE H. ELLIOTT
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 29 day of April, 2019.

[Notary Seal]



My commission expires 12/29/20, 2020.

[Signature]
NOTARY PUBLIC

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
COUNTY OF Doña Ana)

I, Casilda Provencio, after being duly sworn, state:

1. My name is Casilda Provencio and I reside at 441 Yale Dr, Las Cruces, New Mexico 88005. My personal email address is casprve@nmsu.edu and my personal phone number is 575-642-1703.

2. I am a member of the governing body of the Alma d'Arte Charter HS in Las Cruces, New Mexico.

3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.

4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.

5. I understand that as a member of the Alma d'Arte Charter HS governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

Casilda Provencio
[Signature]

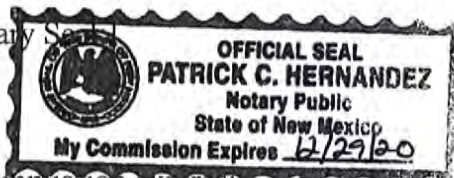
4/29/19
Date

Casilda Provencio
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 29 day of April, 2019.

[Notary Seal]



My commission expires: Dec 29, 2020.

Patrick C. Hernandez
NOTARY PUBLIC

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF)

I, Carolyn J. Williams, after being duly sworn, state:

1. My name is Carolyn J. Williams and I reside at 6054 Rock House Rd. N. 88011, New Mexico 88011. My personal email address is cjoyce657@hotmail.com and my personal phone number is 858-248-0057.

2. I am a member of the governing body of the Alma D'Arto Charter H.S. Las Cruces, New Mexico.

3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.

4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.

5. I understand that as a member of the Alma D'Arto Charter H.S.'s governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

Carolyn J. Williams
[Signature]

4-29-2019
Date

Carolyn J. Williams
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 29 day of April, 20 19.

[Notary Seal]



Patrick C. Hernandez
NOTARY PUBLIC

My commission expires: Dec 29, 20 20.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF)

I, GODFREY A. CRANE, after being duly sworn, state:

1. My name is GODFREY A. CRANE and I reside at 1151 OLD WEST WAY,
LAS CRUCES, New Mexico 88005. My personal email address is
godfreyjohanna@msm.com and my personal phone number is 575-644-4986.
2. I am a member of the governing body of the Alma d'Arke Charter H.S. in
Las Cruces, New Mexico.

3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.

4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.

5. I understand that as a member of the Alma d'Arke Charter H.S.'s governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

[Signature]
[Signature]

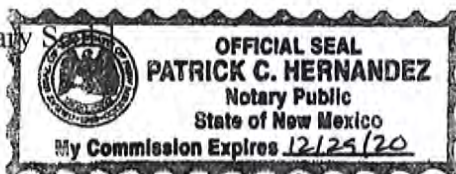
29 April 2019
Date

G. A. CRANE
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 29 day of April, 2019.

[Notary Seal]



My commission expires: Dec 29, 2020.

[Signature]
NOTARY PUBLIC

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF)

I, DANIEL J. LERE, after being duly sworn, state:

1. My name is DANIEL J. LERE and I reside at 2133 WESTWIND ROAD, LAS CRUCES, New Mexico 88007. My personal email address is danjlere@hotmail.com and my personal phone number is 719-369-8609.

2. I am a member of the governing body of the ALMA D'ARTE CHARTER SCHOOL in LAS CRUCES, New Mexico.

3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.

4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.

5. I understand that as a member of the ALMA D'ARTE's governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

[Signature]
[Signature]

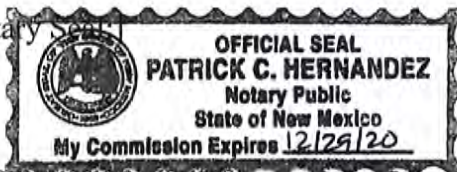
4/29/19
Date

DANIEL J. LERE
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 29 day of April, 2019.

[Notary Seal]



My commission expires: Dec 29, 2020.

[Signature]
NOTARY PUBLIC

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF)

DONA ANA

I, Stephen R. Aguino, after being duly sworn, state:

1. My name is Stephen R. Aguino and I reside at 4559 Mesa Central Dr.
Las Cruces, New Mexico 88011. My personal email address is
stephenaguino@yahoo.com and my personal phone number is (408) 307-5325.

2. I am a member of the governing body of the Alma d'Arte Charter HS in
Las Cruces, New Mexico.

3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.

4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.

5. I understand that as a member of the Alma d'Arte Charter HS's governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

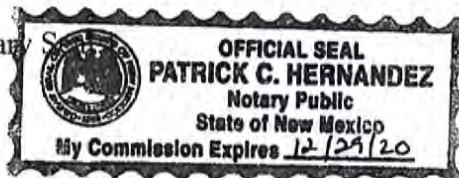
[Signature]
Stephen R. Aguino
[Print]

4/29/19
Date

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 29 day of April, 2019.

[Notary Seal]



My commission expires: Dec 29, 2020.

[Signature]
NOTARY PUBLIC

AFFIDAVIT OF FINANCIAL RECORD CUSTODIAN

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

I, Kate M. Shelton, [affiant] after being duly sworn, state:

1. I live in the City of Cedar Crest, County of Bernalillo, New Mexico.
2. In accordance with 6.80.4.16 NMAC, I agree to accept the responsibility of keeping the financial records of the charter school and recognized that I am in charge of maintaining public funds with fidelity and in accordance to public finance laws, rules and regulations.
3. I have completed the following training in the maintenance of financial records:
 - a) Continuing Professional Education in Accounting 2016 – 16 hours
 - b) Continuing Professional Education in Accounting 2017 – 16 hours
 - c) Continuing Professional Education in Accounting 2018 – 16 hours
4. Attached is a certificate of insurance that indicates that I am adequately bonded to take this responsibility.
5. I have earned the following certificates, licensures and/or degrees:

Certificate, licensure or degree	Educational Institution	Date	Current Yes/No
Level I School Business Official	New Mexico Public Education Department	07/01/2018 – 06/30/2021	Yes
Bachelor of Accountancy	University of New Mexico	December 2015	
Master of Accountancy	University of New Mexico	December 2017	

FURTHER AFFIANCE SAYETH NAUGHT.

Kate M. Shelton
[Signature of Affiant]

8/15/18
Date

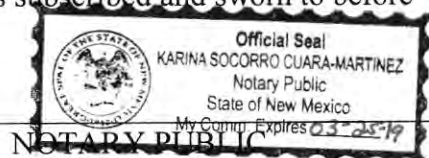
Kate M. Shelton
[Print Name of Affiant]

VERIFICATION

The forgoing Affidavit of Financial Records Custodian was subscribed and sworn to before me, this 15 day of August, 2018.

[Notary Seal:]

Karina Socorro Cuara-Martinez



My commission expires: March 25, 2019.

STATE OF NEW MEXICO



*In Recognition of
The Fulfillment of the Requirements for
School Personnel Licensure
this*

LEVEL ONE PROVISIONAL SCHOOL BUSINESS OFFICIAL LICENSE

is issued to

KATE MARIE SHELTON

Effective from July 1, 2018 to June 30, 2021

Licensure Number: 373394

A handwritten signature in black ink, appearing to read "C. M.", representing the Secretary of Education.

Secretary of Education

Policies and Procedures for Enrollment and Lottery

Approved on September 27, 2010

Alma d'arte Charter High School was approved in 2003 as the first New Mexico charter school. We were renewed in 2009, 2014, and again in 2019 for an potential enrollment of 280 students grade 9th to 12th. We are a free public school. Alma will register any student who has an interest in an arts integration education and does not discriminate regardless of race, color, national or ethnic origin, religion, gender, gender expression, sexual orientation, social or economic status, or special needs.

The source of the Lottery requirement (i.e. charter schools with more applicants than places admit students by way of a lottery) is a federal law, 20 U.S.C. Sec. 7221i. New Mexico by statute also requires a charter school (whether "start-up" or "conversion" to employ a lottery selection process, if the total number of applicants exceeds the space available, 22-8B-4.1 NMSA (1978). A charter school will need to use a lottery selection process any time the total number of applicants exceeds the spaces available.

Alma d'arte is housed in a building that is 44,981 sq. ft. with nine classrooms and a theatre/cafeteria on the main floor and seven classrooms on the second floor. We also have another science and technology wing, with two science labs and two computer labs. The art building adjoins the main building, with music and theater dressing rooms on the main floor and a state of the art dance studio, museum, and two art classrooms on the second floor. The current student enrollment for this building is from 165 to 175 students which averages 40 to 45 students per grade level.

Alma's building capacity may not allow for the total approved charter student enrollment of 280. Yet, Alma, in its fourteen years of existence, has not exceeded its approved Lottery number.

In compliance to state statute, Alma adheres to the following Lottery Process:

Spring Semester

Determining Number of New Students for Upcoming School Year

- Letter is sent home to current 9th to 11th grade students to-determine who will be returning to Alma for the next school year. This assists in anticipating the number of new students needed and the number of enrollment slots available for the upcoming year. (February-March)

Community Awareness

In order for equal opportunity for all parents and students in the community to learn about the school and to apply, the following measures are implemented.

- Media--newspaper and radio--announcements are disseminated to the local media to inform the public of an open enrollment and open house dates for the upcoming school year. (February-April)
- Fliers are distributed around the city--library, youth centers, City offices, public locations, and schools informing the public of the open enrollment and open house dates. (February-April)
- Presentations are given at local middle schools via the school counselors, magnet school personnel and arts specialists to inform potential students of the arts-based focus of Alma. The presentations are given by Alma students, AmeriCorps Member Artists, educators and administrative staff. (January-February)
- Dates of open houses and enrollment procedure is posted on Alma's website (On-going)

Enrollment Period

The enrollment period is from February to April. If at the end of April, the total number of applicants exceeds the number of spaces available, a lottery selection is conducted. Because of the building size, the enrollment number would not exceed 180 students although the approved charter application is for 280 students.

If the number of applicants does not exceed the number of spaces available of 180, a lottery selection is not necessary and all applicants can be admitted to Alma.

If 175 to 180 students are not enrolled by the enrollment period from February to April, an additional enrollment period from April to June can occur but sufficient time must be allowed for advertising and community awareness of the enrollment period.

Students can be enrolled on a first-come first-serve basis after the school year has started IF Alma is not at capacity and the enrollment period has ended. However, if Alma reaches capacity, any subsequent applicants will be subject to an enrollment

period (time frame to be determined by the Principal) followed by a lottery selection process if there are more applicants than spaces.

Exemptions

State law provides that only the following categories of applicants be exempted from the lottery process:

a) a conversion school shall give enrollment preference to students who are enrolled in the public school at the time it is converted into a charter school and to siblings of students admitted to or attending the charter school.

b) a charter school shall give enrollment preference to-

--students who have been admitted to the charter school through an appropriate admission process and remain in attendance through subsequent grades

--siblings of students already admitted to or attending, the same charter school

There are not exemptions for children of a charter school's founders or children of employees of the charter school.

Letter of Intent During Open Enrollment Periods

Students are asked to provide the following information when registering:

- Student's Name
- Parent/Guardian's Name
- Grade when entering Alma
- Address
- Telephone Numbers--day, evening, work
- Email address

Each student applicant is given a number when returning the Letter of Intent. A lottery will occur if more than 175 Letters are received.

Enrollment Open Houses

We conduct two open houses per year. One generally falls in February, to correspond

with Las Cruces Public Schools Next Step Planning Day (Usually the 2nd week in February). We hold open house while school is in session so incoming 9th graders and their families can view the "school in operation." The Wednesday After Next Step Plan Day is an option. Finally, the school holds registration drives by holding middle school graduation ceremonies in the Alma Theater and by performing two arts showcases per year in fall and spring.

Waiting List

A Waiting List will be created once the total enrollment of 175-180 is reached.

CERTIFICATE OF ASSURANCES

My name is GENE H. ELLIOTT and I reside in LAS CRUCE, NM. I am a member of the governing body for ALMA LACE CHARTER HS a charter school which is located at 400 W. COURT AVE certify that the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
6. The governing body does not and will not contract with a for-profit entity for the management of the CHARTER SCHOOL.
7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.
11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disability Education Act.
12. The CHARTER SCHOOL provides equitable access to and participation in its federally assisted program for students, teachers, and other program beneficiaries with special needs.
13. Meetings of the CHARTER SCHOOL Governing Body comply with the New Mexico Open Meetings Act, Sections 10-15-1 et seq., NMSA 1978 and the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978.

14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.
15. The CHARTER SCHOOL has and will adopt all policies and procedures required by the Public School Code, the New Mexico Administrative Code, and the Public Education Commission.
16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.
17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.
18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Gene H. Bennett

Printed Name

Gene H. Bennett

Signature

4/29/19

Date

CERTIFICATE OF ASSURANCES

My name is Carolyn J. Williams and I reside in 5064 Rock House Rd, LC
am a member of the governing body for Alma d'Arto a charter school
which is located at 402 W. Court St, LC I certify that the CHARTER SCHOOL complies with all
applicable federal and state laws governing the organizational programmatic, and financial
requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
6. The governing body does not and will not contract with a for-profit entity for the management of the CHARTER SCHOOL.
7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.
11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disability Education Act.
12. The CHARTER SCHOOL provides equitable access to and participation in its federally assisted program for students, teachers, and other program beneficiaries with special needs.
13. Meetings of the CHARTER SCHOOL Governing Body comply with the New Mexico Open Meetings Act, Sections 10-15-1 et seq., NMSA 1978 and the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978.

14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.
15. The CHARTER SCHOOL has and will adopt all policies and procedures required by the Public School Code, the New Mexico Administrative Code, and the Public Education Commission.
16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.
17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.
18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Carolyn J. Williams
Printed Name

Carolyn J. Williams
Signature

4-29-2019
Date

CERTIFICATE OF ASSURANCES

My name is Casilda Provencio and I reside in Las Cruces, NM. I am a member of the governing body for Alma d'Arte Charter HS a charter school which is located at 402 W Court Ave. I certify that the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
6. The governing body does not and will not contract with a for-profit entity for the management of the CHARTER SCHOOL.
7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.
11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disability Education Act.
12. The CHARTER SCHOOL provides equitable access to and participation in its federally assisted program for students, teachers, and other program beneficiaries with special needs.
13. Meetings of the CHARTER SCHOOL Governing Body comply with the New Mexico Open Meetings Act, Sections 10-15-1 et seq., NMSA 1978 and the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978.

14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.
15. The CHARTER SCHOOL has and will adopt all policies and procedures required by the Public School Code, the New Mexico Administrative Code, and the Public Education Commission.
16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.
17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.
18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Casilda Provencio
Printed Name

Casilda Provencio
Signature

4/29/19
Date


CERTIFICATE OF ASSURANCES

My name is GODFREY A. CRANE and I reside in LAS CRUCES, NM. I am a member of the governing body for Alameda Heights Charter High Sch. a charter school which is located at 402 W. Court Ave, LC. I certify that the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
6. The governing body does not and will not contract with a for-profit entity for the management of the CHARTER SCHOOL.
7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.
11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disability Education Act.
12. The CHARTER SCHOOL provides equitable access to and participation in its federally assisted program for students, teachers, and other program beneficiaries with special needs.
13. Meetings of the CHARTER SCHOOL Governing Body comply with the New Mexico Open Meetings Act, Sections 10-15-1 et seq., NMSA 1978 and the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978.

14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.
15. The CHARTER SCHOOL has and will adopt all policies and procedures required by the Public School Code, the New Mexico Administrative Code, and the Public Education Commission.
16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.
17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.
18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

G.A. CRANE
Printed Name


Signature

29 Apr 19
Date

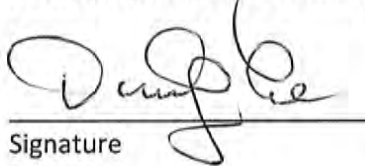
CERTIFICATE OF ASSURANCES

My name is DANIEL J. LERE and I reside in LAS CRUCES, NM. I am a member of the governing body for ANNA D'AMITE CHARTER SCHOOL a charter school which is located at 402 W. COURT AVE. I certify that the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
6. The governing body does not and will not contract with a for-profit entity for the management of the CHARTER SCHOOL.
7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.
11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disability Education Act.
12. The CHARTER SCHOOL provides equitable access to and participation in its federally assisted program for students, teachers, and other program beneficiaries with special needs.
13. Meetings of the CHARTER SCHOOL Governing Body comply with the New Mexico Open Meetings Act, Sections 10-15-1 et seq., NMSA 1978 and the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978.

14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.
15. The CHARTER SCHOOL has and will adopt all policies and procedures required by the Public School Code, the New Mexico Administrative Code, and the Public Education Commission.
16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.
17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.
18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

DANIEL J. LERE
Printed Name


Signature

4/29/19
Date

CERTIFICATE OF ASSURANCES

My name is Stephen R. Aguina and I reside in Las Cruces, NM. I am a member of the governing body for Alma d'Arte a charter school which is located at 402 Court Ave. I certify that the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
6. The governing body does not and will not contract with a for-profit entity for the management of the CHARTER SCHOOL.
7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.
11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disability Education Act.
12. The CHARTER SCHOOL provides equitable access to and participation in its federally assisted program for students, teachers, and other program beneficiaries with special needs.
13. Meetings of the CHARTER SCHOOL Governing Body comply with the New Mexico Open Meetings Act, Sections 10-15-1 et seq., NMSA 1978 and the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978.

14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.
15. The CHARTER SCHOOL has and will adopt all policies and procedures required by the Public School Code, the New Mexico Administrative Code, and the Public Education Commission.
16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.
17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.
18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

<u>Stephen R. Aguirre</u>	<u></u>	<u>4/29/15</u>
Printed Name	Signature	Date

Waiver Notification Form

Instructions:

- (1) Identify all non-discretionary waivers that will be utilized and discretionary waivers that will be requested.
- (2) Specifically identify statutes or state rules for which a waiver is requested.
- (3) Describe how the school's practice and **how it varies** from statutory requirements.

Non-Discretionary Waivers			
NMSA 1978 § 22-8B-5(C) Waiver	Utilized	Specific provision of relevant statute to which waiver is applied.	Description the school's practice and how it varies from statutory requirements.
Individual class load	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
Teaching load	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
Length of school day	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
Staffing pattern	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
Subject areas	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
Purchase of instructional materials	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
Evaluation standards for school personnel	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
School principal duties	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
Drivers education	<input checked="" type="checkbox"/>	Drivers education is not offered.	Click here to enter text.
Discretionary Waivers			
Statute for which Waiver Requested under NMSA 1978 § 22-2-2.1	Specific provision of relevant statute for which waiver is sought.		Description of how the school's practice will vary from statutory requirements.
Click here to enter text.			Click here to enter text.

CPO Certificate for Holly Schullo

The course completion certificates from NM Edge were provided, but not the actual CPO Certification from the State of NM.

School responded that the Certificate has not been printed but has been issued and updated at state website: CPO-2019-00000-02250.

Registration with State Purchasing Division was verified online:

Agency Name	First Name	Last Name	Title	Registration Date
ALMA D'ARTE CHARTER HIGH SCHOOL	HOLLY	SCHULLO	CHIEF ACADEMIC OFFICER	5/14/2019

LEASE AGREEMENT

by and between

ALMA D'ARTE CHARTER SCHOOL

and

LAS CRUCES PUBLIC SCHOOLS

Dated as of SEPT 11, , 2014

LEASE

THIS LEASE is entered into on SEPT 11, 2014 and effective as of July 1, 2014, by and between the **Board of Education of the Las Cruces Public School District #2** ("LCPS" or "Lessor"), the governing board a political subdivision of the State of New Mexico (the "State") duly organized and validly existing under the laws of the State, and the **Governing Council of Alma d'arte Charter High School**, the governing board of a validly existing State-chartered public charter school, ("Charter School" or "Lessee").

RECITALS

- A. LCPS owns certain improved real property described herein as the Leased Property;
- B. LCPS has determined that the lease of the Leased Property described herein is in the best interests of LCPS; and
- C. The Charter School desires to lease the Leased Property.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the terms of this Lease as follows, as evidenced by their signatures below.

1. DEFINITIONS. The following terms as used in this Lease not otherwise defined elsewhere herein shall have the meanings set forth below:

- (a) "ADDITIONAL RENT": all sums due and payable to LCPS from the Charter School under this Lease in addition to Base Rentals are deemed "Additional Rent".
- (b) "BASE RENTALS": means payments pursuant to Section 7 hereof for and in consideration of the right to use and occupy the Leased Property.
- (c) "BASE RENTAL PAYMENT DATE": means the tenth day of each month.
- (d) "BUILDINGS": means the permanent buildings located on the Leased Property.
- (e) "COMMENCEMENT DATE": Shall be the effective date of this Lease between LCPS and Charter School.

(f) "DISTRICT": Las Cruces Public School District #2, New Mexico, a political subdivision of the State of New Mexico.

(g) "EVENT OF NONAPPROPRIATION": means that the New Mexico Legislature or the New Mexico Public School Capital Outlay Council has failed to grant sufficient money or appropriations to the Charter School to carry out the terms and conditions of this Lease and (ii) the Charter School is unable to pay the Base Rental amounts and Additional Rent from other sources of funds, as determined by the Charter School in its sole discretion. If an Event that Nonappropriation occurs, the Charter School may terminate this Lease as provided in Section 5.1 below.

(h) "LEASE TERM": means and refers to the Initial Term (defined in Section 4 below) plus any Renewal Terms authorized pursuant to Section 6 below

(i) "LEASED PROPERTY": the real property depicted on the Site Survey plat attached hereto as Exhibit A as Tract 1, including the land, buildings and appurtenances except as follows. During the period July 1, 2014 through June 20, 2015, the Leased Property shall not include those buildings noted as "Crossroads" on Exhibit A, which buildings shall be used and occupied by LCPS. LCPS shall vacate the Crossroads buildings by no later than June 30, 2015 and commencing on July 1, 2015, the Leased Property shall include the Crossroads buildings. There will be no increase in the Base Rentals as a result of including the Crossroads buildings as Leased Property or as a result of the completion of the renovations and improvements described in Section 11.1 as Landlord's Work.

(j) "LESSOR": The Board of Education of the Las Cruces Public School District #2.

(k) "LESSEE": The Governing Council of the Alma d'arte Charter School.

2. REPRESENTATIONS AND COVENANTS OF THE LESSOR. LCPS represents and covenants that;

2.1 LCPS is the governing board of a political subdivision of the State validly existing under the laws of the State.

2.2 LCPS is authorized to lease the Leased Property to the Charter School and to execute, deliver and perform its obligations under this Lease.

2.3 The lease of the Leased Property to the Charter School pursuant to this Lease serves a public purpose and is in the best interests of LCPS, the Charter School and their stakeholders.

2.4 The execution, delivery and performance of this Lease by LCPS have been duly authorized by the Board of Education of the District.

2.5 This Lease is enforceable against LCPS 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.

2.6 The execution, delivery and performance of the terms of this Lease by LCPS 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 LCPS is now a party or by which LCPS is bound, including the Lease, 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 LCPS.

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

2.8 LCPS 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 LCPS's purpose and operations.

2.9 LCPS is not aware of any current violation of any requirement of law relating to the Leased Property.

2.10 LCPS acknowledges that this Lease may be terminated upon the occurrence of an Event of Nonappropriation, as provided herein, and that the determination of an Event of Nonappropriation shall be within the sole discretion of the Charter School's Governing Council

3. REPRESENTATIONS AND COVENANTS OF THE LESSEE. The Charter School represents and covenants that:

3.1 The Charter School is a State chartered public charter school, authorized by the New Mexico Public Education Commission, and duly organized and validly existing under the laws of the State.

3.2 The Charter School is authorized, under NMSA 1978 §22-8B-4(D), to

lease the Leased Property from LCPS and to execute, deliver and perform its obligations under this Lease.

3.3 The lease of the Leased Property from LCPS pursuant to this Lease serves a public purpose and is in the best interests of the Charter School.

3.4 The execution, delivery and performance of this Lease by the Charter School have been duly authorized by its governing body ("Governing Council").

3.5 This Lease is enforceable against the Charter 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.

3.6 The execution, delivery and performance of the terms of this Lease by the Charter School, as of the first Base Rental Payment Date, 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 Charter School is now a party or by which the Charter 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 Charter School.

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

3.8 The Charter School will recognize a benefit by the leasing of the Leased Property pursuant to this Lease; the Leased Property is property that is necessary and essential to the Charter School's purpose and operations.

3.9 The Charter School is currently occupying the Leased Property, has considered the improvements to the Leased Property proposed by the Lessor and has determined that the improvements will be of benefit to the Charter School and that the Leased Property, as improved, will adequately serve the needs for which it is being leased throughout the Term as defined in Section 6, so long as (i) Lessor completes Landlord's Work in accordance with Section 11.10 and performs its obligation under Section 11 with respect to repairs, replacements and improvements required at the Leased Property for implementation of LCPS' Facilities Master Plan and (ii) the Charter School and Lessor perform their respective maintenance obligations under Section 11.

3.10 The Charter School is not aware of any current violation of any requirement of law relating to the Leased Property.

3.11 The Charter School anticipates receiving sufficient moneys to pay the Base Rentals as defined in this Lease and to perform its other obligations under this Lease, unless an Event of Nonappropriation occurs.

4. LEASE AND TERM. LCPS hereby leases to Charter School and Charter School hereby leases from LCPS the Leased Property for twenty (20) years: July 1, 2014 through June 30, 2034 (hereinafter referred to as the "Initial Term"). Charter School recognizes that LCPS retains ownership rights in the Leased Property; however, LCPS covenants that, during the Lease Term and so long as no Event of Default shall have occurred, the Charter School shall peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from LCPS, except as expressly required or permitted by this Lease.

5. EFFECT OF THE EXPIRATION OR TERMINATION OF LEASE.

5.1 If during the Lease Term an Event of Nonappropriation occurs affecting the following fiscal year, then this Lease shall terminate effective of June 30th of the current fiscal year and the Charter School shall (i) vacate the Leased Property on or before June 30th of the current fiscal year, (ii) deliver the Leased Property to LCPS on or before June 30th of the current fiscal year and (iii) continue to pay Base Rental and all other amounts due until such date as the Charter School has vacated the Property. The Charter School shall give LCPS written notice of an Event of Nonappropriation within ten (10) days after it had occurred.

5.2 The Charter School's current five (5) year charter expires on June 30, 2019. This Lease shall automatically terminate upon the effective date of any nonrenewal or revocation of Charter School's charter. In such event, the Charter School shall vacate the Leased Property on or before the effective date on any nonrenewal or revocation of Charter School's charter. The Charter School shall give LCPS written notice of a nonrenewal or revocation notification from its authorizer within ten (10) days after learning of same and written notice of the effective date of any final decision of nonrenewal or revocation of Charter School's charter within ten (10) days after said decision has been rendered by the applicable authority.

5.3 If either party terminates this Lease as a result of the uncured default of the other party as defined in Section 15, (i) this Lease shall terminate on the date that is sixty (60) days after the non-defaulting party gives the defaulting party written notice of its election to terminate the Lease and (ii) the Charter School shall vacate the Leased Property on or before the effective date of the termination.

5.4 Upon expiration of the Lease Term or earlier termination of the Lease, all obligations of the Charter School and LCPS from after the effective date of the expiration or termination of the Lease shall terminate, except as expressly provided in this Lease. Any accrued, but unpaid obligations of the Charter School or LCPS shall continue until they are discharged in full unless the termination of the Lease is a result of revocation of the Charter School's charter in which event all obligations of the Charter School shall terminate on June 30th of that year. The Charter School shall have no right to hold over and continue to occupy the Leased Property after the expiration or termination of this Lease.

6. RENEWAL OF LEASE TERM. This Lease may be extended or renewed, by mutual agreement of the parties and upon such new terms and conditions as may be acceptable to both parties as set forth in a written amendment to this Lease executed by both parties. Such an amendment extending or renewing the Lease Term must be executed prior to the expiration of the current Lease Term.

7. BASE RENTALS.

7.1 Charter School shall pay Base Rentals to LCPS on the Base Rental Payment Dates in an amount equal to the grant received by or awarded to Charter School pursuant to NMSA 1978 §22-24-4(I) from the public school capital outlay fund as authorized by the Public Schools Capital Outlay Council ("PSCOC") in accordance with NMSA 1978 §22-24-4(I), in monthly increments equal to 1/12th of the grant for each school year.

7.2 If requested by Charter School, LCPS agrees to join with the Charter School in applying to the PSCOC for funds to be used for Charter School's lease payments.

7.3 Notwithstanding any other provision of this Lease, Charter School shall pay no Base Rent, utilities, or other amounts on any portion of the improvements to the Leased Property that has not received the occupancy permits necessary for Charter School's operations on the Leased Property.

8. PARTIAL MONTHS. Base Rentals for any partial months will be prorated based on a thirty (30) day month.

9. USE. Charter School shall use the Leased Property only for the purpose of a Charter School existing under the laws of the State, and a Charter School's related activities, including but not limited to those activities described in the Charter School's charter and community educational and arts programs conducted during non-school hours.

10. LESSEE'S MODIFICATIONS, INSTALLATIONS AND ALTERATIONS. The

Charter School, at its own expense, may make non-structural modifications or improvements to the Leased Property with LCPS' prior consent, not to be unreasonably withheld, if the Leased Property, after such modification and improvements, shall continue to be used as provided herein and shall otherwise be subject to the terms of this Lease; provided, however, LCPS may deny consent for any such modifications or improvements in its sole discretion if LCPS determines that (i) such modification or improvements may (A) in any way damage the Leased Property as it existed prior thereto and (B) adversely affect or increase the demand on the mechanical, electrical, heating or cooling systems of the Leased Property, or (ii) the value of the Leased Property after such modifications and improvements would not be at least as great as the value of the Leased Property prior thereto. Construction of any such modifications or improvements shall be conditioned upon the Charter School obtaining all authorizations and approvals required by the New Mexico Public Education Department, PSCOC, New Mexico Public School Facilities Authority, and local and state building authorities prior to commencement of construction. The phrase "modification or improvements" does not mean or include the installation of removable trade fixtures that do not require a construction permit for installation, all of which may be installed by the Charter School without LCPS's prior consent and shall remain the personal property of the Charter School. Unless otherwise required by law or agreed in writing between LCPS and Charter School, all work for any modifications or improvements in or on the Leased Property shall be performed by the Charter School at its own cost and expense by qualified licensed contractors that provide bonds and insurance as required by LCPS. Charter School shall only perform modifications or improvements to the Leased Property in conformance with the terms of this Lease. LCPS agrees not to unreasonably withhold consent or otherwise prevent Charter School from obtaining and receiving capital funding for construction, repairs and maintenance to the Leased Property and Charter School agrees to consult with LCPS prior to seeking appropriations or other funding for capital improvements to the Leased Property. Charter School agrees not to interfere with or prevent LCPS from receiving capital funding for the construction, repairs and maintenance to the Leased Property or any other property owned by LCPS.

11. REPAIR AND MAINTENANCE OF LEASED PROPERTY

11.1 Landlord's Work. LCPS has established, and commits, a budget of Four Million Dollars (\$4,000,000) for renovations and improvements to the Leased Property. Those renovations and improvements are described generally on Exhibit B. LCPS and Charter School agree to work cooperatively to develop, within a reasonable period of time, a detailed scope of work and preliminary plans, as well as a project schedule, sufficient for LCPS to be able to enter into a design-build contract for such renovations and improvements for a contract sum that does not exceed \$4,000,000.00. Upon approval by Charter School and LCPS of such detailed scope of work, preliminary plans and project schedule, the parties shall execute an amendment to this Lease, incorporating the detailed scope of work and preliminary plans as the substitute Exhibit B, and adopting

the approved project schedule. The work described in the substitute Exhibit B and the plans referenced therein is referred to herein as the "Landlord's Work". Landlord shall perform the Landlord's Work at LCPS' expense, in general accordance with the adopted project schedule subject to delay caused by events and circumstances beyond the control of the parties and the Design-Builder engaged to design and construct the Landlord's Work ("Force Majeure Delay"). All of the Landlord's Work shall comply with New Mexico Public School Facilities Authority ("NMPSFA") adequacy standards, and all other local, state and federal laws and regulations applicable to the design and construction of the Landlord's Work (collectively, the "Legal Requirements"). Landlord's Work shall be performed pursuant to a Design-Build Construction Contract, between LCPS and GenCon Corporation, or its affiliate, ("Design-Builder") with Studio D Architects, PA designated as the architect ("Architect") under the Design-Build Contract. LCPS shall involve the designated representative of the Charter School in the review and approval of the in-progress and final construction documents prepared for the Landlord's Work by the Architect on behalf of the Design-Builder, before the construction documents are submitted to NMPSFA for approval. During construction, the designated representative shall be invited to participate in the regularly scheduled on-site project meetings concerning the Landlord's Work. Further, LCPS agrees to respond to reasonable requests from the Charter School's designated representative for additional information concerning the status of the design and construction of the Landlord's Work. The Charter School hereby designates Mark Hartshorne as its representative with respect to the design and construction of the Landlord's Work. The Charter School may designate a different representative by written notice to LCPS. The Charter School agrees to cooperate with LCPS and the Design-Builder in connection with the performance of the Landlord's Work, including without limitation relocating activities and students to alternate locations on the Leased Property as needed to accommodate construction activities. LCPS will direct Design-Builder to develop its construction schedule in consultation with the Charter School in order to lessen the disruption to the Charter School's operations, to the extent reasonably practicable. In connection with the performance of the Landlord's Work, LCPS shall have the obligation to obtain a certificate of occupancy from the applicable governmental authority permitting the Charter School's occupancy of the Leased Property.

11.2 Building Structure. LCPS at its expense shall maintain and keep in good repair and condition all structural portions and all exterior parts of the buildings on the Leased Property, including the foundation, floor/ceiling joists, weight-bearing walls, columns, beams, roof, exterior doors, windows, including glass, portals, canals, and all outside drains, electrical, plumbing and gas supply lines, and water wells/pipes and related equipment on the Leased Property that are owned by LCPS (the "Building Structure"). In consideration of Landlord's Work and to offset the cost of maintenance, repairs and replacements for the Leased Property and Landlord's other obligations under

this Section 11, the Charter School shall waive and LCPS will retain the Charter School's share of the Senate Bill 9 and House Bill 33 mill levy proceeds otherwise allocated to the Charter School pursuant to NMSA 1978 Sections 22-25-7(C) and 22-26-9. Charter School shall retain the "State Match" of Senate Bill 9 funds for the Lease Term, as well as any other all other capital or supplemental funding made available for capital improvements to which the Charter School may be entitled pursuant to applicable laws currently in place or subsequently enacted

11.3 Facilities Master Plan. LCPS shall be responsible for all of the repairs, replacements and improvements required at the Leased Property for implementation of LCPS' Facilities Master Plan for Las Cruces Public Schools, at no additional cost to the Charter School. The Leased Property shall be included in and kept on the LCPS's Facilities Master Plan during the Lease Term. The Charter School, however, shall not be foreclosed or prevented from submitting its own Facilities Master Plan as contemplated by and consistent with the Public School Capital Outlay Act.

11.4 Building Systems and Major Repairs. LCPS shall maintain and keep in good repair and working order all mechanical, electrical, plumbing, heating, cooling systems and equipment at the Leased Property, as well as the electrical, water, natural gas and sewer lines on the Leased Property that are owned by LCPS ("Building Systems"), at no additional cost to the Charter School. LCPS shall have no obligation to maintain or repair the electrical, water, natural gas and sewer lines owned by the respective utility providers, even if located on the Leased Property. LCPS shall also, upon the prior written request of Charter School, perform necessary repairs and replacements of the interior of the Buildings that are reasonably estimated to cost Three Hundred Fifty Dollars (\$350.00) or more for each such repair or replacement. Any repair or replacement to the interior of the Buildings that is reasonably estimated to cost less than Three Hundred Fifty Dollars (\$350.00) shall be performed by Charter School. .

11.5 Roads, Parking and Playground. Charter School at its expense shall maintain and keep in a good, safe, clean and sanitary condition (i) all driveways, parking lots and sidewalks located on the Leased Property, and (ii) all playgrounds, playing fields and landscaped areas, including without limitation irrigation and lighting, located on both the Leased Property and Tract 2 as shown on the Site Survey plat attached hereto as Exhibit A ("Tract 2") (collectively, "Grounds Maintenance"). LCPS shall require the tenant of Tract 2, currently J. Paul Taylor Academy ("Tract 2 Tenant") to make the playing fields and landscaped open spaces located on Tract 2 available for use by Charter School when not in use by J. Paul Taylor Academy, subject to reasonable conditions, rules and regulations. Charter School's performance of the Grounds Maintenance obligations shall be deemed Additional Rent to LCPS. Charter School's maintenance obligations under this Section 11.5 shall extend to any repair or replacement that is

reasonably estimated to cost less than Three Hundred Fifty Dollars (\$350.00). Any repair or replacement for or affecting driveways, parking lots and sidewalks, playgrounds, playing fields or landscaped areas that is reasonably estimated to cost Three Hundred Fifty Dollars (\$350.00) or more shall be performed by LCPS, upon the prior written request of Charter School.

11.6 Technology. Charter School agrees to maintain all technology and infrastructure for electronic and telecommunications systems installed in the buildings on the Leased Property (maintenance of the communication lines connecting to the buildings shall be responsibility of the communication services provider or LCPS, whichever is the owner of these communication lines).

11.7 Charter School's Furniture, Equipment and Interior Furnishings. During the Lease Term, Charter School at its expense shall purchase, maintain, repair and replace as reasonably necessary all school furniture, such as desks and book shelves, school equipment, such as computer work stations, and fixtures and interior furnishings of the school facilities, including without limitation carpeting.

11.8 Other Charter School Repair and Maintenance Obligations. Charter School at its expense shall maintain and keep the entire interior of Buildings (other than Building Systems and Major Repairs) in a clean and sanitary condition and good working order and repair, including ordinary, necessary and customary janitorial and custodial services and supplies. Charter School shall be responsible for, and repair (or reimburse LCPS for the cost to repair) damage to the Leased Property resulting from misuse of the Leased Property, or acts of negligence or willful misconduct, by the Charter School or its sublessees, licensees or invitees (e.g. vandalism by students or licensees that the Charter School permits to use portions of the Leased Property), to the extent not reimbursed or paid by the property insurance maintained by LCPS.

11.9 Compliance with Law and Regulations. Throughout the Lease Term including any Renewal Term, LCPS shall cause the improvements to the Leased Property that are LCPS' obligation to maintain to be in maintained and repaired in compliance with all applicable federal, state and local laws, regulations, codes and ordinances governing the physical condition of the Leased Property and any repairs thereto ("Laws"), including those relating to health, safety and the environment; and all requirements of all insurance companies writing property insurance policies covering the Leased Property or any part or parts thereof; regardless of whether any of the foregoing requirements are now in force or hereafter become enacted and made applicable to the Leased Property, except to the extent that any such failure to cause the Premises to comply with applicable Laws is caused by the School. LCPS, at its expense, shall perform any repairs to the Leased Property required by reason of such Laws. LCPS shall pay all costs, expenses, fines, penalties or damages ("Penalties") that may in any manner

arise out of or be imposed because of the failure of the Leased Property to comply with Laws, unless the failure to comply with Laws is caused by the Charter School. LCPS shall not be required to pay any Penalties that are imposed because of the failure of the Leased Property to comply with Laws if the failure to comply is caused by the Charter School, which Penalties shall be the responsibility of the Charter School. LCPS reserves the right upon notice to Charter School and at all reasonable times to enter the Leased Property for the purposes of inspecting the Leased Property and performing all work as may be necessary to assure compliance with Laws and to perform the maintenance and repairs to the Leased Property that LCPS is required or permitted to perform, subject to reasonable school safety or security requirements established by the Charter School.

11.10 Limits to LCPS' Contribution Towards Maintenance and Repairs. LCPS agrees to provide the maintenance and repairs to the Leased Property required by the terms of this Lease within a reasonable period of time; provided, however, necessary or desirable repairs and maintenance of the Leased Property will be prioritized along with the other Las Cruces Public Schools' properties in a reasonable manner by LCPS, with equal consideration given to the Leased Property and all other Las Cruces Public Schools' properties in the process of prioritizing the needs of the various properties. Without limiting the foregoing, LCPS will include the Leased Property in LCPS' Facility Master Plan in accordance with Section 11.3 and in LCPS' facility management information system and consider the maintenance and repair needs of the Leased Property on a par with all other Las Cruces Public Schools' properties, in a manner consistent with LCPS' Facility Master Plan and the funding available for the implementation of the Facility Master Plan.

12. UTILITIES AND INSURANCE.

12.1 LCPS's Property Insurance. LCPS at its expense shall carry property insurance through the New Mexico Public School Insurance Authority ("NMPSIA") insuring the Leased Property at its full replacement value throughout the Lease Term, including any Renewal Term, and insuring all of its personal property, including any fixtures owned by LCPS, located at the Leased Property.

12.2 Charter School's Property Insurance. Charter School at its expense shall insure itself against loss or damage to Charter School's personal property, including fixtures, owned by the Charter School located at the Leased Property. The Charter School shall, at its own expense, obtain and maintain all other insurance coverage required of it pursuant to Section 6.20.2.20 NMAC, including without limitation adequate commercial general liability insurance and workers compensation insurance.

12.3 Casualty Loss. If during the Lease Term, including any Renewal Term, the Leased Property is rendered unusable by Charter School as a result of fire or any

other casualty, whether in whole or in part, and the Charter School vacates the Leased Property or portion thereof affected by casualty damage, then Charter School's obligation to pay rent shall abate during such period in proportion to Charter School's loss of use of the Leased Property but only to the extent that the Charter School actually vacates the Leased Property or portions thereof. In the further event that restoration of the Leased Property is impossible within ninety (90) days after such occurrence, then the Charter School may terminate this Lease upon sixty (60) days prior written notice to LCPS.

12.4 Utilities Payable by Charter School. The Charter School, at its expense, shall pay all the charges for utility services to the Leased Property, including water, electricity, natural gas, telephone and internet services and refuse collection. The Charter School shall pay utility charges directly to the charging entity.

13. INSPECTION OF THE LEASED PROPERTY. LCPS and its duly authorized agent shall have the right (but not the obligation), on reasonable advance notice to the Charter School, at all reasonable times, at its expense, to examine and inspect the Leased Property (subject to such regulations as may be imposed by the Charter School for safety or security purposes). Upon reasonable advance notice, LCPS and its duly authorized agent shall also be permitted (but shall have no obligation), at all reasonable times, to examine the books, records, reports and other papers of the Charter School with respect to the Leased Property.

14. INDEMNITY AND RELATED PROVISIONS.

14.1 The Charter School, not LCPS, shall be liable for any claims attributable to any injury to any person, or for any loss of or damage to any property (including damage to property of the Charter School or any third party) occurring on the Leased Property from any cause whatsoever ("Claims"), except to the extent caused by the negligence or willful misconduct of LCPS or its employees, agents, contractors, licensees or invitees, or from LCPS's breach of its obligations under this Lease. To the extent permitted by law and subject to the immunities provided by law, including those provided in the New Mexico Tort Claims Act, the Charter School shall indemnify, defend and save harmless LCPS, its officers, agents, employees and contractors from all losses, damages, fines, penalties, liabilities and expenses (including LCPS' personnel and overhead costs and attorneys' fees and other costs incurred in connection with such Claims, regardless of whether claims involve litigation or bankruptcy) resulting from any injury to any person or from any loss of or damage to any property occurring on the Leased Property and attributable to the acts or omissions of the Charter School, its employees, agents, contractors, licensees or invitees or to Charter School's breach of its obligations under this Lease. Charter School agrees that, to the extent permitted by law and subject to the immunities provided by law, the foregoing indemnity specifically

covers claim and actions brought by its employees against LCPS. The indemnification provided for in this Section with respect to acts or omissions during the Lease Term shall survive the termination or expiration of this Lease. Charter School shall promptly notify LCPS of casualties or accidents occurring on or about the Leased Property. Notwithstanding the foregoing, if Claims arise from the concurrent negligence of LCPS and the Charter School or their respective employees, agents, contractors, invitees and licensees, Charter School shall indemnify LCPS only to the extent of Charter School's own negligence or that of its employees, agents, contractors, invitees and licensees, to the extent permitted by law and subject to the immunities provided by law.

- 14.2 To the extent permitted by law and subject to the immunities provided by law, including those provided in the New Mexico Tort Claims Act, LCPS shall indemnify, defend and save harmless the Charter School, its officers, agents, employees and contractors from any claims attributable to any injury to any person, or for any loss of or damage to any property (including damage to property of LCPS or any third party) occurring on the Leased Property to the extent caused by the negligence or willful misconduct of LCPS or its employees, agents, contractors, licensees or invitees, or from LCPS' breach of its obligations under this Lease ("Indemnified Claims") (including the Charter School's personnel and overhead costs and attorneys' fees and other costs incurred in connection with such Indemnified Claims, regardless of whether the Indemnified Claims involve litigation or bankruptcy) but only to the extent attributable to the negligent acts or omissions or willful misconduct of LCPS, its employees, agents, contractors, licensees or invitees or to LCPS' breach of its obligations under this Lease. LCPS agrees that, to the extent permitted by law and subject to the immunities provided by law, the foregoing indemnity specifically covers claim and actions brought by its employees against the Charter School. The indemnification provided for in this Section with respect to acts or omissions during the Lease Term shall survive the termination or expiration of this Lease. Notwithstanding the foregoing, if Claims arise from the concurrent negligence of LCPS and the Charter School or their respective employees, agents, contractors, invitees and licensees, LCPS shall indemnify the Charter School only to the extent of LCPS' negligence or the negligence of its employees, agents, contractors, invitees and licensees and only to the extent permitted by law and subject to the immunities provided by law.

15. DEFAULT; EVENTS OF DEFAULT DEFINED

- 15.1 Any of the following shall constitute an "Event of Default" under this

Lease:

(a) failure by the Charter School to vacate the Leased Property by the end of the current fiscal year after an Event of Nonappropriation (as defined above) has occurred affecting the following fiscal year;

(b) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of the Charter School in all or any portion of the Leased Property made without written approval by LCPS, which approval may be granted or withheld in its sole discretion; or

(c) failure by either party to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice for a failure that can be cured by payment of money (i.e., a "Monetary Default") and forty-five (45) days after written notice for a default that cannot be cured by the payment of money ("Non-Monetary Default"). If it is not possible for a Non-Monetary Default to be cured within a 45-day period, then the non-defaulting party shall not withhold its consent to an extension of such cure period for up to ninety (90) days if corrective action was promptly instituted prior to the expiration of the 45-day period and diligently and continuously pursued.

15.2 The provisions of this Section are subject to the following limitations:

(a) the Charter School shall be obligated to pay Base Rentals and Additional Rent only during the Lease Term and any period thereafter during which it continues to occupy the Leased Property; and

(b) if performance of any covenant, condition or agreement under this Lease is delayed as a result of an event or circumstance beyond the control of a party (a "Force Majeure Event"), which shall include without limitation governmental actions or inaction (including a failure of the PSCOC timely funding distributions of lease assistance payments to the Charter School), inclement weather, acts of god or any other event or circumstance beyond the control of the affected party, then the time for performance shall be extended day-for-day for each day that the performance is unavoidably prevented by the Force Majeure Event.

16. REMEDIES ON DEFAULT.

16.1 Whenever any Event of Default occurs with respect to this Lease, the non-defaulting party shall notify the defaulting party of said Event of Default in writing of the default and include in the notice of default that the party has thirty (30) days to cure a

Monetary Default and forty-five (45) days to cure a Non-Monetary Default, subject to unavoidable delay caused by Force Majeure Events (as defined above). A party shall not exercise any remedies available to for an Event of Default until the applicable cure period provided for in this paragraph has elapsed. A non-defaulting party shall not impair the defaulting party's opportunity to cure the Event of Default.

16.2 If a noticed Event of Default is not cured within the time allowed then the non-defaulting may elect to pursue any remedy available at law or in equity, including without limitation any one or any combination of the following remedies:

(a) terminate the Lease by written notice to the other party, with such termination being effective at least sixty (60) days after the date of the written notice, and recover damages for the breach of this Lease. The Charter School shall vacate the Leased Property as of the effective date of the termination;

(b) with respect a default by the Charter School, terminate the Charter School's possession of the Leased Property by written notice to the Charter School, with such termination being effective at least sixty (60) days after the date of the written notice, reenter the Leased Property and re-lease the Leased Property on account of Charter School and apply the collected rents to the costs of collection and re-leasing and then to any unpaid Base Rentals, Additional Rent and other charges, which is then due and payable, or which may thereafter become due and payable;

(c) cure the default at the defaulting party's expense and, with respect to a LCPS default, withhold, reduce or offset such amount against any payments of Base Rent, Additional Rent or any other charges due and payable to LCPS under this Lease;

(d) enforce any provision of this Lease by seeking an equitable remedy including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under this Lease 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.

17. HOLDOVER. Any holding over by Charter School after the expiration or termination of the Lease Term, including any Renewal Term, shall be construed as a tenancy at sufferance terminable by LCPS at any time with thirty (30) days prior notice, and subject to all of the covenants, conditions, provisions and obligations of this Lease, including without limitation the obligation to pay Base Rentals and Additional Rent.

18. ASSIGNMENT AND SUBLETTING. The Charter School shall not assign the Lease or sublet the Leased Property or permit a third party to use and occupy the Leased Property without LCPS's prior written consent, which may be granted or withheld in its sole discretion, except as provided in the following sentence. The Charter School may make the auditorium and other portions of the Leased Property available for events sponsored by the Charter School or LCPS without charge and may make the auditorium and adjacent kitchen facilities and other portions of the Leased Property available to individuals and organizations for private events, for a reasonable fee, subject to and in compliance with LCPS' building use policies and procedures applicable to the use of LCPS facilities and other terms and conditions that may be imposed by the Charter School (e.g., sufficient cash damage deposits, restrictions on amplified sound, etc.). Any prohibited assignment, sublease, license, use permit or occupancy permit shall be void.

19. WAIVER. Failure of LCPS or the Charter School to insist upon the strict performance of any provision or to exercise any remedy shall not be construed as a waiver of the future performance of any such provision or the right to exercise such remedy. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing and signed by the waiving party. No payment by Charter School or receipt by LCPS of an amount less than the Base Rentals shall be deemed to be other than on account of the most delinquent amount of Base Rental, Additional Rent or other amounts then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Base Rentals be deemed an accord and satisfaction, and LCPS may accept such check or payment without prejudice to LCPS's right to recover the balance of such Base Rentals or other amounts or pursue any other remedy provided in this Lease. Neither acceptance of the keys nor any other act or thing done by LCPS or any agent or employee of LCPS during the Lease Term, including any Renewal Term, shall be deemed to be an acceptance of a surrender of the Leased Property, which may be implemented only by an agreement in writing signed by LCPS, accepting or agreeing to accept such a surrender.

20. SIGNAGE. The Charter School's signage currently on the Leased Property is deemed approved by LCPS. With LCPS' prior written approval, Charter School may install additional signage on the Leased Property or modify the existing signage on the Leased Property, at Charter School's sole expense, so long as the signage complies with applicable governmental regulations.

21. REQUIREMENTS FOR LESSEE'S RENEWAL. Charter School acknowledges that Charter School will only be allowed to renew the Lease if there is no uncured default under the terms of this Lease. Charter School hereby acknowledges that Charter School has assumed all of its obligations for compliance with this Lease.

22. NON-APPROPRIATION – BATEMAN ACT. In accordance with NMSA Section 6-6-11 and the New Mexico Constitution, Article IX, Section 11, if the performance of

any of LCPS' obligations under this Lease require the expenditure of funds those obligations are contingent upon sufficient appropriations and authorization being made by LCPS for the performance of this Lease; provided however, such lack of sufficient appropriations and authorization shall not entitle LCPS to terminate this Lease. Nothing in this Section shall be interpreted as limiting the Charter School's right to terminate this Lease should an Event of Non-Appropriation occur with respect the Charter School, in accordance with Section 5.1 above.

23. MISCELLANEOUS PROVISIONS.

23.1 Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm, partnership, association, or any other similar entity.

23.2 The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

23.3 This instrument is an integrated writing and supersedes any oral statements or representations or prior written matter not contained in this instrument. This instrument may not be modified orally or in any other manner other than by an agreement in writing signed by all the parties to this Lease or their respective successors in interest or permitted assigns.

23.4 Time is of the essence of each term and provision of this Lease.

23.5 Days shall mean "calendar days" unless otherwise defined. If the date set for performance under this Lease falls on a day that is a Saturday, Sunday or federal holiday, then the date shall be extended to the next day that is not a Saturday, Sunday or federal holiday.

23.6 Charter School represents that it has not had any dealings with any realtor, broker, or agent in connection with the negotiation of this Lease and agrees to pay and to hold LCPS harmless from any cost, expense, or liability for any compensation, commission, or charges claimed by any realtor, broker, or agent claiming to represent Charter School, with respect to this Lease or the negotiation of this Lease. LCPS agrees to hold Charter School harmless from any cost, expense, or liability for any compensation, commission, or charges claimed by any realtor, broker, or agent claiming to represent LCPS with respect to this Lease or the negotiation of this Lease.

23.7 Each provision to be performed by Charter School or LCPS shall be construed to be both a covenant and a condition.

23.8 All rights and obligations under this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto. Each person executing this Lease represents that he or she is an agent or representative of a party hereto duly authorized to execute this Lease on behalf of such party and to bind that party to the performance of such party's obligations hereunder and the he or she has no authority to bind either parties' employees, officers, directors, board members or governing council members, their successor or assigns, individually to the obligations of this Lease.

23.9 All covenants, stipulations, promises, agreements and obligations of LCPS or the Charter School, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Charter School or LCPS, as the case may be, and not of any member, director, officer, employee, servant or other agent of the Charter School or LCPS 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 Charter School or LCPS or any natural person executing this Lease or any related document or instrument.

23.10 No notice or other communication given in connection herewith shall be validly given, unless in writing and delivered in person or sent by a nationally recognized delivery service or by registered or certified United States mail to the address set forth in Section 23 or to such other addresses as LCPS or Charter School may from time to time designate in writing and deliver to the other. Notices or other communications shall be deemed given or received upon delivery, if delivered in person, or upon forty eight (48) hours after deposit in the mail, if delivered by mail or by an express mail service.

23.11 If any provision of this Lease or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

23.12 Anything to the contrary herein notwithstanding, Charter School is not LCPS's agent, partner or representative for any purpose whatsoever, nor is LCPS the Charter School's agent, partner or representative for any purpose whatsoever.

23.13 The rights and remedies of Charter School and LCPS under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed at law or in equity. All indemnities and other similar obligations of either party hereunder which by their nature extend beyond the expiration or earlier termination of this Lease shall survive such expiration or earlier termination, and shall be enforceable to the extent permitted by applicable law.

23.14 If a party ("Defaulting Party") fails to perform any covenant, obligation, duty or agreement ("Obligations") under this Lease, or otherwise breaches this Lease and fails to cure such breach after notice thereof within the applicable cure period, the other party ("Non-Defaulting Party") may, at its option, perform such Obligations or undertake such cure at the Defaulting Party's expense, and Defaulting Party shall reimburse the Non-Defaulting Party for the costs incurred by the Non-Defaulting Party in connection therewith within thirty (30) days after receipt of a demand for reimbursement together with documentation reasonably substantiating the costs incurred.

23.15 Amounts due to a party under the terms of this Lease that are not paid within thirty (30) days after the date due shall bear interest at the rate of ten percent (10%) per annum from the date due until paid.

23.16 This Lease may be executed in counterparts, and each counterpart will be deemed to be an original that together will constitute a single instrument.

23.17 Each party shall remain eligible and receive all capital outlay distributions to which it is entitled in accordance with state law except as expressly provided in this Lease.

23.18 The Parties hereby acknowledge that each of them has read and understands the terms and conditions of the Lease, has had an opportunity to consult with independent legal counsel and to affirmatively participate in the drafting of this Lease. Each Party enters into this Lease freely and with a full understanding of all of its terms and conditions, and accordingly, in the event of a dispute over the meaning of this Lease or the intent of the Parties, no provision herein shall be construed against either Party as the drafter thereof.

23.19 Each party represents to the other that it has full power and authority to enter into this Lease; that all actions necessary for the execution of this Lease have been taken; and that each person signing below has been duly authorized to sign this Lease and bind such party to all of its terms, provisions and conditions.

23.20 This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between LCPS and Charter School respecting the Leased Property. No alteration, amendment, modification, change, or addition to this Lease shall be binding upon LCPS and Charter School, unless reduced to writing and signed by LCPS and Charter School.

24. NOTICES. All notices must be sent in writing to:

to LCPS at: Las Cruces Public Schools
Attn. Stan Rounds, Superintendent

505 South Main
Las Cruces, NM 88001
Fax: 575-527-5972

with a copy to: Cuddy & McCarthy, LLP
1701 Old Pecos Trail
Santa Fe, NM 87505
Fax: 505.954.7373

to Charter School at: Alma d'arte Charter High School
Attn: Principal
402 W. Court Ave.
Las Cruces, NM 88005
Fax: 505.527.5329

with a copy to: Matthews Fox, P.C.
1925 Aspen Drive, Suite 301A
Santa Fe, NM 87505
Fax: 505.474.3727

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written above.

(signatures on following pages)

LESSOR:

BOARD OF EDUCATION OF THE LAS
CRUCES PUBLIC SCHOOL DISTRICT #2

By: Bonnie Votaw

Name: BONNIE VOTAW

Title: BOARD PRESIDENT

ACKNOWLEDGMENT

STATE OF NEW MEXICO)

COUNTY OF DONA ANA)

The foregoing instrument was acknowledged before me this 16th day of SEPTEMBER 2014, by BONNIE VOTAW, as PRESIDENT [title] for and on behalf of the Board of Education of the Las Cruces Public School District #2, the governing body of a local political subdivision of the State of New Mexico.

M. Tina Gonzalez
Notary Public

My commission expires: 3-22-2016



OFFICIAL SEAL
M. TINA GONZALEZ
NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires: 3-22-2016

LESSEE:

GOVERNING COUNCIL OF ALMA D'ARTE
CHARTER HIGH SCHOOL

By:

Name:

Title:

Gene H Elliott

GENE H ELLIOTT

President

ACKNOWLEDGMENT

STATE OF NEW MEXICO)

COUNTY OF)

Bona Ana)

The foregoing instrument was acknowledged before me this 11th day of September 2014, by Gene H Elliott, as President [title] for and on behalf of the Governing Council of Alma d'arte Charter High School, the governing body of a validly existing State-chartered public charter school.

Alvarez F. Abreger
Notary Public

My commission expires: 02-08-2018

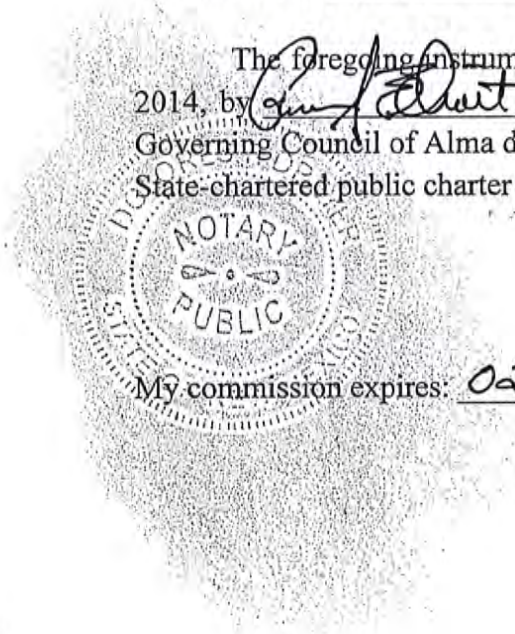


EXHIBIT A

CHARTER SCHOOL CAMPUS

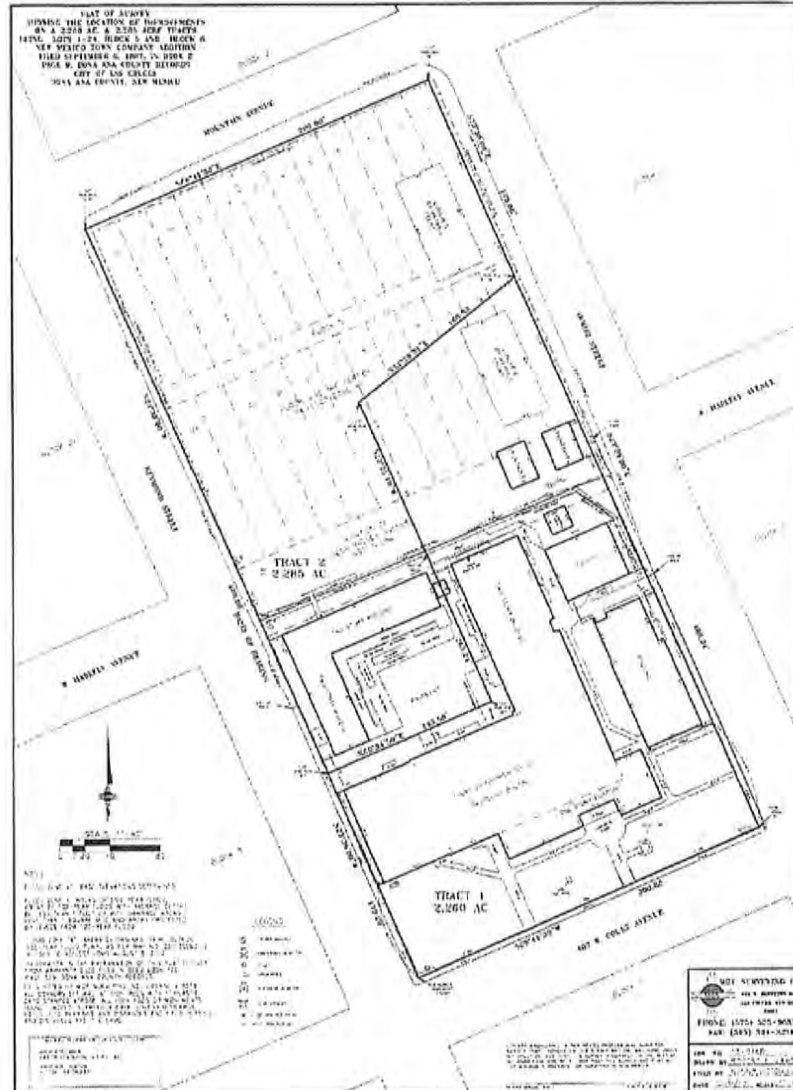
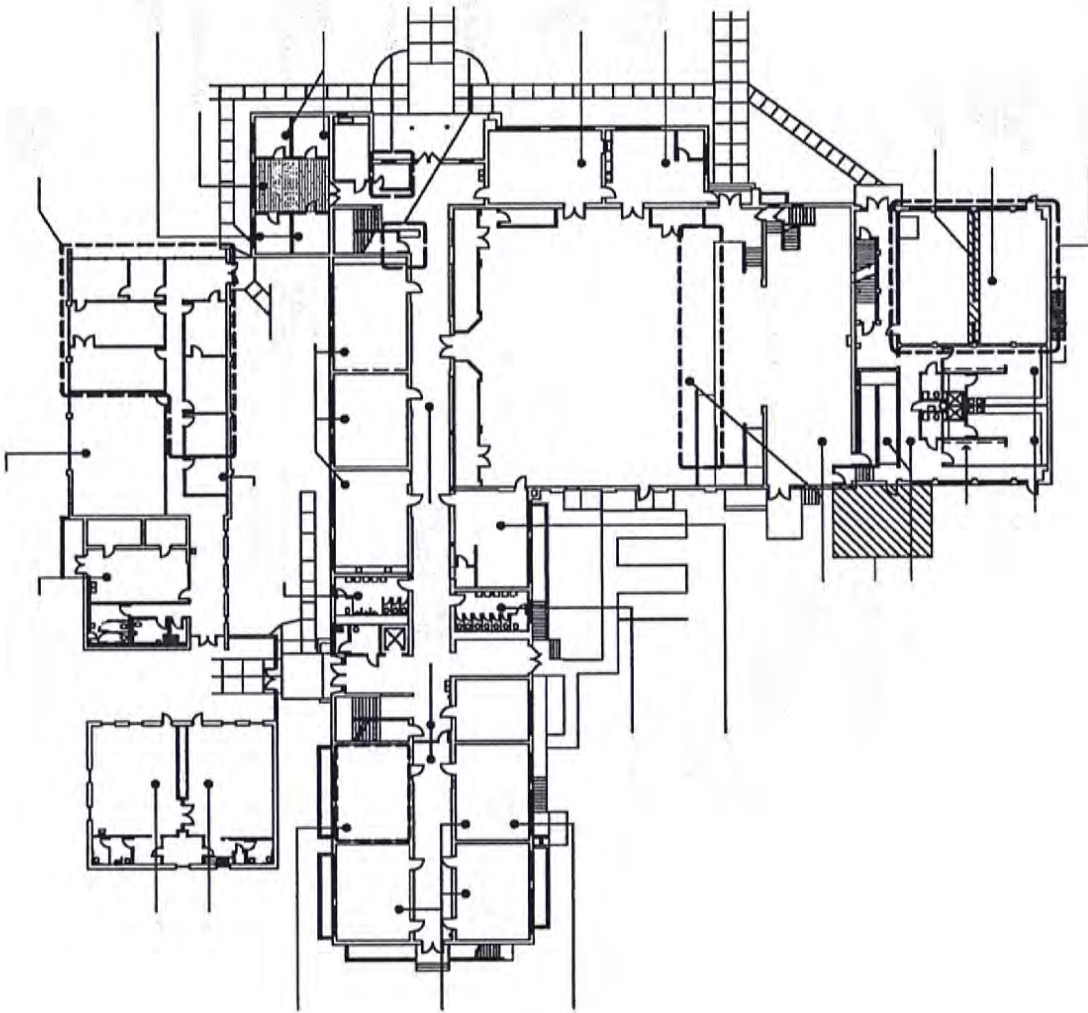


EXHIBIT B

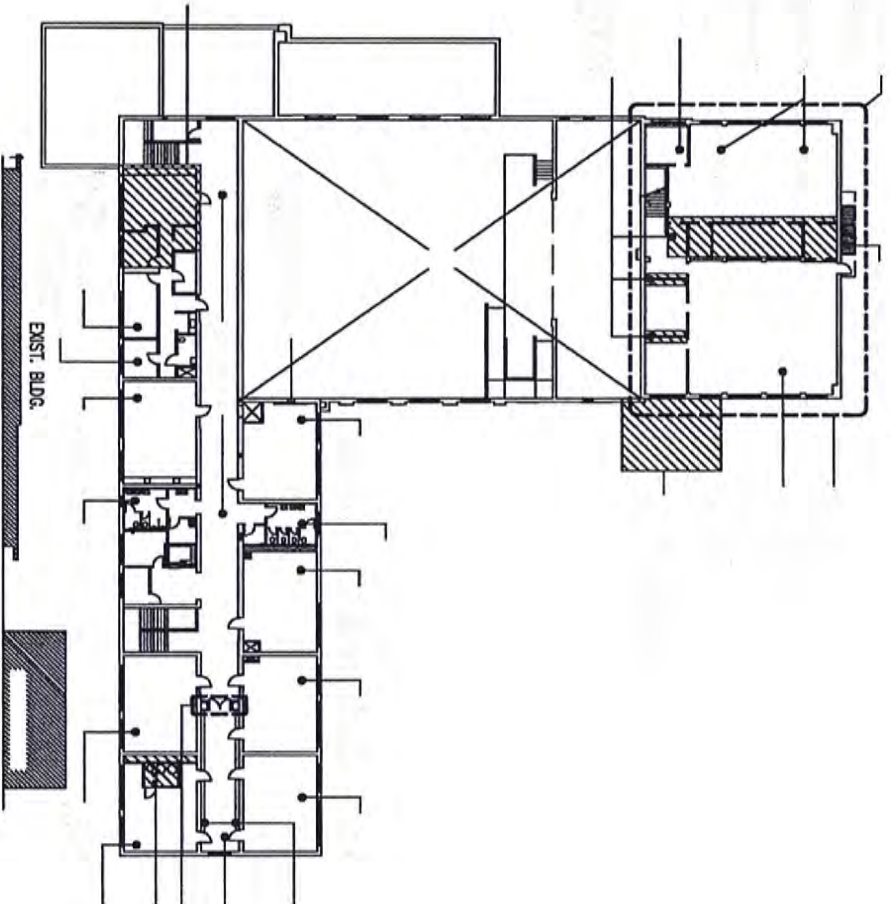


GENERAL NOTES

ALMA D' ARTE



GENERAL NOTES



ALMA D' ARTE





May 28, 2019

New Mexico Public Education Department
Options for Parents/Charter Schools Division
300 Don Gawpar, Room 301
Santa Fe, New Mexico 87501

Re: Alma d'arte Charter School
Fiscal Year Audit Ending June 30, 2019

Dear PED:

In accordance with a request from Alma d'arte Charter School, we provide the following information:

1. Policies in force during the period **7/1/18 through 6/30/19**

PROPERTY INSURANCE

Lexington Insurance Company
Policy Number MOC NO. P0021
\$149,500,000 each occurrence, excess of \$750,000 Self-Insured Retention (Self-Insured Retention is the responsibility of New Mexico Public Schools Insurance Authority).
Covers buildings, contents, equipment and vehicles of Alma d'arte Charter School subject to a \$1,000 deductible each occurrence, which is the responsibility of the district. The Named Insured is Alma d'arte Charter School, and 202 additional members of the New Mexico Public Schools Insurance Authority.

LIABILITY INSURANCE

Great America Reinsurance
Policy Number MOC NO. L0021
\$9,500,000 excess of \$750,000 Self-Insured Retention, each occurrence (Self-Insured Retention is the responsibility of New Mexico Public Schools Insurance Authority)
Coverage is provided for General, Automobile, Civil Rights and other miscellaneous liabilities up to the limits provided for under the Tort Claims Act. Additional limit is available for liability incurred in foreign jurisdictions. The Named Insured is Alma d'arte Charter School, its employees, board members, volunteers and others whom the district may be contractually obligated to name as an insured. The policy also provides coverage for 202 other members of the New Mexico Public Schools Insurance Authority. Refer to the Summary of Coverage for more detail as to coverage and limits.

The combined annual premium for Property and Liability: \$ 16,008



WORKERS' COMPENSATION INSURANCE

Safety National Casualty Corporation

Policy Number SP 4055030

Statutory coverage applies excess of the \$750,000 Self-Insured Retention, which is the responsibility of the New Mexico Public Schools Insurance Authority.

There is no Member deductible.

The annual premium: \$ 18,044

EQUIPMENT BREAKDOWN INSURANCE

Liberty Mutual Company

Policy Number YB2-L9L-465931-018

Coverage provided for mechanical and other perils related to boilers, heating and air conditioning equipment, electrical apparatus, etc. up to a limit of \$50,000,000 each occurrence and \$2,500 deductible.

The annual premium: \$ NOT APPLICABLE

STUDENT ACCIDENT MANDATORY CATASTROPHIC INSURANCE

Ace American Insurance Company

Mandatory Catastrophic Insurance

Coverage is provided for students participating in New Mexico Activities Association (NMAA) sponsored events from Grades 7-12.

For the 2018/2019 policy, there is a \$5,000,000 limit per accident, **subject to a \$25,000 deductible.**

The annual premium: NOT APPLICABLE

STUDENT ACCIDENT VOLUNTARY CATASTROPHIC INSURANCE

Ace American Insurance Company

Policy Number **NOT APPLICABLE**

This coverage provides the opportunity for schools to extend the catastrophic insurance to all students for all other school activities during the school year. For the 2018/2019 policy, there is a \$5,000,000 limit per accident, **subject to a \$25,000 deductible.**

The annual premium: \$ NOT APPLICABLE



EXCESS EMPLOYEE FIDELITY/FAITHFUL PERFORMANCE INSURANCE

Berkley Regional Insurance Company
Policy Number BGOV-45001509-23
Excess Fidelity Insurance Coverage

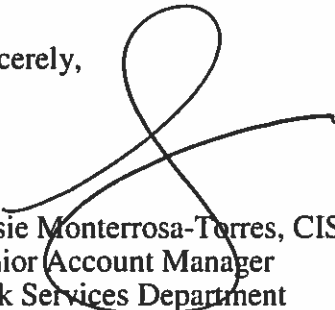
Excess Fidelity Insurance Coverage covers losses caused by failure of any employee to faithfully perform his or her duties as prescribed by law as well as losses caused by forgery or alteration of checks, drafts, promissory notes or orders to pay moneys that are drawn upon your accounts by someone acting as your agent. \$2,250,000 limit subject to a \$250,000 deductible.

The annual Premium: \$ NO COST TO MEMBER

2. Alma d'arte Charter School is not entitled to any refunds or rebates on the above policies; there are no assessments or other amounts (including premium amounts) due for this period.
3. See attached claims information (if applicable) for the policy period of July 1, 2018 to June 30, 2019.

If you need any further information, please do not hesitate to contact us directly.

Sincerely,



Jessie Monterrosa-Torres, CISR
Senior Account Manager
Risk Services Department

cc: Patrick Sandoval, NMPSIA



May 30, 2018

Kate Shelton
Alma d'Arte Charter High School
402 W. Court Avenue
Las Cruces, NM 88005

RE: Evidence of Coverage

Dear Ms. Shelton,

Please allow this letter to serve as confirmation that Alma d'Arte Charter High School is a member participant of the New Mexico Public School Insurance Authority (NMPSIA). Both comprehensive risk management services and insurance coverage are provided to Members. Currently, in force (but not limited to) are the following coverages:

- Crime/Employee Dishonesty - \$2,000,000 Per Occurrence limit
- General Liability including School Board Legal Liability (Errors and Omissions)
- Employment Practice Liability and Directors and Officers (D&O) coverage
- Automobile Liability

This insurance is provided by (NMPSIA) with coverage commencing from July 1, 2018 to July 1, 2019.

We truly appreciate the opportunity to be of service to your insurance and risk management needs. If you have any questions or concerns, please do not hesitate to contact me directly.

Sincerely,

Jessie Monterrosa, CISR
Senior Account Manager, Risk Services
818-449-9369



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Ave. #400 Woodland Hills CA 91367	CONTACT NAME: Risk Services PHONE (A/C, No, Ext): (800) 578-8802 E-MAIL ADDRESS: rservices@pomsassoc.com PRODUCER CUSTOMER ID: 00016280	FAX (A/C, No): (818) 449-9449
INSURED New Mexico Public Schools Insurance Authority Member: 410 Old Taos Highway Santa Fe NM 87501	INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Regional Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #

COVERAGES **CERTIFICATE NUMBER:** Alma d'Arte Charter High **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY					
	CAUSES OF LOSS	DEDUCTIBLES			BUILDING	\$
		BUILDING			PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC				BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD	CONTENTS			EXTRA EXPENSE	\$
	<input type="checkbox"/> SPECIAL				RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE				BLANKET BUILDING	\$
	<input type="checkbox"/> WIND				BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD				BLANKET BLDG & PP	\$
					Contents	\$
						\$
	<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY				\$
	CAUSES OF LOSS					\$
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER				\$
						\$
A	<input checked="" type="checkbox"/> CRIME				<input checked="" type="checkbox"/> Employee Theft	\$ 2,000,000
	TYPE OF POLICY	BGOV-45001509-23	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> Forgery or Alteration	\$ 2,000,000
					<input checked="" type="checkbox"/> Faithful Performanc	\$ 1,000,000
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Crime Coverage- Faithful Performance of Duty Coverage for Governmental Employees and Employee Theft for Alma d'Arte Charter High School

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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