

Charter Contract Between the
New Mexico Public Education Commission
And
CESAR CHAVEZ COMMUNITY SCHOOL

This Charter Contract, (the "Contract"), is hereby entered into by and between the New Mexico Public Education Commission, (the "Commission"), and Cesar Chavez Community 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 Anacelie Verde-Claro and Tani Arness, 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, 2024. 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. Cesar Chavez Community School offers intensive support to students entering or reconnecting to high school through flexible and personalized programs during non-traditional hours. We prepare our graduates for their next steps, including education, training, work, family, and participation in the community.
 - 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 300 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 is 370.
- 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**
 - i. The school has a relationship with Cesar Chavez Community School Education Foundation, 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:

I. CCCS offers individualized, flexible scheduling and a high level of individual support to help students connect or reconnect with school and earn a diploma. With nine years' experience serving this population, we are convinced that having the students prepared and poised for their next steps beyond graduation is one of the most crucial long-term services we can provide. Thus all that is included in the renewal priorities will contribute to this final, overarching goal for preparing CCCS students for their next step.

II. CCCS Key Commitments:

- Small classes will be maintained (average 17:1);
- Students will have an assigned mentor who will implement the CCCS mentoring program;
- Student progress will be tracked, as appropriate to each student's needs, challenges and goals, by assessing credit completion, rate/timeliness of credit completion, attendance, behavior, scheduling, etc.
- Higher-level thinking, problem-solving and life applications will be incorporated into curriculum planning and instruction using strategies such as Paideia Seminar;
- Community service, service learning, work experience and/or experiential learning will be offered to students at CCCS;
- Teen parenting support will be provided through social work, parenting curriculum and community resources.

III. Key Commitments for Staff:

- CCCS will schedule training and in-service days for staff;
- Staff development will include training in strategies focused on areas such as higher-level thinking, problem-solving, life applications, and trauma-informed strategies

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):

Cesar Chavez Community School
1325 Palomas Dr SE
Albuquerque, NM 87108

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 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.
 - 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:

Anacelie Verde-Claro, Governing Body President
136 Chama Street NE
Albuquerque, NM 87108
averdeclaro@hotmail.com
505-453-1134

Tani Arness, Principal,
1325 Palomas Dr SE
Albuquerque, NM 87108
tarness@cesarchavezcharter.net
505-877-0558

NM Public Education Commission:

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

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.

CESAR CHAVEZ COMMUNITY SCHOOL

Executed this 28th day of May 2019.

By _____

Tami Arana, Charter Representative for Cesar Chavez Community School

NEW MEXICO PUBLIC EDUCATION COMMISSION

Executed this _____ day of _____ 20____.

By _____

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

Certification of Board Vote

Highlight and replace all capitalized text below.

Certificate Of Governing Body Vote

This document certifies that on DATE at TIME AM OR PM a meeting of the Governing Body of NAME OF SCHOOL a New Mexico public charter school, was held at LOCATION in CITY, STATE 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 NUMBER in favor and NUMBER opposed to WORDING OF THE MOTION.

The members voting in favor were: LIST BOARD MEMBERS IN FAVOR

The members voting in opposition were: LIST BOARD MEMBERS OPPOSED

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

John Krone

Signature of Individual Authorized To Certify the Vote (Secretary or Other Officer)

NAME OF CERTIFYING OFFICER

TITLE OF OFFICER

DATE SIGNED



New Mexico Public Education Commission Charter Performance Review and Accountability System

Cesar Chavez Community 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.

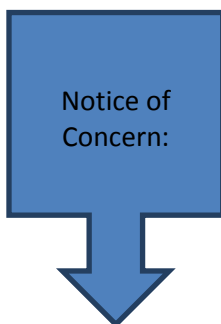
Intervention Ladder

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.

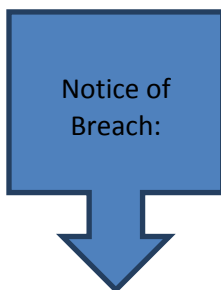


PEC will issue a Notice of Concern at a properly noticed public meeting. PEC's authorized representative(s) shall provide schools notice that they will be appearing on the PEC's agenda for the purposes of issuing a Notice of Concern at least 10 days prior to the meeting. As part of issuing a Notice of 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 Goals for CESAR CHAVEZ COMMUNITY SCHOOL

Goal #1: CCCS graduates from the prior school year will be employed fulltime, enrolled in two-year or four-year post-secondary education, job training or certification program, full-time parenting, and/or enlisted in armed services as measured by post graduate surveys administered to at least 75% of prior graduates during the fall semester of the current year.

Measure Rating Category	<u>Description of Target for this Performance Level</u>	Points Assigned
<i>Exceeds Standard</i>	86% or more of prior year graduates follow through in at least one of the post-graduate categories.	100
<i>Meets Standard</i>	75-85% of those follow through in at least one of the post-graduate categories.	75
<i>Does Not Meet Standard</i>	50-74% of prior year graduates follow through in at least one of the post-graduate categories.	25
<i>Falls Far Below Standard</i>	Less than 50% of prior year graduates follow through in at least one of the post-graduate categories.	0

Goal #2: Goal #2: Seniors who were enrolled on the 40th day will be prepared for their next step in life. Success will be demonstrated by their completion of one or more of the following: Work Keys Certificate, acceptance to post-secondary education, credentialed training, or military service, or combined score of 125 on Classic Accuplacer Reading and Sentence Skills or score of 26 or higher on Classic Accuplacer Elementary Algebra.

Measure Rating Category	1. <u>Description of Target for this Performance Level</u>	Points Assigned
<i>Exceeds Standard</i>	95% or more of Seniors follow through in at least one of the post-graduate categories.	100
<i>Meets Standard</i>	75-94% of Seniors follow through in at least one of the post-graduate categories.	75
<i>Does Not Meet Standard</i>	50-74% of Seniors follow through in at least one of the post-graduate categories.	25
<i>Falls Far Below Standard</i>	Less than 50% of Seniors follow through in at least one of the post-graduate categories.	0

*Accuplacer Score goals are to be re-negotiated as needed as CNM requirements evolve over time.

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 REQUIREMENTS		
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.

**Memorandum of Understanding
Between Cesar Chavez Community School and CCCS Educational Foundation**

This Memorandum of Understanding (the "Memorandum") is made on September 08, 2016, by and between Cesar Chavez Community School Education Foundation, of 1325 Palomas Dr. SE, Albuquerque, New Mexico 87108 (hereinafter referred to as "CCCS Foundation") and Cesar Chavez Community School, of 1325 Palomas Dr. SE, Albuquerque, New Mexico 87108 (hereinafter referred to as "CCCS") for the purpose of achieving the various aims and objectives relating to the Support of Cesar Chavez Community School (the "Project").

WHEREAS CCCS Foundation and CCCS desire to enter into an agreement in which CCCS Foundation and CCCS will work together to complete the Project;

AND WHEREAS CCCS Foundation and CCCS are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Support of Cesar Chavez Community School between CCCS Foundation and CCCS.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:
Support of Cesar Chavez Community School

- a. Services to be rendered by CCCS Foundation include
Support Cesar Chavez Community School. Support school mission. Act as Lessor in Lease to Purchase Agreement, and sublease to Cesar Chavez Community School for as long as beneficial to the school.
- b. Services to be rendered by CCCS include
Cesar Chavez Community School agrees to abide by all state and federal laws and requirements while working to achieve its mission to serve students and families.

**Memorandum of Understanding
Between Cesar Chavez Community School and CCCS Educational Foundation**

Resources

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions during the development of the Project.

- a. CCCS Foundation agrees to provide the following financial, material and labor resources in respect of the Project:
All cash and/or financial assets accrued by the CCCS Foundation will support Cesar Chavez Community School and its mission
- b. CCCS hereby agrees to provide the following financial, material and labor resources in respect of the Project:
Cesar Chavez Community School will make regular payments to the CCCS Foundation in order to create and maintain an appropriate building maintenance fund for the school facilities. Amounts to be paid by school will be negotiated with the foundation annually.

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from September 08, 2016 until dissolution of either party. The term can be extended only by agreement of all of the Partners.

Memorandum of Understanding
Between Cesar Chavez Community School and CCCS Educational Foundation

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of New Mexico.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the parties obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.

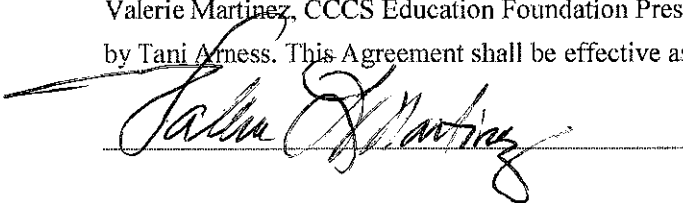
**Memorandum of Understanding
Between Cesar Chavez Community School and CCCS Educational Foundation**

- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.


The following Partners support the goals and objectives of the Support of Cesar Chavez Community School:

Signatories

This Agreement shall be signed on behalf of Cesar Chavez Community School Education Foundation by Valerie Martinez, CCCS Education Foundation President, and on behalf of Cesar Chavez Community School by Tani Arness. This Agreement shall be effective as of the date first written above.

A handwritten signature in cursive script, appearing to read "Valerie Martinez", is written over a horizontal line.

Cesar Chavez Community School Education Foundation
By Valerie Martinez, CCCS Education Foundation President

A handwritten signature in cursive script, appearing to read "Tani Arness", is written over a horizontal line.

Cesar Chavez Community School
By Tani Arness, CCCS Executive Director/Principal

CESAR CHAVEZ COMMUNITY SCHOOL EDUCATION FOUNDATION

"A Public Charter High School"

CCCS CONFLICT OF INTEREST DISCLOSURE STATEMENT

Preliminary note: In order to be more comprehensive, this statement of disclosure/questionnaire also requires you to provide information with respect to certain parties that are related to you. These persons are terms "affiliated persons" and include the following:

- a. your spouse, domestic partner, child, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister or sister-in-law;
- b. any corporation or organization of which you are a board member, an officer, a partner, participate in management or are employed by, or are, directly or indirectly, a debt holder or the beneficial owner of any class of equity securities; and
- c. any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

1. NAME OF Foundation Board Member

Nathan Everett
(Please print)

2. CAPACITY:

☒ Foundation board member
☐ head administrator

3. Have you or any of your affiliated persons provided services or property to CCCS or CCCS staff members in the past year?

☐ YES

☒ NO

If yes, please describe the nature of the services or property and if an affiliated person is involved, the identity of the affiliated persons and your relationship with that person:

DEAN OF STUDENTS CCCS.

4. Please indicate whether you or any of your affiliated persons had any direct or indirect interest in any business transaction(s) in the past year to which CCCS was or is a party? (e.g. vendor contracts, equipment leases, etc.)

☐ YES

☒ NO

If yes, describe the transaction(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

5. In the past year, did you or any of your affiliated persons receive, or become entitled to receive, directly or indirectly, any personal benefits from CCCS or as a result of your relationship with CCCS, that in the aggregate could be valued in excess of \$1,000, that were not or will not be compensation directly related to your duties to CCCS ?

___ YES

X NO

If yes, please describe the benefit(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

DEAN OF STUDENTS CCCS

6. Are you or any of your affiliated persons a party to or have an interest in any pending legal proceedings involving CCCS?

___ YES

X NO

If yes, please describe the proceeding(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:


7. Are you aware of any other events, transactions, arrangements, or other situations that have occurred or may occur in the future that you believe should be examined by CCCS Governing Council in accordance with the terms and intent of CCCS's Conflict of Interest Policy?

___ YES

X NO

If yes, please describe the situation(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

I HEREBY CONFIRM that I have read and understand CCCS's Conflict of Interest Policy and that my responses to the above questions are complete and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with this policy, I will notify the President of the Governing Council or his/her designee immediately.


Signature

5/2/19
Date

CESAR CHAVEZ COMMUNITY SCHOOL EDUCATION FOUNDATION

"A Public Charter High School" |

CCCS CONFLICT OF INTEREST DISCLOSURE STATEMENT

Preliminary note: In order to be more comprehensive, this statement of disclosure/questionnaire also requires you to provide information with respect to certain parties that are related to you. These persons are terms "affiliated persons" and include the following:

- a. your spouse, domestic partner, child, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister or sister-in-law;
- b. any corporation or organization of which you are a board member, an officer, a partner, participate in management or are employed by, or are, directly or indirectly, a debt holder or the beneficial owner of any class of equity securities; and
- c. any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

1. NAME OF Foundation Board Member

Val Martinez
(Please print)

2. CAPACITY:

☒ Foundation board member
☐ head administrator

3. Have you or any of your affiliated persons provided services or property to CCCS or CCCS staff members in the past year?

☐ YES

☒ NO

If yes, please describe the nature of the services or property and if an affiliated person is involved, the identity of the affiliated persons and your relationship with that person:

4. Please indicate whether you or any of your affiliated persons had any direct or indirect interest in any business transaction(s) in the past year to which CCCS was or is a party? (e.g. vendor contracts, equipment leases, etc.)

☐ YES

☒ NO

If yes, describe the transaction(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

5. In the past year, did you or any of your affiliated persons receive, or become entitled to receive, directly or indirectly, any personal benefits from CCCS or as a result of your relationship with CCCS, that in the aggregate could be valued in excess of \$1,000, that were not or will not be compensation directly related to your duties to CCCS ?

____ YES

____ ☒ NO

If yes, please describe the benefit(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

6. Are you or any of your affiliated persons a party to or have an interest in any pending legal proceedings involving CCCS?

____ YES

____ ☒ NO

If yes, please describe the proceeding(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

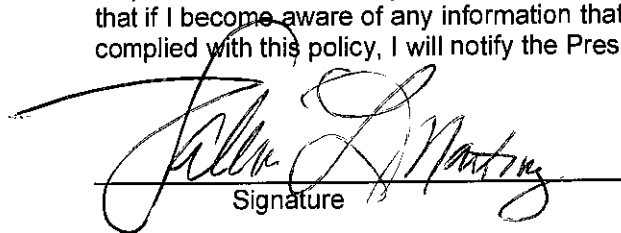
7. Are you aware of any other events, transactions, arrangements, or other situations that have occurred or may occur in the future that you believe should be examined by CCCS Governing Council in accordance with the terms and intent of CCCS's Conflict of Interest Policy?

____ YES

____ ☒ NO

If yes, please describe the situation(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

I HEREBY CONFIRM that I have read and understand CCCS's Conflict of Interest Policy and that my responses to the above questions are complete and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with this policy, I will notify the President of the Governing Council or his/her designee immediately.


Signature

5/3/19
Date

CESAR CHAVEZ COMMUNITY SCHOOL EDUCATION FOUNDATION

"A Public Charter High School" |

CCCS CONFLICT OF INTEREST DISCLOSURE STATEMENT

Preliminary note: In order to be more comprehensive, this statement of disclosure/questionnaire also requires you to provide information with respect to certain parties that are related to you. These persons are terms "affiliated persons" and include the following:

- a. your spouse, domestic partner, child, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister or sister-in-law;
- b. any corporation or organization of which you are a board member, an officer, a partner, participate in management or are employed by, or are, directly or indirectly, a debt holder or the beneficial owner of any class of equity securities; and
- c. any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

1. NAME OF Foundation Board Member

Tani Arness
(Please print)

2. CAPACITY:

☒ Foundation board member
☒ head administrator

3. Have you or any of your affiliated persons provided services or property to CCCS or CCCS staff members in the past year?

☐ YES

☒ NO

If yes, please describe the nature of the services or property and if an affiliated person is involved, the identity of the affiliated persons and your relationship with that person:

Executive Director CCCS

4. Please indicate whether you or any of your affiliated persons had any direct or indirect interest in any business transaction(s) in the past year to which CCCS was or is a party? (e.g. vendor contracts, equipment leases, etc.)

☐ YES

☒ NO

If yes, describe the transaction(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

5. In the past year, did you or any of your affiliated persons receive, or become entitled to receive, directly or indirectly, any personal benefits from CCCS or as a result of your relationship with CCCS, that in the aggregate could be valued in excess of \$1,000, that were not or will not be compensation directly related to your duties to CCCS ?

___ YES

~~___~~ NO

If yes, please describe the benefit(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

Head Administrator of CCCS

6. Are you or any of your affiliated persons a party to or have an interest in any pending legal proceedings involving CCCS?

___ YES

~~___~~ NO

If yes, please describe the proceeding(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

7. Are you aware of any other events, transactions, arrangements, or other situations that have occurred or may occur in the future that you believe should be examined by CCCS Governing Council in accordance with the terms and intent of CCCS's and CCCS Conflict of Interest Policy?

___ YES

~~___~~ NO

If yes, please describe the situation(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

I HEREBY CONFIRM that I have read and understand CCCS's Conflict of Interest Policy and that my responses to the above questions are complete and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with this policy, I will notify the President of the Governing Council or his/her designee immediately.

Tami Arnesen
Signature

5-2-19
Date

CESAR CHAVEZ COMMUNITY SCHOOL EDUCATION FOUNDATION

"A Public Charter High School" |

CCCS CONFLICT OF INTEREST DISCLOSURE STATEMENT

Preliminary note: In order to be more comprehensive, this statement of disclosure/questionnaire also requires you to provide information with respect to certain parties that are related to you. These persons are terms "affiliated persons" and include the following:

- a. your spouse, domestic partner, child, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister or sister-in-law;
- b. any corporation or organization of which you are a board member, an officer, a partner, participate in management or are employed by, or are, directly or indirectly, a debt holder or the beneficial owner of any class of equity securities; and
- c. any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

1. NAME OF Foundation Board Member

Dan Shapiro
(Please print)

2. CAPACITY: ☒ Foundation board member
☐ head administrator

3. Have you or any of your affiliated persons provided services or property to CCCS or CCCS staff members in the past year?

☐ YES

☒ NO

If yes, please describe the nature of the services or property and if an affiliated person is involved, the identity of the affiliated persons and your relationship with that person:

4. Please indicate whether you or any of your affiliated persons had any direct or indirect interest in any business transaction(s) in the past year to which CCCS was or is a party? (e.g. vendor contracts, equipment leases, etc.)

☐ YES

☒ NO

If yes, describe the transaction(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

5. In the past year, did you or any of your affiliated persons receive, or become entitled to receive, directly or indirectly, any personal benefits from CCCS or as a result of your relationship with CCCS, that in the aggregate could be valued in excess of \$1,000, that were not or will not be compensation directly related to your duties to CCCS ?

____ YES

✓ ____ NO

If yes, please describe the benefit(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

6. Are you or any of your affiliated persons a party to or have an interest in any pending legal proceedings involving CCCS?

____ YES

✓ ____ NO

If yes, please describe the proceeding(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

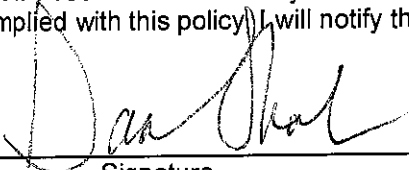
7. Are you aware of any other events, transactions, arrangements, or other situations that have occurred or may occur in the future that you believe should be examined by CCCS Governing Council in accordance with the terms and intent of CCCS's Conflict of Interest Policy?

____ YES

✓ ____ NO

If yes, please describe the situation(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

I HEREBY CONFIRM that I have read and understand CCCS's Conflict of Interest Policy and that my responses to the above questions are complete and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with this policy I will notify the President of the Governing Council or his/her designee immediately.



Signature

5/3/19

Date

MEMORANDUM OF UNDERSTANDING

Between

Cesar Chavez Community School and Albuquerque Job Corps Center

Cesar Chavez Community School and the Albuquerque Job Corps Center ("Job Corps") hereby agree to enter into a Memorandum of Understanding ("MOU"). This MOU is established for the purpose of supporting mutual goals. This memorandum of understanding includes any and all regularly scheduled, on-going activities between the two institutions.

I. Purpose of the Job Corps Collaboration

This MOU is established for the purpose of providing pre-apprenticeship experiences for students. The MOU is consistent with the vision and mission statements of Cesar Chavez Community School and Job Corps. All programs are designed to improve the knowledge and skills of students and to advance the development of pre-apprenticeship classes and elective credits as appropriate.

A. Cesar Chavez Community School representative:

1. Tani Arness, Executive Director
2. Courtney Elkins, School Counselor

II.

A. Albuquerque Job Corps representatives or designees determined by Job Corps:

1. Dorothy Turman, Center Director
2. Gabriel Sandoval, OA/CTS Manager

III. Job Corps Entry Requirements

In order for Cesar Chavez Community School students to be enrolled in the pre-apprenticeship programs, they must meet the entry requirements established by Job Corps. The entry requirements are listed below and are reviewed on a case by case basis for each student.

Students must:

- Fill out a pre-application form for Job Corps
- Follow the New Mexico Job Corps daily class schedule subject to Department of Labor requirements
- Be in the age range of 16-24 years of age
- Qualify for low income status through the U.S Department of Labor Guidelines
- Have a signed social security card, birth certificate, or qualify for Dream Act, Work Visa.
- Provide IEP, if applicable
- Provide immunization records including chronic care plan and other health accommodations where applicable to determine program suitability

- Undergo a health physical upon entry to the Job Corps program to include a drug screening
- Provide Selective Service Registration, if applicable
- Have parent approval signature if under 18 years of age
- Be willing to relocate for completion of certain advanced training programs with parent permission if student is under the age of 18
- Provide Medicaid card, if applicable
- Adhere to the Job Corps student code of conduct

IV. Job Corps Commits to the following:

- A bi-weekly stipend when meeting attendance/performance guidelines:

ARRIVAL	1-182 DAYS	183 PLUS DAYS
\$25.00-One Time payment	\$25.00 per pay period	\$35.00 pay per period

- Transition monies depending on what is accomplished while enrolled at the Job Corps
 - Complete Career Training Program - \$500.00
 - Cesar Chavez Community School and Career Training Program - \$1,000.00
- Trade Certification upon completion of program requirements
- Trade uniform provided
- Cafeteria meals for breakfast, lunch, dinner and snacks
- Job Corps commits to keeping Cesar Chavez Community School students in the apprenticeship programs even if they graduate before completion of the apprenticeship
- Provide without cost teaching staff, textbooks, materials, support
- Provide Career Transition Services (CTS) to each CTT completer, which will include, but will not be limited to: Advanced Training opportunities, Technical School, College admittance, military assistance and job placement

V. Cesar Chavez Community School/Albuquerque Job Corps Schedule and Curriculum Requirements

- Students must be enrolled at Cesar Chavez Community School as a full time student
- Students will attend core academic courses by Cesar Chavez Community School teaching staff
- Job Corps will pick up students at Cesar Chavez Community School campus if needed.
- Students who provide their own transportation to the Job Corps campus are required to have a current valid driver's license, proof of insurance, vehicle registration and parent permission if he/she is under age of 18

- A student progress check by Job Corps will be required by Cesar Chavez Community School.
- Cesar Chavez Community School students will continue to attend the required 6 weeks Student Led Conferences as scheduled at Job Corps
- Job Corps will provide Cesar Chavez Community School with the Student Led Conferences dates and times
- Students will attend Job Corps classes when Cesar Chavez Community School is not in session based on pre-established Job Corps schedule
- Students attending Job Corps will be non-residential students, but residential status is available
- Students will be released from Job Corps to complete any Public Education Department mandated testing. Cesar Chavez Community School will provide dates
- If a student withdraws from Cesar Chavez Community School he/she will not be allowed to continue at Job Corps
- Students must complete all Career Preparation requirements, including health services requirements
- Students must receive the full range of Job Corps services, including career development and personal face-to-face assessment and counseling. Evaluations of Student Progress (ESPs) and Personal Career Development Plan (PCDP) updates will be accomplished in the same manner as for other students
- Provisions must be made to ensure that concurrently enrolled students receive the full benefit of academics, employability, and social skills training
- Student breaks and holidays provided by other service providers must not result in concurrently enrolled students having more non-work days than other Job Corps students
- Provisions must be made to ensure that students are engaged in meaningful learning or enrichment activities during their downtime (e.g., non-class days/hours, semester breaks, etc.) from participating courses
- Determination for the provision of reasonable accommodation must be made for students with disabilities, as required and appropriate
- At a minimum, the center must receive records and appropriate documentation from Cesar Chavez Community School, as requested.
- Provisions must be made to ensure that concurrently enrolled students receive career transition readiness services prior to graduation and career transition services after graduation
- Concurrent enrollment arrangements must ensure that both programs are not paying for the same services. Center operating budgets/staffing must be adjusted to account for services provided by other concurrent enrollment institutions
- Ideal student candidates for Albuquerque Job Corps program; 1st semester seniors.

- 20 Non-Residential slots are available for Cesar Chavez Community School students
- Students will continue enrollment at Albuquerque Job Corps Center until trade completion
- If a student disenrolls from Cesar Chavez Community School, they may lose the opportunity to participate in Albuquerque Job Corps programs

VI. Pre-Apprentice Job Corps Classes available:

- Welding
- Advance Welding
- Union Carpentry
- Building Construction Technology
- Plumbing
- Electrical
- Office Administration
- Advanced Solar

VII. Cesar Chavez Community School agrees to:

Identify interested students. This MOU is a pilot program that may be extended in the future. It is intended to provide a much needed vocational training opportunity. MOU expires one (1) year following the effective date.

Tani Arness

Tani Arness, Executive Director
Cesar Chavez Community School

7-27-18

Date

Dorothy Turman, Center Director
Albuquerque Job Corps Center

Date

US Department of Labor
525 Griffin Street, Room 403
Dallas, TX 75202
972-850-4112

Regional Job Corps
200 Constitution Ave.
Washington, D.C., District of Columbia, 20210
312-596-5475

By:

George Bennett Date
Project Manager
U.S. Department of Labor

By:

Thony Martino Date
Regional Director
Regional Job Corps

CESAR CHAVEZ COMMUNITY SCHOOL

GOVERNING COUNCIL POLICY

REVISED 12/6/2016

CESAR CHAVEZ COMMUNITY SCHOOLS (CCCS) GOVERNING COUNCIL POLICIES AND BYLAWS

I. NUMBER OF GOVERNING COUNCIL MEMBERS

The Governing Council will serve as the governing body of CCCS Albuquerque. The Governing Council will be established with no less than five (5) and no more than seven (7) members; each position shall be tracked by the member's entry date to the council.

II. GOVERNING COUNCIL MEMBERSHIP

A. Procedure for Electing Directors

1. **Election of Council Members.** Governing Council members shall be elected by a majority vote of the existing council and selected from the nominations. The nomination process is described in paragraph 3.a below.
2. **Term of Council Members.** Governing Council members shall serve a two-year term, which term will expire on the anniversary of each member's previous date of election or re-election to the council. Any member whose term has expired may continue in that office until re-election or until a successor has been elected.
3. **Nomination of Council Members.** The Governing Council members shall be nominated as follows:
 - a. **Nominees Council Members.** Members shall obtain nominations by notifying community, business, education leaders and/or other interested people of regular elections and/or vacancies on the council along with a description of the responsibilities of serving as a member. Prospective members will be invited to meet the president and/or school administrator, tour the school and attend a council meeting as an observing guest. The prospective member will then be informed of the date and time of the Governing Council meeting at which the position will be voted on by the Governing Council (whether new elections or vacancies). Interested individuals will be asked to submit their name and qualifications and reasons for wanting to serve on the Governing Council or to submit the names of other individuals who they believe would be an asset to the Governing Council. Nominations shall be given to the president of the Governing Council, by no later than ten (10) working days before the date of the regular board meeting at which the vote of the Governing Council shall be made.
4. **Compensation.** Governing Council members will not receive compensation for their services; however, members may be compensated for reasonable expenses in accordance with the New Mexico Mileage and Per Diem Act.
5. **Resignations and Removal.** Any member may resign at any time by giving written notice to the president or to the secretary, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any member may be removed by a majority vote of the Governing Council whenever such removal is in the best interests of the school. Grounds for removal will include without limitation the following acts or omissions:
 - Violation of the Conflict of Interest Policy;
 - Violation of Governing Council Members Letter of Commitment
 - Failure to attend 3 scheduled meetings during the school year (July 1 – June 30) of the Governing Council, except when such absence is excused for good cause.
 - Violation of the member's *duty* of loyalty;
 - Violation of the Governing Council's Code of Ethics; or

- Any other grounds the Governing Council deems legally and ethically appropriate.
6. **Vacancies.** A vacancy on the Governing Council shall be filled by the Governing Council after the nomination process described in paragraph 3 above has been completed. Once the vacancy is filled, the term shall only be for the unexpired portion of the term of the member being replaced.
 7. **Attendance.** Members of the Governing Council are required to attend all scheduled meetings of the Governing Council unless good cause exists for the absence. If a council member cannot be physically present at a meeting for unavoidable conflict, he/she may make arrangements to appear by telephone in accordance with the provisions of the Open Meetings Act. A member of the Governing Council who will be unable to attend a Governing Council meeting will notify the president of the Governing Council prior to the meeting and if he/she intends to appear by telephone the council member shall make arrangements with the head administrator or his/her designee.. Notice may be made by e-mail as long as it is made four hours in advance of the meeting. If the president cannot attend the meeting, he/she must notify the vice-president and forward all information regarding the upcoming meeting to him/her, including notices of non-appearances by other council members.

III. **POWERS AND AUTHORITY OF THE GOVERNING COUNCIL**

A. **Authority of the Governing Council**

1. **General.** The Governing Council is the governing body of the charter school and is responsible for ensuring the fair and uniform application of all federal, state and local laws in the operation of the school as well as the school's charter and policies. The school will be operated for the educational benefit of its students. The Governing Council is the policy-making body for the school. The CCCS Governing Council will exercise leadership primarily through the formulation and adoption of policies.
2. **Delegation to the Head Administrator.** The Governing Council shall concern itself primarily with broad questions of policy and with the appraisal of results rather than with administrative detail. The application of policies is an administrative task to be performed by the head administrator and designated staff, and they shall be held responsible for the effective implementation of Governing Council policies. The head administrator shall be held responsible for keeping the Governing Council informed of all matters within its purview so that the Governing Council can fulfill the above described functions of a governing body. The head administrator will have primary responsibility for all aspects of the school's operations and programs, including the day-to-day management and implementation of the school's charter and Governing Council policies. The teachers and staff of CCCS will report to the head administrator.
3. **Individual Member's Authority.** A member of the Governing Council is a public officer, but has no power or authority individually. The charter vests power in the Governing Council, and not in the members, either individually or otherwise and these powers must be exercised by the Governing Council at a public meeting in regular or special called meetings, with action duly recorded in its minutes.
4. **Binding Authority.** The Governing Council shall not be bound in any way by any action or statement on the part of any individual governing council member except when such a statement or action is in pursuance of specific instructions from the Governing Council. Any such exception shall be recorded as an action item of the Governing Council and recorded in the minutes.
5. **Advanced Notice.** The Governing Council recognizes the importance of timely communication among its members and between the Governing Council and the head administrator. The head administrator or his/her designee will strive to insure that the Governing Council is given prior notice of matters submitted by members for deliberation at meetings.

B. **Powers of the Governing Council**

The powers and duties of the Governing Council prescribed by the CCCS Charter and the New Mexico Public School Code and all applicable laws and regulations. Complete and final control of all matters pertaining to the school's educational system shall be vested in the Governing Council. The Governing Council of CCCS shall have the following powers and duties:

1. Those powers as set forth in the CCCS charter that are not inconsistent with federal or state laws or constitutions, or as otherwise set forth in the Charter Schools Act, NMSA 1978 §§22-8B-1, *et seq.*
2. Employ the head administrator/principal of CCCS;
3. Delegate administrative and supervisory functions of the head administrator/Principal of CCCS when appropriate;
4. Approval of the annual budget of anticipated income and expenditures, and direct the preparation of the annual financial audit report.
5. Have the capacity to sue or be sued;
6. Contract for services facility leases with any school district, a university or college or any third party for the use of a facility, its operation and maintenance and the provision of any service or activity that CCCS is required to perform in order to carry out the educational program described in its charter.
7. Acquire and dispose of property provided that at the termination of the charter, all assets of the charter shall revert to the local school board that authorized the charter, unless otherwise amended by law.
8. Accept or reject any charitable gift, grant, devise or bequest not otherwise contrary to law or the terms of the charter.
9. Contract for provision of financial management, food services, education related services or other services.
10. Attend the required number of hours of annual training as set forth in SB- 148, effective 6/19/09.

IV. GOVERNING COUNCIL OFFICERS

A. Officers

The officers of the school shall be President, Vice President, and Secretary. The school may, at the discretion of the council, provide for different categories of Officers, including, without limitation, one or more assistant secretaries. The duties of certain officers are set forth herein. When the incumbent of an office is unable to perform the duties thereof or when there is no incumbent of an office (both such situations referred to hereafter as the "absence" of the Officer), the duties of the office shall, unless otherwise provided by the Board or these Bylaws, be performed by the next officer set forth in the following sequence: President, Vice President, Treasurer and Secretary.

B. Appointment and Tenure

All Officers shall be elected each year by the council at its annual meeting for terms of one (1) year or until their successors have been duly elected and qualified, or until their death, resignation or removal. Officers' terms shall commence immediately following the annual meeting of the council.

C. Resignations and Removal

Any officer may resign at any time by giving written notice to the president or to the secretary, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed by the council whenever in its judgment he/she fails to perform the duty of office or such other duties as appointed by the council and the best interests of the school would be served thereby.

D. Vacancies

A vacancy in any office may be filled by the council for the unexpired portion of the term of the officer being replaced.

E. President

The president of the Governing Council shall preside at all meetings and shall appoint committees with approval of the Governing Council. He/She shall have the right, as other members of the Governing Council, to make or second motions, to discuss questions, and to vote. The president of the Governing Council may not act for or on behalf of the Governing Council without prior specific authority from a majority of the Governing Council to do so. All communications addressed to the president shall be considered by him or her for appropriate action, which consideration may include consulting with legal counsel, and consideration by the Governing Council. The president shall sign legal documents as required by law and perform such other duties as may be prescribed by the Governing Council. It is the president's responsibility to ensure that Governing Council members uphold their commitments/responsibilities to the school. The president will compile in collaboration with the head administrator the topics for business to be placed on the agenda. Any member of the Governing Council may offer items to be heard or discussed at any meeting of the council.

F. Vice President

The vice-president shall perform the duties of the president in the absence of the president or at the request of the president. In the event a vacancy occurs in the presidency, the vice-president will act in the capacity of the president until the office has been filled by a vote of the council membership.

G. Secretary

The secretary shall keep the minutes of the Governing Council meetings, subject to the direction of the president, assure that all notices are given in accordance with the provisions of the charter, Governing Council policies and as required by law; shall countersign, when required, all authorized bonds, contracts, deeds, leases, or other legal instruments; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary by the Governing Council. The council may appoint a designee to assist with the responsibilities of the secretary as described herein, including recording and transcribing the minutes of the meetings, posting notices and agendas and preparing packets for the Governing Council's review. The council secretary will review the minutes prior to presentation to the Governing Council for approval. The secretary shall be responsible for presenting the minutes to the council at meetings.

H. Compensation

The officers shall not be compensated for their services; however, they may be compensated for reasonable expenses in accordance with the New Mexico Mileage and Per Diem Act.

I. Directors and Officers Insurance

The Governing Council may secure officers and directors insurance in excess of the coverage provided by the NM Public School Insurance Authority upon appropriate approval of the Governing Council and if provided for in the charter school's approved budget.

J. Delegation

The Governing Council may delegate temporarily the powers and duties of any officer, in case of such officer's absence or for any other reason, to any other officer, and may authorize the delegation by any officer of any of such officer's powers and duties to any agent or employee subject to the general supervision of such officer.

V. STANDING COMMITTEES OF THE GOVERNING COUNCIL

The Governing Council will have the authority to form the following committees based on the needs of the School;

A. Proposed Committees

1. **Academic Oversight Committee.** The head administrator will be instrumental in developing a committee to deal with educational reporting and oversight. The purpose of this committee would be to ensure that the educational programs of the school are

accomplishing the goals of the charter, its curriculum and meeting state standards as required by law.

2. **Finance Committee.** CCCS's Finance Committee has a vital role in keeping the Governing Council apprised of the school's business affairs and financial condition.
 - a. **Appointments and Composition.** The members of the finance committee shall be a member of the Governing Council who shall serve as the chair, the CCCS Business Manager, and, if possible, at least one other member who is a non-CCCS employee and disinterested party selected by the members and business manager and approved by the council.
 - b. **Responsibilities**
 - Prepare and maintain the annual budget for the charter school in collaboration with the head administrator.
 - Also in collaboration with the head administrator, develop and annually revise a long-term financial forecast.
 - Review all grant proposals and when necessary, make recommendations to the council.
 - Prepare all Budget Adjustment Requests (BAR) and present with recommendations to the Governing Council as necessary.
 - Represent the school throughout all phases of the annual audit.
 - Review business manager's required reports and make recommendations to the Governing Council regarding the reports as necessary.
3. **Council Development Committee.** The Governing Council development committee is commissioned by and responsible to the Governing Council to assume the primary responsibility for matters pertaining to Governing Council recruitment, nominations, orientation, training, and evaluation in accordance with the Governing Council policies and bylaws as well as established policies and practices approved by the Governing Council.
4. **Committee Selection and Membership.**
 - a. **Election and Term.** Members of each committee may be chosen from time to time by the Governing Council and shall serve for such period of time as the Governing Council shall from time to time determine. The specific composition of the Finance Committee, however, shall be governed by the provisions of paragraph 2. above.
 - b. **Meetings.** Committees may meet at such times and for such purposes as they shall from time to time determine. Provisions for notice and procedures applicable to meetings of the Governing Council's committees shall be as prescribed by the Governing Council and shall comply with the Open Meetings Act if the purpose of such meeting is to set policy affecting the school.
 - c. **Resignations and Removal.** Any member of a committee may, at any time, resign by giving written notice to the President or the secretary and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any member of a committee may be removed by the Governing Council whenever in its judgment the best interests of the School would be served thereby.
 - d. **Compensation.** Members of the committees shall not receive any compensation for their services; however, they may be compensated for reasonable expenses in accordance with the New Mexico Mileage and Per Diem Act.
 - e. The Governing Council has the authority to create *ad hoc* committees as deemed necessary. The policies and procedures that govern *ad hoc* committees will be determined as specified by the Governing Council action creating and approving the existence of any such committee.

VI. MEETINGS OF THE GOVERNING COUNCIL

All meetings of the CCCS Governing Council shall be held in accordance with the New Mexico Open Meetings Act, NMSA 1978 §§10-15-1, *et seq.*

A. Meetings

The Governing Council shall pass a resolution annually describing what notice of a public meeting is reasonable when applied to the CCCS Governing Council resolution. The resolution shall describe appropriate notice and methods for posting agendas for regular, special and emergency meetings of the Governing Council.

B. Special Meetings

Special meetings of the Governing Council may be called at the direction of the Governing Council. Such meetings to be held at such time and place consistent with the Governing Council's annual resolution for conducting its public meetings.

C. Attendance via Telephone Conference Call

Except to the extent otherwise provided by law, any meeting of the Governing Council may be attended by any or all of the Council Members by means of a conference telephone (or similar communications equipment) when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any other member of the Governing Council who speaks during the meeting. Such attendance shall constitute presence by the Governing Council member as if in person at such meeting and for purposes of determining a quorum. Any action taken by the Governing Council at such meeting shall constitute a valid action of the Governing Council.

D. Notice

The Governing Council shall provide notice and post agendas in accordance with the New Mexico Open Meetings Act. Reasonable notice of the Governing Council shall include newspapers of general circulation that have provided a written proof of such notice. Notice of meetings and the availability of meeting agendas shall be consistent with the Governing Councils annual resolution. Except in cases of emergency the Governing Council shall only act on matters identified on the agenda.

E. Emergency

An emergency meeting or agenda item is one necessitated by unforeseen circumstances that if not addressed immediately by the Governing Council, will likely result in injury or damage to persons or property or substantial financial loss to the public body.

F. Minutes

The Governing Council shall keep written minutes of all its meetings. The minutes shall include a minimum the date, time and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken that show how each member voted. All minutes are open for public inspection. Draft minutes shall be prepared within ten working days after the meeting and shall be approved, amended or disapproved at the next meeting where a quorum is present. Minutes shall not become official until approved by the Governing Council.

VII. CONFIDENTIAL MATTERS OF THE GOVERNING COUNCIL

The Governing Council recognizes that confidential information will be brought to the attention of individual governing council members and/or the Governing Council as a whole pertaining to, but not limited to, the following:

- matters relating to the employment or dismissal of, or charges against, specific CCCS personnel;
- matters relating to litigation or proposed litigation in which the Governing Council is or may become a party, or attorney-client communications;
- consideration of the acceptance of gifts, bequests, or donations where confidentiality has been requested by the donor;
- consideration of wages and benefits for the head administrator; ;
- consideration of suspension, expulsion, or disciplinary action in connection with a student;

- matters relating to the security of students, personnel, visitors, and/or school property; and
- such matters that may arise and qualify as being confidential by law.

The Governing Council further recognizes that public disclosure of such information should not occur. It is the policy of the Governing Council that council members shall discuss or disclose confidential information only in connection with legitimate school business and only with individuals with a legitimate right to know.

VIII. MANNER OF ACTION

A. Quorum

A majority of the seated council members, whether personally present or appearing telephonically shall constitute a quorum for the transaction of business at any meeting of the Governing Council.

B. Manner of Acting

No action of the Governing Council shall be valid unless taken at a meeting at which a quorum as defined herein is present and which has been properly noticed pursuant to the New Mexico Open Meetings Act. NMSA (1978) §§10-15-1 *et seq.*

IX. CONFLICTS OF INTEREST AND CODE OF ETHICS

A. General Statement

It shall be the duty of each Governing Council member to voluntarily excuse him/herself from discussions of confidential information and abstain from voting on matters in which the Governing Council member has a personal or financial interest, including an interest by a member of the Governing Council's immediate family, or where the Governing Council's participation will or may compromise the confidential nature of the discussion. Failure to voluntarily remove himself/herself from such conflicts of interest may result in a vote to remove the member from the Governing Council.

B. Disclosure

Each council member agrees to complete and sign a Disclosure of Conflicts of Interest statement prior to accepting his/her position on the council. In addition to this statement, council members shall annually update the disclosure statement and shall otherwise immediately notify the president of the council when he or she becomes aware that an actual or potential conflict may exist.

C. Conflict of Interest Policy

Each council member agrees to abide by the CCCS Conflict of Interest Policy adopted by the Governing Council.

D. Code of Ethics

Each council member agrees to abide by the CCCS Code of Ethics adopted by the Governing Council.

X. MISCELLANEOUS

A. Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the school shall be signed by such officer or officers, agent or agents of the school as designated by the Governing Council.

B. Books and Records

The Governing Council shall keep accurate and complete books and records of the actions of the Governing Council, which records shall be open to inspection by the members of the Governing Council at any time, or members of the public pursuant to the Inspection of Public Records Act, NMSA 1978 14-2-1 *et seq.*

C. Financial Matters

The Governing Council shall approve all contracts, except for employee contracts (other than the head administrator) and for purchases over the limit of the New Mexico Procurement Code; which shall be by the authority of the head administrator. The contract limit can be modified by resolution.

XI. PARENTAL, COMMUNITY AND PROFESSIONAL EDUCATOR INVOLVMENT WITH THE GOVERNING COUNCIL OF CCCS

A. Parental: Every effort will be made to make parents, guardians, local community members, and/or educational decision makers partners in their children's education. Such efforts will include:

- Encouraging parents to serve as school volunteers.
- Promoting and strengthening parental responsibility and involvement
- Encouraging parents to serve on the Governing Council and other school-based committees.
- Recognizing the importance of the community's historic, ethnic, linguistic, and/or cultural resources in generating interest in family involvement.
- Scheduling programs and activities in a flexible manner to reach a diverse group of families.

CCCS will make every effort to communicate with parents and families. Family members will acquire news and information relevant to parenting through a variety of methods that may include hands-on materials, e-mail and Internet access. An open invitation to participate in school affairs will be actively communicated and widely distributed.

B. Professional Educator Involvement: Educators will be encouraged to participate in the governance of CCCS and to participate on Governing Council Committees. CCCS's School Leader will keep an "open door" policy for the staff to provide input into the school's governance.

First Name	Last Name	Position	Committee	Term Start	Term End	Street Address	City	State	Zipcode	Email Address	Phone Number	Alternate Email	Affidavit	Certificate of Assurances
Dan	Shapiro	Secretary		12/1/2009	None	6032 Quemado Drive NE	Albuquerque	NM	87109	dan@danandbarbarashapiro.com	(505) 259-3878 / (505) 268-7608	danshap@shapbett.com	X	x
Alicia	Bucko			9/20/2012	None	1411 Ridgecrest Loop SE	Albuquerque	NM	87108	flamingolaw@mac.com	(505) 269-5497		X	x
John	Krone	President		3/22/2016	None	1407 Hermosa Drive SE	Albuquerque	NM	87108	rosaandme@yahoo.com	(505) 314-4340 / (505) 349-5787		X	x
Anacelie	Verde-Claro			3/22/2016	None	136 Chama Street NE	Albuquerque	NM	87108	averdeclaro@hotmail.com	(505) 453-1134		X	x
Maxine	Freed			9/25/2018	None	613 Cagua Drive SE	Albuquerque	NM	87108	ccayres@msn.com	(505) 205-1278		X	x
Jess	Lionne			12/6/2016	None	5009 Inspiration Drive SE	Albuquerque	NM	87108	jtlionne@gmail.com	(505) 896-3441		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

Dated 12/6/2016

STATEMENT OF GOVERNING BODY TO CONSULT WITH PED

We, the undersigned, make up the governing body of the Cesar Chavez Community Charter School in Albuquerque, 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 Cesar Chavez Community Charter School's application as a board of finance under 6.80.4.16 NMAC.

We understand that we must notify the New Mexico Public Education Commission within 30 days of a change in Business Manager for the school, and a new, signed "Affidavit of Business Manager" must be submitted.

We understand that we must submit a new, signed statement to the New Mexico Public Education Commission within 60 days of a change in membership of our governing body.

Maxine Freed
[signature], Member of Governing Body of Cesar Chavez Community Charter School

Dan Shapiro
[signature], Member of Governing Body of Cesar Chavez Charter School

Jess Liorne
[signature], Member of Governing Body of Cesar Chavez Charter School

Anacelis Verde
[signature], Member of Governing Body of Cesar Chavez Charter School

John Krone
[signature], Member of Governing Body of Cesar Chavez Charter School

Archie Backo
[signature], Member of Governing Body of Cesar Chavez Charter School

[signature], Member of Governing Body of _____ Charter School

9-25-18
Date

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF)

I, Dan Shapiro, after being duly sworn, state as follows:

1. My name is Dan Shapiro and I reside in Albuquerque, New Mexico.

2. I am a member of the governing body of the Cesar Chavez charter school located in Albuquerque, New Mexico.

3. I am not currently a member of any governing body of any other charter school.

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

5. I have read the school's conflict of interest policy and I assure that the school will be in compliance with state and federal law when administering grants and entering into contracts.

Dan Shapiro

[Signature]

1/27/10

Date

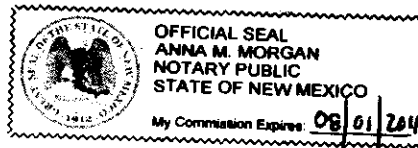
Cesar Chavez DAN SHAPIRO
School, Governing Body Member of Cesar Chavez Charter School

Subscribed and sworn to before me, this 27 day of January 2010.

[Notary Seal:]

[Signature]
[signature of Notary]

Anna M. Morgan
[typed name of Notary]



NOTARY PUBLIC

My commission expires: August 1, 2011.

RECEIVED

APR 08 2010

Albuquerque Charter
Schools Division

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF Bernalillo)

I, Alicia D Bucko, after being duly sworn, state:

1. My name is Alicia D Bucko and I reside in Albuquerque, New Mexico.

2. I am a member of the governing body of the [insert name of school] in Cesar Chavez Community School, 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. cccs

5. I understand that as a member of the [insert name of school]'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]

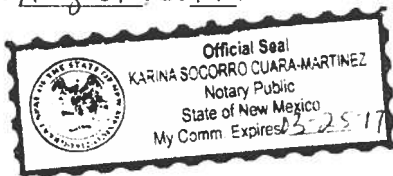
29 AUG 2017
Date

Alicia D Bucko
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 29 day of August, 2017.

[Notary Seal:]



[Signature]
NOTARY PUBLIC

My commission expires: 05-25, 2017.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF)

I, John Krone, after being duly sworn, state as follows:

1. My name is John Krone and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the ^{at} Ch Cesar Chavez charter school located in Albuquerque, New Mexico.
3. I am not currently a member of any governing body of any other charter school.
4. I have never been a member of any governing body of any other charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I have read the school's conflict of interest policy and I assure that the school will be in compliance with state and federal law when administering grants and entering into contracts.

John Krone
(Signature)

3/18/16
Date

John Krone, Governing Body Member of Cesar Chavez Charter School

Subscribed and sworn to before me, this 18th day of March, 2016.

[Notary Seal:]

[Signature]
[signature of Notary]

Jose M. Gonzalez
[typed name of Notary]

NOTARY PUBLIC

My commission expires: 10/30, 2019.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF Bernalillo)

I, Anacelie Verde Claro, after being duly sworn, state as follows:

1. My name is Anacelie V. C. and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the Cesar Chavez Community School charter school located in Albuquerque, New Mexico.
3. I am not currently a member of any governing body of any other charter school.
4. I have never been a member of any governing body of any other charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I have read the school's conflict of interest policy and I assure that the school will be in compliance with state and federal law when administering grants and entering into contracts.

Anacelie Verde Claro
[Signature]

2/18/16
Date

Anacelie Verde Claro, Governing Body Member of Cesar Chavez Community School
~~Charter School~~ Print Name

Subscribed and sworn to before me, this 23 day of February, 2016

[Notary Seal:]



Socorro Karina Cuara
[signature of Notary]

Socorro Karina Cuara
[typed name of Notary]

NOTARY PUBLIC

My commission expires: March 25, 2019.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF Bernalillo

I, MAXINE FREED, after being duly sworn, state as follows:

1. My name is MAXINE FREED and I reside in ALBUQUERQUE New Mexico.
2. I am a member of the governing body of the CESAR CHAVEZ COMMUNITY charter school located in ALBUQUERQUE, New Mexico.
3. I am not currently a member of any governing body of any other charter school.
4. I have never been a member of any governing body of any other charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I have read the school's conflict of interest policy and I assure that the school will be in compliance with state and federal law when administering grants and entering into contracts.

M. Freed

[Signature]

9-21-18

Date

MAXINE FREED, Governing Body Member of CESAR CHAVEZ COMMUNITY Charter School

Subscribed and sworn to before me, this 21 day of September, 2018

[Notary Seal]



[signature of Notary]

Karina Cuara-Martinez
[typed name of Notary]

NOTARY PUBLIC

My commission expires: March 25, 2019

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF)

I, Tess Lionne, after being duly sworn, state as follows:

1. My name is Tess Lionne and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the Cesar Chavez Community charter school located in Albuquerque, New Mexico.
3. I am not currently a member of any governing body of any other charter school.
4. I have never been a member of any governing body of any other charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I have read the school's conflict of interest policy and I assure that the school will be in compliance with state and federal law when administering grants and entering into contracts.

Tess T. Lionne

[Signature]

12/16/2016

Date

Tess Lionne, Governing Body Member of Cesar Chavez Community Charter School

Subscribed and sworn to before me, this 16 day of December, 2016.

[Notary Seal:]

[Signature]

[signature of Notary]

Socorro Karina Cuara

[typed name of Notary]



NOTARY PUBLIC

My commission expires: March 25, 2019.

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

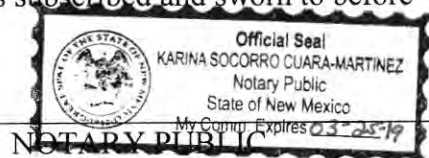
Kate M. Shelton
[Print Name of Affiant]

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 be "C. M. Shelton".

Secretary of Education

Cesar Chavez Community School Enrollment Policies

CCCS is open to students from anywhere in the state of NM in grades 9-12. As appropriate, the school will advertise an open enrollment period within the school community so that all interested students may have an equal opportunity to apply for admission. CCCS will also announce upcoming lottery drawings.

Students interested in enrolling in CCCS should call the school office at 877-0558. As space is available, pre-registration or enrollment windows are scheduled to bring in new students throughout the year. Orientation is required.

If the school is full, the student will be put on a waiting list and take part in the next scheduled lottery. Students on the lottery list are called and have 24 hours (or one business day) to respond to the phone call before they lose their spot on the list. It is the student's/family's responsibility to notify the school of changed contact information.

CCCS grants enrollment preference to:

1. Students who have been admitted to CCCS and remain in attendance through subsequent grades;
2. Siblings of students already admitted to or attending CCCS.

NOTE: enrollment preference applies only to initial enrollment at CCCS; students who are withdrawn and want to return to CCCS must be placed on the regular waiting list.

Lottery Dates for 2018/2019 School Year and Number of Available Seats:

8/16/2018 (8), 9/20/2018 (31), 11/8/2019 (10), 1/10/2019 (17), 1/24/2019 (16) and 1/31/2019 (4).

Parents and/or students must respond within 24 hours to accept the position.

CERTIFICATE OF ASSURANCES

My name is Anacelie Vardo-Claro and I reside in Albua, NM. I am a member of the governing body for Cesar Chavez Comm School a charter school which is located at Albua, NM. 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.

Anaolis Verde-Carr [Signature]
Printed Name Signature

5-3-19
Date

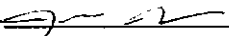
CERTIFICATE OF ASSURANCES

My name is John Krone and I reside in Albuquerque, NM. I am a member of the governing body for Cesar Chavez Comm. School a charter school which is located at Albuquerque, NM. 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.
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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.

John Kline
Printed Name


Signature

5/3/19
Date

CERTIFICATE OF ASSURANCES

My name is Jess Lionne and I reside in Albuquerque, NM. I am a member of the governing body for Cesar Chavez Comm School a charter school which is located at Albuquerque, NM. 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.
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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.
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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.

JESS LIONNE
Printed Name

Jess T Lionne
Signature

5/2/19
Date

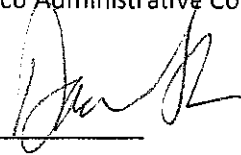
CERTIFICATE OF ASSURANCES

My name is Dan Shapiro and I reside in Albuquerque, NM. I am a member of the governing body for Cesar Chavez Comm. School a charter school which is located at Albuq., NM. 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.
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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.
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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.

DAN SHAPIRO
Printed Name


Signature

5/3/19
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.

Cesar Chavez Community School

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 checked="" type="checkbox"/>	Click here to enter text.	Click here to enter text.
Teaching load	<input checked="" type="checkbox"/>	Click here to enter text.	Click here to enter text.
Length of school day	<input checked="" type="checkbox"/>	Click here to enter text.	Click here to enter text.
Staffing pattern	<input checked="" type="checkbox"/>	Click here to enter text.	Click here to enter text.
Subject areas	<input checked="" type="checkbox"/>	Click here to enter text.	Click here to enter text.
Purchase of instructional materials	<input checked="" type="checkbox"/>	Click here to enter text.	Click here to enter text.
Evaluation standards for school personnel	<input checked="" type="checkbox"/>	Click here to enter text.	Click here to enter text.
School principal duties	<input checked="" type="checkbox"/>	Click here to enter text.	Click here to enter text.
Drivers education	<input checked="" type="checkbox"/>	Click here to enter text.	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.
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NEW MEXICO
GENERAL SERVICES DEPARTMENT

Jani Arnes

*She has satisfactorily passed the certification training program and
passed the required examination.*

in accordance with the requirements established pursuant to

NMSA 13-1-95.2

is hereby awarded on this 26th day of April 2018

Chief Procurement Officer Certification

Certificate No. CPO-2015-S6742-01017



LA

Lawrence O. Maxwell
State Purchasing Agent

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SUBLEASE AGREEMENT

By and Between

**CESAR CHAVEZ COMMUNITY SCHOOL EDUCATION FOUNDATION, A NEW
MEXICO NOT-FOR-PROFIT CORPORATION**

And

**CESAR CHAVEZ COMMUNITY SCHOOL, A NEW MEXICO PUBLIC CHARTER
SCHOOL**

DATED AS OF DECEMBER 17, 2009

SUBLEASE AGREEMENT

This Sublease Agreement (this "Sublease") is entered into by and between the CESAR CHAVEZ COMMUNITY SCHOOL EDUCATION FOUNDATION, a New Mexico not-for-profit corporation, (the "Foundation"), as Sublessor, and Cesar Chavez Community School, a New Mexico public charter school, (the "School"), as Sublessee, this December 17th, 2009.

RECITALS

THE PARTIES HERETO enter into this Sublease on the basis of the following facts, understandings, and intentions:

A. The Foundation is the Lessee of that certain real property described as the building located at 1325 Palomas Drive SE, Albuquerque, New Mexico, located in Bernalillo County, New Mexico, and comprised of approximately 26,000 Usable Square Feet ("USF"), and adjacent parking lot area, all contained within a 2.2416 acre parcel (referred to hereafter as the "Building" or "Property" or "Premises.") and shown on Exhibit A hereto.

B. The Foundation is in possession of the Property pursuant to that certain Lease with Option to Purchase Agreement dated December __, 2009 (the "Master Lease"), by and between the CSPS - Palomas, LLC, a Nevada Limited Liability Company ("CSPS") as Lessor/Landlord, and the Foundation, as Lessee/Tenant, a copy of which is attached hereto as Exhibit B.

C. As of the date hereof, CSPS does not have title to the Property, nor any right to lease the property to the Foundation. In addition, the Master Lease requires substantial Tenant Improvements to be completed prior to the Commencement Date of the Master Lease. The Tenant Improvements include the tenant improvements shown and described on Exhibit C hereto ("Tenant Improvements"). CSPS has agreed to finalize the sale of the property, acquire all necessary financing to acquire the property and the Tenant Improvements and to complete the Tenant Improvements prior to the Foundation or the School incurring any obligations under the Master Lease or this Sublease and taking possession and occupancy of the Property, except as expressly stated. In any event, as a condition precedent to the Master Lease and this Sublease, the acquisition and build-out of the Premises and Tenant Improvements shall be accomplished no later than June 30, ~~2009~~²⁰¹⁰, and the Premises shall be certified for occupancy by all applicable authorities on or before July 1, ~~2009~~²⁰¹⁰ 2010.

D. The School is public charter school duly organized and validly existing pursuant to the New Mexico Charter Schools Act, §§ 22-8B-1 NMSA 1978 *et seq.*, (the "Act"), and the School is authorized by Section 22-8B-4D of the Act to contract with a third party for the use of a school building and grounds.

E. The Foundation is a not-for-profit corporation organized, existing, and in good standing under the laws of the State of New Mexico (the "State"); is duly qualified to do business in the State; and is authorized under its articles of incorporation, bylaws, action of its board of

directors, and applicable law, to own and manage its properties, to conduct its affairs in the State, to sublease the Premises to the School, and to otherwise act in the manner contemplated herein.

F. The School has determined that it is in the best interests of the School to sublease the Premises from the Foundation pursuant to this Sublease, and the Governing Council of the School has duly authorized entering into this Sublease on the terms and conditions set forth herein. The Foundation has determined that it is in the best interests of the Foundation to sublease the Building to the School pursuant to this Sublease, and the Board of Directors of the Foundation has duly authorized entering into this Sublease. The School desires to sublease the Building from the Foundation, and the Foundation desires to sublease the Building to the School.

G. The parties to this Agreement expressly acknowledge and agree that the School exists for five-year periods, and that the School's existence beyond the end of its current renewal cycle (June 30, 2014) is dependent upon authorizer approval. In entering into the term of this Sublease described below, School in no way represents or guarantees that its charter will be renewed beyond the end of its current cycle.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PREMISES.** The Foundation does hereby lease to the School and the School does hereby lease from the Foundation, approximately 20,000 square feet of the building located at 1325 Palomas Drive SE in Albuquerque, New Mexico, with adjacent parking lot, all contained within a 2.2416 acre parcel (referred to hereafter as the "Building" or "Premises" and depicted on Exhibit A hereto).

2. **TENANT IMPROVEMENTS.** The Premises shall include completed Tenant Improvements as described in Exhibit "C" hereto. The Tenant Improvements shall be made by CSPS to 2010 educational occupancy (E-occupancy) standards at CSPS' cost. Foundation agrees that, after the Tenant Improvements are completed, Foundation shall bring and maintain the Property to any additional or revised adequacy standards required by the State of New Mexico for the School during the term of this Sublease and any extensions thereof, at no additional cost to the School. During the construction of the Tenant Improvements, the School shall have the right to enter the Premises to inspect the construction and to direct changes or modifications in the construction plans, specifications and design. No changes to the final Plans as described in the Master Lease and Exhibit C hereto shall be made without the prior consent of the School.

3. **CONDITIONS PRECEDENT.**

A. The School's obligations under this Agreement, including payment of the security deposit and first month's rent deposit, are absolutely contingent upon the final closing of the sale and transfer of title in and to the above described Premises to CSPS. The parties hereto acknowledge in the event that title does not transfer to

CSPS on or before April 1, 2010, this Agreement shall become null and void without any obligation or costs to the School and without further notice or demand.

B. The School's obligations under this Agreement are further contingent upon receiving proof acceptable to the School from the proper and applicable planning/zoning authority that the Property has received all the necessary planning/zoning approvals for the School's uses.

C. This Sublease is expressly contingent upon sufficient appropriations being made by the State of New Mexico for performance of this Sublease as further described in paragraph 5 below.

4. LEASE TERM.

A. Initial Term. This commercial lease for the Premises is hereafter referred to as the "Sublease." The Initial Term of this Sublease shall commence on the Commencement Date as defined in Subsection 4.B. below (hereinafter "Commencement Date") and shall continue thereafter for an initial period of ten (10) years ("Initial Term"), unless earlier terminated pursuant to any provision of this Sublease. In accordance with Section 7 below, the School shall have options to extend this Sublease for four additional five (5) year terms. In the event the Foundation does not exercise its Purchase Option under the Master Lease, the School agrees to an automatic three-year extension of its Initial Lease Term in accordance with the provisions of the Master Lease.

B. Commencement Date. The Commencement Date shall be the date the Foundation notifies the School that all inspections and certifications necessary for occupancy of the Premises by a public school have been obtained from the appropriate governmental entities. The Commencement Date shall be no later than July 1, 2010; however, in no event shall rent be payable by the School prior to the date that all necessary E-occupancy approvals have been obtained or July 1, 2010, whichever is later.

5. EARLY TERMINATION. This Sublease shall terminate prior to the end of the term set forth without penalty or further obligation to the School, upon the occurrence of either of the following events:

(i) The New Mexico Legislature fails to grant sufficient authority and appropriations to the School to carry out the terms and conditions of this Sublease due to substantial cuts in total (state and federal) per pupil reimbursement and not due to reductions in enrollment; or

(ii) The School's charter is revoked or not renewed by its authorizer.

6. NOTICE UPON EARLY TERMINATION. The School will provide the Foundation with written notice of the School's early termination of the Sublease no less than five (5) business days from the date the School receives notice that its charter has been revoked or notice that the authorizer has refused to renew the charter, or within five days from the date the School receives notice that it has not received or will not receive sufficient appropriations to allow it to meet its obligations under this Sublease due to substantial cuts in total (state and federal) per pupil reimbursement and not due to reductions in enrollment. If either event described in 5.C. (i) or (ii) occurs,

the "Early Termination Date" shall be June 30 of the year in which the funds are not appropriated or the charter is not renewed, or the effective revocation date of the charter in the event of revocation. In the event School vacates the Premises prior to such Early Termination Date, the Foundation may lease the Premises to a third party in mitigation of any damages; however, any unmitigated amounts due under this Sublease through the Early Termination Date shall remain the obligation of the School.

7. OPTION TO EXTEND LEASE TERM/OPTION TO PURCHASE.

The School shall have the option to extend the Sublease for the Premises, for four (4) additional five (5) year terms ("Option Terms"), provided the School is not in default under the terms of this Sublease at the time of the exercise of the option and at the commencement date for each option term. Base Rent shall increase three percent (3%) per annum during each option term. The School shall provide Foundation notice of not less than nine (9) months prior to the expiration of the then-current lease term of its intent to exercise each option. The School is under no obligation to extend the term of this Sublease at any time, and the School shall have no further right to extend the term of this Sublease beyond the expiration of the extensions provided for above. Any Option Terms are also expressly contingent upon the appropriations and renewal/nonrevocation provisions in Paragraph 5, supra.

Foundation may, subject to Landlord's approval, assign its Option to Purchase under paragraph 4 of the Master Lease to School. Said option, if assigned, shall be exercised pursuant to the terms of paragraph 4 of the Master Lease and shall be subject to the approval of CSPA, which approval shall not unreasonably be withheld.

8. PAYMENTS.

A. Base Rent. The School shall pay to the Foundation during the Initial Term annual rent in monthly installments pursuant to the following Schedule (hereinafter "Base Rent"). The annual Base Rent payments for the Premises shall be calculated upon the basis of approximately 20,000 square footage of the Building to be utilized by the School, at \$15.60 per square foot.

INITIAL TERM RENT SCHEDULE

Lease Year	Base Rent per Annum	Additional Rent per Annum	
1	\$312,000	\$24,000	10-11
2	\$321,360	\$24,000	11-12
3	\$331,001	\$24,000	12-13
4	\$340,931	\$24,000	13-14
5	\$351,159	\$24,000	14-15
6	\$361,694	\$24,000	15-16
7	\$372,544	\$24,000	16-17
8	\$383,721	\$24,000	17-18
9	\$395,232	\$24,000	18-19
10	\$407,089	\$24,000	19-20

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B. Rent Due Date. Monthly payments shall be due and payable in advance no later than the 1st day of each month. If any such Base Rent shall be payable for a fraction of a month, the amount payable shall be a pro rata share of the full month's Base Rent based on the actual number of days of the month involved. Should the School fail within three (3) days after the amount is due to pay any Base Rent due hereunder at the time and in the manner herein provided, a late fee of five percent (5%) of the amount then due will be added to the amount due which shall be immediately due and payable without any further notice or demand from the Foundation. Acceptance of such late charge by the Foundation shall in no event constitute a waiver of the School's default with respect to such overdue amount, nor prevent the Foundation from exercising any of the other rights and remedies granted hereunder. Furthermore, the School agrees to pay the Foundation as and when Base Rent is due and payable all applicable state and local gross receipts and similar taxes now or hereafter required to be assessed and paid by the Foundation (except for income taxes imposed by any governmental entity) in respect of the Foundation's receipt of rent under this Sublease.

C. Net Lease. This Sublease is what is commonly called a "Net Lease,"; it is understood that the Foundation shall receive the Base Payment set forth in Section 8.A. free and clear of any and all other impositions, taxes, assessments, liens, charges or expenses of any nature whatsoever in connection with the ownership, maintenance, repair and operation of the Premises (other than income taxes). In addition to the Base Payment, and except as explicitly and specifically stated in this Sublease, the School shall be responsible for the direct payment of all impositions, insurance premiums, operating charges, maintenance charges, construction costs, and any other charges, costs and expenses which arise or may be contemplated under any provisions subsequent to the Commencement Date. The School shall not be responsible to pay for the cost of completing any construction that is described as part of the Tenant Improvements in the Master Lease, if any. During the Initial Sublease Term and any renewals thereafter, the School will pay, when due, all charges of every nature, kind or description for utilities furnished to the Premises or chargeable against the Premises, including all charges for water, sewage, heat, gas, light, garbage, electricity, telephone, steam, power, charges or other public or private utility services. Beginning on the Commencement Date, the School shall pay for all utilities or services at the Premises used by it or its agents, employees or contractors.

D. Taxes/Additional Rent. The Foundation shall pay all real estate taxes assessed against the Premises. One-twelfth (1/12) of such annual ad valorem taxes shall be added to the Base Rent due each month as Additional Rent. The Foundation shall provide a copy of the Bernalillo County Assessors annual "Tax Bill" to the School of each year's tax assessment(s) on or before November 30 of each year. The most recent tax assessment shall be the basis of the monthly Additional Rent under this Subsection. In the event of a change in the tax assessment, a lump sum adjustment for past months shall be made, payable by the School in the event of an increase and in the event of a decrease by the Foundation to the School, promptly upon notice from the Foundation to the School of the change. The Foundation shall charge an additional \$2,000 base rent as Additional Rent, to cover building maintenance obligations and Sublease administration costs, which Additional Rent shall be paid by the School payable to the Foundation. Said Additional Rent shall be renegotiated annually.

E. Security Deposit. A Sublease deposit in the amount of \$13,000 will be tendered by the School to the Foundation as security against damages to the property. The School shall be required to pay the security deposit to the Foundation at least thirty (30) days prior to the Commencement Date, but shall encumber said amounts upon execution of this

Agreement. The security deposit shall be refunded to the School in accordance with the provisions of paragraph 46.

F. "Rent" Defined. Base Rent and Taxes/Additional Rent are collectively referred to as "Rent".

G. Nature of Payment. No provision of this Sublease shall be construed or interpreted as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the School within the meaning of any constitutional or statutory limitation or requirement. No provision of this Sublease shall be construed or interpreted as creating a delegation neither of governmental powers nor as a donation by or a lending of the credit of the School within the meaning of any constitutional or statutory limitation or requirement. Neither of the Master Lease nor this Sublease directly or indirectly obligate the School to make any payments beyond those appropriated for any Fiscal Year for which such payments have been appropriated.

9. **USE AND INSURANCE RATING.** The School shall use the Premises for the following purposes and for no other purposes whatsoever: operation of a charter school and related educational purposes, and related general office use, and any other use permitted by applicable governmental zoning requirements. No portion of the Property shall be used primarily for pervasively sectarian purposes. The School will comply with all applicable state and federal laws concerning discrimination on the basis of race, creed, color, gender, national origin, or religious belief and will respect, permit, and not interfere with the religious beliefs of persons working for the School. The School will not conduct or permit to be conducted any activity or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Building; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable insurance rating bureau to be due to activity or equipment of the School in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment, and as a result thereof, the School shall be liable for such increase and shall reimburse the Foundation therefor.

10. **LANDLORD WARRANTY.** The Foundation warrants that it has been assured by its Landlord, CSPS, pursuant to the terms of the Master Lease, that as of the Commencement Date the Premises complies with or will comply with any and all federal, state and local school building occupancy and environmental regulations, including E-occupancy requirements. If an environmental hazard not caused by the School, which threatens the life, health or safety of the School's employees, students or the public is discovered and the Foundation refuses or cannot remediate said threat, then the School may terminate this Sublease without penalty, and may exercise all other remedies available under law or equity. The Foundation further warrants that the Tenant Improvements described in Exhibit B of the Master Lease have been or will be completed in accordance with the approved plans and specifications set out in Exhibit C, by the Commencement Date.

Neither the Foundation nor any agents or employees of the Foundation have made any other representations or promises with respect to the Premises, except as expressly set forth herein and no rights, privileges, easements or licenses are acquired by the School, except as expressly set forth herein for full quiet enjoyment of the Premises.

11. REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE FOUNDATION. The Foundation represents, covenants, and warrants as follows:

A. The Foundation is a not-for-profit corporation duly organized, existing, and in good standing under the laws of the State, is duly qualified to do business in the State, is possessed of full power to purchase, own, hold, and lease (as owner, lessee, and sublessor) real and personal property, has all necessary power to sublease the Premises to the School pursuant to this Sublease, to sublease the Tenant Improvements to the School pursuant to this Sublease, and to execute, deliver, and perform its obligations under the Master Lease and this Sublease and has duly authorized the execution, delivery, and performance of its obligations under the Master Lease and this Sublease.

B. The Foundation shall at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew its tax exempt status and all the rights and powers provided to it under its articles of incorporation, bylaws, action of its board of directors, and applicable law.

C. The Master Lease and this Sublease are enforceable against the Foundation in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally and equitable principles, whether considered at law or in equity.

D. The Premises will be subleased by the Foundation in accordance with all Requirements of Law.

E. Neither of the execution and delivery of the Master Lease or this Sublease, or the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions, and provisions of any restriction or any agreement or instrument to which the Foundation is now a party or by which the Foundation is bound or constitutes a default under any of the foregoing.

F. Except as specifically provided in the Master Lease and this Sublease, the Foundation will not assign the Master Lease or this Sublease, its rights to payments from the School or its duties and obligations hereunder or thereunder to any other person, firm, or corporation so as to impair or violate the representations, covenants, and warranties contained herein.

G. To the knowledge of the Foundation, there is no litigation or proceeding pending or threatened against the Foundation or any other person affecting the right of the Foundation to execute and deliver this Sublease, or the ability of the Foundation otherwise to comply with its obligations under this Sublease.

12. ASSIGNMENT AND SUBLETTING. The School shall have the right to immediately sublease the Premises from the Foundation, which right to sublet has been approved by CSPS, landlord in the Master Lease, as indicated by its duly authorized agent below. The School shall not have the right to sublet or assign all or any part of the Premises without the prior written consent of CSPS and the Foundation, which will not be unreasonably withheld, provided the sublease or assignment complies with the conditions below.

A. Any sublease shall limit the use of the Premises by any tenant to the permitted uses set forth in Section 9 above;

B. Any assignment or sublease shall not relieve the School of its obligations under this Sublease. The School shall be specifically relieved from the obligations of Sections 15 through 21 of the Master Lease except to the extent that they are consistent with Section 17. through 20 of this Sublease;

C. Except as stated in above with regard to the School, the School shall provide the Foundation with notice of any assignment or sublease in writing, and The Foundation shall have a reasonable time, not to exceed thirty (30) days from receipt thereof to make a decision concerning such assignment or sublease. If CSPS and the Foundation consent to any assignment or sublease, the form of assignment or sublease shall be subject to CSPS' and the Foundation's consent;

D. Such assignment or sublease shall not violate rules, from time to time adopted by the Foundation consistent with this Lease for general application throughout any of the Premises, if any.

E. The financial condition and credit record of the assignee or subtenant shall be reasonably acceptable to CSPS and the Foundation. The Foundation shall have the right to receive upon request any assignee's or subtenant, financial statements at anytime during the Lease Term, but no more than once in any given twelve (12) month period; and

F. Any assignment made in violation of the provisions contained herein shall be ineffective.

G. Except as otherwise provided for and agreed to by the Foundation in this Sublease, each assignee, tenant or other transferee (other than the School), unless specifically provided for in this Sublease, shall assume, as provided in this Section, all obligations of the Foundation and the School under the Master Lease and this Sublease and shall be and remain liable jointly and severally with the Foundation and the School for the payment of Rent and Additional Rent, if any, and for the performance of all the terms, covenants, conditions and agreements herein contained on the School's part to be performed for the Term; provided, however, that the assignee, tenant, mortgagee, pledges or other transferee shall be liable to the Foundation for rent only in the amount set forth in the assignment or sublease. No Assignment shall be binding on the Foundation unless the assignee or the School shall deliver to the Foundation a counterpart of the assignment and an instrument in recordable form that contains a covenant of assumption by the assignee satisfactory in substance and form to the Foundation, consistent with the requirements of this Section, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability as set forth above.

13. **ALTERATIONS.** The School will not make any alterations of or additions to the Premises without the prior written approval of the Foundation, not to be unreasonably withheld. The School may make changes or alterations costing less than \$10,000 without the Foundation's approval, but only if (i) they are of a non-structural nature, or (ii) they do not affect or involve Building systems. All work to be performed on or within the Premises shall be in compliance with Section 11 of the Master Lease. Any School property remaining on the Premises upon termination of this Sublease, as well as (i) all changes and alterations made without required approval and (ii) all other changes and alterations made by the School except for standard building and except for those which it has been agreed need not be removed, shall be removed by the School at the School's cost and expense. The School shall, at its cost and expense, repair any damage to the Premises or the Building caused by such removal. Any of the

foregoing not removed from the Premises prior to termination or expiration of the Sublease shall, in accordance with the Master Lease become the property of Foundation's or Foundation may remove the same, and the School shall pay the cost of removal and of any repairs in connection therewith within thirty (30) days after the receipt of a bill therefore. The School's obligation to pay any such costs shall survive any termination of this Sublease.

14. **EQUIPMENT AND FURNISHINGS.** The School may install or operate in the Premises a reasonable quantity of electrically operated equipment or other machinery which uses standard 110 volt current, 120 volt current, 220 volt current, and 440 volt current, and which it has been determined in accordance with the Master Lease constitutes standard office equipment, including employee/customer break room and kitchen facilities. The School shall not install or operate an excessive amount of equipment or other machinery or any other equipment of any kind or nature whatsoever which will or may require any changes, replacements or additions to or in the use of the heating, air conditioning, electrical or plumbing systems of the Premises without first obtaining the prior written consent as required by the Master Lease.

15. **SERVICES AND MAINTENANCE.** Subject to the provisions of Section 2 of this Sublease, the School shall be responsible for the costs of all utility services to the Premises and for all other operating and maintenance costs of the Premises, including without limitation, janitorial services and cosmetic maintenance, and insurance.

A. **Heating and Air Conditioning, Plumbing, Electrical and Life Safety Systems.** The School leases the Premises in an "as is" condition on the Commencement Date, except for the completion of the Tenant Improvement obligations described in Exhibit C, which, if incomplete or partially incomplete by the Commencement Date, shall be completed by CSPS at no additional cost to the School. The School shall be responsible for the interior maintenance and repair of the Premises; routine maintenance of the HVAC, plumbing, electrical and life safety systems, roof, glass and the exterior façade of the Premises, landscaping and the parking lot for the Premises. Responsibility for replacement of the HVAC, plumbing, electrical and fire sprinkler systems, roof, and exterior walls shall be in accordance with the terms of the Master Lease, unless such maintenance or repairs are necessitated by the act, neglect, fault or omission of any duty by the School, its agents, servants, employees or invitees, in which case the School shall cause the necessary maintenance or repair to be performed and the School shall pay for the reasonable cost of such maintenance and repairs. The School shall be responsible for all interior maintenance of the Building including service contracts on the HVAC, plumbing, electrical and fire sprinkler systems and maintenance of the parking lot for the Premises.

Except for improvements beyond the Tenant Improvements which may be required by applicable authorities to meet state adequacy standards, the cost of which shall be borne by the Foundation, all repairs and replacements made by or on behalf of School or any person claiming through or under School shall be made and performed (a) at School's cost and expense in at least equal to the quality, value, and utility to the original work or installation, and (b) in accordance with the Rules and Regulations for the Building, if any, and in accordance with all applicable laws and

regulations of governmental authorities having jurisdiction over the Premises. If the School is notified of the necessity for any repairs or replacements required to be made by the School under section and the School fails to commence diligently to effect the same within 30 days thereafter, the Foundation or CSPS may proceed to make such repairs or replacements and the expenses incurred by either in connection therewith shall be due and payable from the School within 60 days following demand; provided that making any such repairs or replacements shall not be deemed a waiver of the School's default in failing to make the same.

B. **Keys and Locks.** The Foundation shall furnish the School with one (1) set of keys for the locks on each door entering the Premises. School shall have the right to change locks or to add locks to any door of the Premises. School shall notify the Foundation of any changes to locks and furnish the Foundation with keys on request. Upon termination of this Lease, the School shall surrender to the Foundation all keys to the Premises, and give to the Foundation explanation of the combination of all locks for safes, safe cabinets and vault doors, if any, in the Premises.

C. **Signage.** The School shall have the right to install any signage upon property and or street which is permitted by law and agreed to in accordance with the Master Lease.

D. **Roof and Structural.** Responsibility for the roof and Property's structural repairs shall be in accordance with Section 13 D. of the Master Lease.

16. **NO WARRANTY AS TO SERVICES.** There is no warranty that any of the utility services will be free from interruption. Interruption of service shall not be deemed an eviction or disturbance of the School's use and possession of the Premises or any part thereof, or render the Foundation or any of the Foundation's agents or employees liable to the School for damages, or relieve the School from performance of its obligations under this Sublease, unless caused by the Foundation's or the CSPS/Landlord's intentional or negligent act(s) or omissions, or those of their employees, agents and representatives.

17. **SCHOOL'S INSURANCE.**

A. Upon the execution and delivery of this Sublease and until termination or end of the term (and any extended terms) or earlier termination of this Sublease, the School shall, at its own expense, obtain and maintain the following policies of insurance:

(i) Insurance against loss or damage to the Building and all improvements therein, all subject to standard form exclusions, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of New Mexico, in an amount equal to the full replacement value of the improvements;

(ii) Commercial comprehensive general liability and automobile liability insurance against claims arising in, on or about the Building, including in, on or about the sidewalks or premises adjacent to the Building, providing coverage limits not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate; and

(iii) Such other forms of insurance as are customary in the industry or as the School is required by law to provide with respect to the Facilities, including, without limitation, any legally required worker's compensation insurance and disability benefits insurance.

(iv) Insurance as required under Section 17 of the Master Lease.

B. The insurance policies required by this Section shall meet the following conditions: (i) any insurance policy may have a deductible clause in an amount not to exceed \$20,000; (ii) each insurance policy shall be so written or endorsed as to make losses, if any, payable to the School, CSPS and the Foundation, as their respective interests may appear; (iii) each insurance policy shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the School or the Foundation without first giving written notice thereof to the School and the Foundation at least 30 days in advance of such cancellation or modification; (iv) each insurance policy, or each certificate evidencing such policy, shall be deposited with the Foundation upon request; (v) full payment of insurance proceeds under any insurance policy up to the dollar limit required by this Section in connection with damage to the Building shall, under no circumstance, be contingent on the degree of damage sustained at other property owned or leased by the School; and (vi) to the extent the School can control the terms of each insurance policy, each insurance policy shall explicitly waive any coinsurance penalty. The School may, in its discretion, provide any of the insurance required by this Section under blanket insurance policies that insure not only the risks required to be insured hereunder but also other similar risks. The School agrees to pay the premiums for any insurance required by the Master Lease as part of the Additional Rents.

C. The parties acknowledge that the School is required to maintain insurance coverage through the New Mexico Public School Insurance Authority ("NMPSIA"). Any insurance requirement in Subsection (a) hereof that is not fully met by NMPSIA coverage may be satisfied by the School's acquisition of supplemental policies from a different insurance carrier is permitted by law.

18. COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS.

The School, at its own cost and expense, shall comply with all applicable laws, orders and regulations of federal, state, county and municipal authorities, and with all directions, pursuant to law, of all public officers, that shall impose any duty upon the Foundation or the School with respect to the Premises or the use or occupancy.

The School shall not do anything, or permit anything to be done, in or about the Premises inconsistent with classrooms and ancillary areas for a public charter school use and which shall (a) invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Building or any property located therein, or (b) result in a refusal by fire insurance companies of good standing to insure the Building or any such property in amounts reasonably satisfactory to CSPS or the Foundation, or (c) subject CSPS or the Foundation to any liability or responsibility for injury to any person or property by reason of any business operation being conducted in the Premises, or (d) cause any increase in the fire insurance rates applicable to the Building or property located therein at the beginning of the Term or at any time thereafter. The School, at the School's expense, shall comply with all rules, orders, regulations or requirements of the New Mexico Public School Insurance Authority.

The School and Foundation shall observe and comply promptly with all current and future requirements of law applicable to the Building (including those set forth in Section 22-8B-4.2 of the Act). The Foundation hereby ensures that the Building will be maintained in accordance with the applicable requirements of the Public School Code and the Charter Schools Act as set forth in NMSA 1978 22-8B-4.2 (2007) as may be amended from time to time.

19. **RISK ALLOCATION AND INSURANCE.** The parties desire, to the extent permitted by law, and without waiving any of School's protections and immunities under the New Mexico Tort Claims Act, to allocate certain risks of personal injury, bodily injury or property damage, and risks of loss of real or personal property by reason of fire, explosion or other casualty, and to provide for the responsibility for insuring those risks. It is the intent of the parties that, to the extent any event is insured for or required herein to be insured for, any loss, cost, damage or expense arising from such event, including, without limitation, the expense of defense against claims or suits, be covered by insurance, without regard to the fault of School, its officers, employees or agents ("Tenant Protected Parties"), and without regard to the fault of Foundation, its affiliates, agents, their respective partners, shareholders, members, agents, directors, officers and employees ("Landlord Protected Parties"). As between Landlord Protected Parties and Tenant Protected Parties, such risks are allocated as follows:

(i) School shall bear the risk of bodily injury to, and death of (i) School's employees and School's customers, contractors, agents and invitees and damage to the property of its employees, customers, contractors, agents and invitees occasioned by events occurring on or about the Premises and (ii) third parties occasioned by events occurring on or about the Premises regardless of the party at fault, except to the extent of the negligent or intentional acts or omissions of Foundation, its employees, agents and representatives to the extent the same are not covered by the insurance to be carried by School pursuant to this Agreement. Said risks shall be insured as provided in Subsection 17.A.

(ii) Foundation shall bear the risk of bodily injury to, and death of its employees and third parties, and damage to the property of its employees and third parties, occasioned by events occurring on or about the Premises.

(iii) School shall bear the risk of damage to School's contents, improvements, trade fixtures, machinery, equipment, furniture and furnishings in the Premises arising out of loss by the events required to be insured against pursuant to Section 17.B.

20. **DAMAGE, DESTRUCTION, OR CONDEMNATION; USE OF NET PROCEEDS.**

A. *Damage, Destruction, or Condemnation.* If, during the term (and any extended terms) of this Sublease, (i) the Premises or any portion thereof shall be destroyed, in whole or in part, or damaged by fire or other casualty; (ii) title to, or the temporary or permanent use of, the Premises or any portion thereof or the estate of the School or the Foundation in the Premises or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; (iii) a breach of warranty or any material defect with respect to the Premises shall become apparent; or (iv) title to or the use of all or any portion of the Premises shall be lost by reason of defect in the title thereto, then the resulting damage or impairment shall be repaired or remedied by the Foundation as provided in, and to the extent required by and subject to the provisions of, the Master Lease. Any repair, restoration, modification, improvement, or

replacement shall be the property of CSPS, subject to this Sublease, and shall be included as part of the Premises under this Sublease.

B. *School Obligation.* Notwithstanding anything to the contrary in Subsection (a) hereof, if Net Proceeds are within the control of the School, and not within the control of the Foundation, the School shall have the obligation to repair or remedy any damage or impairment to the Premises to the extent of such Net Proceeds. As used herein, "Net Proceeds" means, when used with respect to any insurance payment or condemnation award, the gross proceeds thereof less the expenses incurred in the collection of such gross proceeds.

C. *Cooperation of the School.* The School shall cooperate fully with CSPS and/or the Foundation in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Subsection (a) hereof, in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Building or any portion thereof, and in the prosecution of any action relating to defaults or breaches of warranty under any contract relating to the Building.

D. *Abatement of Rent.* The School shall not be relieved from its obligation to pay Rent hereunder by reason of any occurrence described in Subsection (a) hereof so long as the School is not prevented from using all of the Premises for a period of more than 30 days. If the School is prevented from using more than twenty percent (20%) of the area of the improvements for more than 30 days, then, for each month or portion thereof following such 30 days, the School's obligation to pay Rent shall be reduced by a fraction that is equal to the area of the improvements that it is prevented from using during such month or portion thereof.

20. **WASTE.** The School shall use due care in the use of heat, water and electricity, the use of the Premises and without qualifying the foregoing, shall not neglect or misuse plumbing fixtures, electric lights and heating.

21. **RUBBISH AND DEBRIS.** No rubbish, trash, dirt, debris or objects of any kind shall be put outside the Building except within designated dumpsters or other appropriate waste receptacles. The School shall cause the School's employees, agents and invitees to comply with this Section and other applicable portions of this Sublease.

22. **HAZARDOUS SUBSTANCES.**

A. The School does not and shall not use or permit the use of the Premises for any purpose relating to the storage and use of Hazardous Materials. School shall not, in any event, generate, manufacture, produce, release, discharge or dispose of on, in or under the Premises or the Building, or transport to or from the Premises, any Hazardous Materials, or allow any other person or entity to do so. CSPS and the Foundation represent and warrant that to their knowledge there are no hazardous materials in or about the Premises or the Building as of the Commencement Date.

B. The School shall comply with all local, state or federal laws, ordinances or regulations relating to Hazardous Materials and above ground and underground storage tanks on, in, under or about the Premises occurring for the first time after the Commencement Date.

C. The School shall promptly notify CSPS and the Foundation should the School receive notice of or otherwise become aware of any (i) pending or threatened environmental regulatory action against the School, the Premises or the Building; (ii) claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous

Material; or (iii) release or discharge or threatened release or discharge of any Hazardous Material in, on, under or about the Premises or the Building.

D. The School shall promptly deliver copies of any documents relating to any governmental proceeding relating to Hazardous Materials and all engineering reports, test reports and laboratory analysis concerning the Hazardous Materials to CSPA and the Foundation.

E. The School shall promptly and thoroughly investigate suspected Hazardous Materials contamination of the Premises or the Building or the ground water of the Building, resulting from the School's use of the Premises.

F. CSPA or the Foundation shall have the right at its own expense to require an annual audit of the School's operation on the Premises to ensure compliance with environmental laws and regulations and this Section if the School is found to be in violation of applicable environmental laws or regulations. Upon receipt of written notice from CSPA or the Foundation, the School shall promptly correct any violations and/or deficiencies cited in the audit.

G. If an Event of Default occurs, CSPA and the Foundation shall have the right to cause to be conducted an investigation of the Premises for Hazardous Materials and, if such are found and are determined to have been placed on the Premises by the School, the School shall forthwith remove, repair, clean up or detoxify any Hazardous Materials from the Premises, the Building, or ground water resulting from School's use, whether or not such actions are required by law; the School shall also then be responsible for the costs of the investigation.

H. The School shall permit the Foundation or CSPA or its agents to inspect the Premises with at least 24 hours notice and at reasonable times when students are not present on the Premises (unless in an emergency) and agree to fully cooperate in determining compliance with this Section.

I. Subject to and to the extent allowed by the New Mexico Tort Claims Act, and any other governing law or statute, the School shall protect, indemnify and hold harmless the Foundation and CSPA, their directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) arising directly or indirectly out of the School's use of the Premises, or from the conduct of the School's business or attributable to the School's failure to comply with this Section, including without limitation (i) all reasonably foreseeable consequential damages; and (ii) the costs of any required or necessary repair, clean up, or detoxification of the Premises or the Building and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive termination or cancellation of this Sublease.

J. CSPA and the Foundation shall each protect, indemnify and hold harmless the School, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) from Hazardous Materials existing prior to the Commencement Date for the Premises and arising directly or indirectly out of CSPA's actions or inactions, including the employees, agents, representatives and successors of CSPA, attributable to CSPA's failure to comply with this Section, including without limitation (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, clean up, or detoxification of the Premises or the Building and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive termination or cancellation of this Sublease.

K. "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation,

any substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "contaminants" or "pollutants" under any applicable federal or state laws or regulations.

23. **LIENS.** The School, the Foundation and CSPS shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for School or any person or entity claiming through or under School. In the event that the School shall not, within ten (10) days following the imposition of any such lien, cause same to be released of record by payment or posting of a proper bond, CSPS and/or the Foundation shall have, in addition to all other remedies provided herein and by law, the right but not the obligation to cause same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by CSPS or the Foundation and all expenses incurred by it in connection therewith shall be considered Additional Rent and shall be payable to it by the School within 30 days following demand. Any such action by CSPS or the Foundation shall not in any event be deemed a waiver of the School's default with respect thereto. CSPS and/or the Foundation shall have the right at all appropriate times to post and keep posted on the Premises any notices permitted or required by law, or that CSPS and/or the Foundation shall deem proper, for the protection of CSPS and/or the Foundation, the Premises, the Building, and any other party having an interest therein, from mechanics' and materialmen's liens, and the School shall give to CSPS and the Foundation at least ten (10) business days' prior notice of commencement of any construction on the Premises.

24. **RIGHT TO ENTER PREMISES.** CSPS and/or the Foundation or its authorized agents or attorneys, may at any reasonable time upon prior written three (3) day notice, except in the event of an emergency (and without interfering with the School's use of the Premises) enter the Premises to inspect, make repairs and improvements and/or changes in the Premises or other premises in Building as CSPS and/or the Foundation may deem proper. Except in cases of emergency or upon prior arrangement with the School, CSPS and the Foundation shall restrict entry to days/times when students are not present on the Premises. Upon entry CSPS and the foundation must follow all school visitor policies and state laws and regulations regarding student safety and protection.

25. **SECURITY OF PREMISES.** The School assumes full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured after normal business hours.

26. **AGREEMENT TO BE SUBORDINATE.** This Agreement is subject and subordinate to all mortgages, deeds of trust, and restrictions which may now or hereafter affect the Premises and to all renewals and extensions thereof. For confirmation of such subordination, the School shall execute promptly any subordination agreement requested by CSPS and/or the Foundation. Such subordination is subject to The School enjoying the quiet possession of the Premises if any mortgagee or deed of trust grantee becomes landlord hereunder provided that The School is not then in default hereunder or does not default in the future. The School agrees to attorn to any mortgagee or deed of trust grantee or other purchaser at foreclosure or in lieu of foreclosure.

27. **ESTOPPEL CERTIFICATE.** The School agrees that at any time and from time to time upon not less than five (5) days prior written notice by CSPS or the Foundation, to execute, acknowledge and deliver to the Foundation a statement in writing.

A. Certifying that this Sublease is unmodified and in full force and effect if there have been modifications, that this Sublease is in full force and effect as modified and stating the modifications.

B. Stating the dates to which the rent and other charges hereunder have been paid by the School.

C. Stating whether or not, to the best knowledge of the School, CSPS or the Foundation is in default in the performance of any covenants, agreements or conditions contained in this Sublease and if so, specifying each such default of which the School may have knowledge.

D. Responding to such other matters as CSPS or the Foundation reasonably requests. Any such statement delivered pursuant hereto may be relied upon by any owner or prospective purchaser of the Building, any prospective mortgagee of the Building or CSPS' or the Foundation's interest therein or any prospective assignee of any such mortgagee.

28. **THE SCHOOL TO SURRENDER PREMISES IN GOOD CONDITION.** Upon the expiration or termination of the Sublease, the School shall at its expense:

A. remove the School's goods and effects and those of all persons claiming through the School; and

B. quit and deliver up the Premises to the Foundation peaceably and quietly in as good order and condition as the same were on the date the Sublease commenced or were thereafter in place by the Foundation, reasonable wear and tear accepted; and

C. any property left in the Premises after the expiration or termination of the Sublease shall be deemed to have been abandoned and shall be deemed the property of the Foundation to be disposed of as the Foundation sees fit.

29. **DEFAULT.** The occurrence of any of the following events shall constitute a default by the School under this Sublease:

A. If the School fails to pay any amounts to be paid by it hereunder, including but not limited to Base Rent, Additional Rent and late charges and such default shall continue for a period of three (3) days after the Foundation has given the School written notice of such failure to pay. Notwithstanding the foregoing sentence, delays in state funding received by the School of 45 days or less shall not constitute a default under this Sublease however all late fees shall be applicable; if delays in funding occur, School shall pay amounts due and owing under this Sublease within three (3) days of receipt of funding sufficient to pay such amounts; or

B. If the School fails to perform or observe any of the School's other material obligations, covenants or agreements herein or hereunder, and such failure shall continue for a period of twenty (20) days after the Foundation has given the School written notice thereof, provided however, if the default cannot be reasonably cured within twenty (20) days, the School shall have such additional time as is reasonably necessary to cure said default, provided the School acts diligently towards curing the default; or

C. Abandonment or vacating of the Premises by the School.

Upon the occurrence of any of the foregoing defaults, the Foundation may, but with no obligation to do so, immediately re-enter the Premises and remove all persons and property there from. The School shall have the right to keep the Sublease in full force and effect, or, at its option, terminate this Lease as to all future rights of the School. Except as otherwise required by the terms of this Agreement the Foundation is relieved from serving written notice of the Foundation's intent to re-enter the Premises. Except as otherwise agreed to by the Foundation, The School shall be liable to the Foundation against all loss of rents and other damages which it may incur by reason of such default. In the event of the School's default and Foundation's re-entry, whether this Sublease is terminated by the Foundation, the School shall pay the Foundation, as additional damage, interest at the rate of 1.5 percent (1.5%) per annum on (i) all unpaid Rent and late charges accrued from date of default until paid. The parties shall have the right to commence one or more actions to enforce the terms hereof and the commencement and prosecution of one action shall not be deemed a waiver or an estoppel from commencing one or more actions from time to time in the future. All rights and remedies of the parties under this Sublease shall be cumulative and shall not be exclusive of any other rights and remedies provided to the parties under applicable law. The School shall not be subject to and is hereby relieved of the acceleration provisions of the Master Lease under Section 33.

30. **RIGHT TO CURE DEFAULTS.** If the School defaults in the observance or performance of any of the School's covenants, agreements or obligations hereunder wherein the default can be cured by the expenditure of money, the Foundation may, but without obligation, and without limiting any other remedies which it may have by reason of such default, cure the default, charge the cost thereof to the School and the School shall pay the same forthwith upon demand.

31. **USE OF THE TERMS "FOUNDATION," "THE SCHOOL" AND "CSPS".** The terms "Foundation" and "School" wherever used in this Sublease, shall be construed to mean where relevant especially in connection with the provisions of this Sublease relating to personal injury, limitation of liability, indemnification, property damage and insurance, "Foundation" shall mean the Foundation, its respective employees, agents, invitees, licensees, customers, clients, partners and shareholders and "the School" shall mean its employees, agents, business invitees, licensees, customers and clients. The acronym "CSPS" refers to the lessor of the Master Lease, known as CSPS - Palomas, LLC, its members, managing member, employees, agents, business invitees, licensees, customers and client. CSPS is the also intended to mean the owner of the Premises.

32. **CSPS and FOUNDATION CONSENT.** Where consent is required herein by either or both the owner of the Building, CSPS its successors or assigns, or the Foundation, said consent it shall not be unreasonably withheld, or delayed.

33. **EXECUTION BY FOUNDATION AND CSPS.** Submission of this instrument to the School, or its governing body, agents or attorneys, for examination or signature does not constitute or imply an offer to sublet, reservation of space, or option to lease, and this Sublease shall have no binding effect until execution by the Foundation and the School, and approval by CSPS.

34. **CONTINUANCE OF AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

35. **PROTECTION OF CSPS IN THE EVENT OF SALE OF THE BUILDING OR PROPERTY.** "CSPS", as that term is used in this Sublease, means only the owner or the mortgagee in possession or grantee in possession under a deed of trust, or the owner of CSPS' interest in this Sublease, or in the event of any sale or sales of the Premises, or this Sublease, CSPS shall be and hereby is entirely freed and relieved of all covenants and obligations of CSPS hereunder, and it shall be deemed and construed without further agreement between the parties or their successors-in-interest that the purchaser or the tenant or assignee of the land and/or building has assumed and agreed to carry out any and all covenants and obligations of CSPS and/or the Foundation hereunder.

36. **SEVERABILITY.** The provisions of this Lease Purchase are expressly severable, and the unenforceability of any provision or provisions hereof shall not affect or impair the enforceability of any other provision or provisions.

37. **MEMORANDUM OF LEASE.** The School, the Foundation and CSPS shall, upon the written request of the other, execute a memorandum in a form suitable for recording. Said Memorandum shall be dated on the date and year of the execution of this Sublease and shall disclose the parties, the terms of the Sublease, the legal description of the Premises and may contain, in addition to the foregoing, such other terms and conditions as the parties and the case may be, may require.

38. **WAIVER OF COVENANTS.** Failure of the parties to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Sublease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The receipt by Foundation of rents with knowledge of a breach in any of the terms, covenants and conditions of this Sublease to be kept or performed by the School shall not be deemed a waiver of such breach, and the Foundation shall not be deemed to have waived any provision of this Sublease unless expressed in writing and signed by the Foundation.

39. **NOTICES.** Any notice or demand which, under the terms of this Sublease or under any statute must or may be given or made by the parties hereto, shall be in writing, and may be given or made by personal delivery or mailing the same by registered mail, addressed to the other party at the address mentioned below. The parties, however, may designate in writing such new or other address to which such notice or demand shall hereafter be so given, made or mailed. Any notice given hereunder by mail shall be deemed delivered when deposited in the United States mails, certified mail, return receipt requested, postage prepaid, and addressed as herein provided:

Foundation: CESAR CHAVEZ COMMUNITY SCHOOL EDUCATIONAL
FOUNDATION
1325 Palomas Drive SE
Albuquerque, NM 87108

School: Cesar Chavez Community School
c/o Head Administrator
1325 Palomas Drive SE
Albuquerque, NM 87108

Rent payments shall be submitted as follows:

NAME
CESAR CHAVEZ COMMUNITY SCHOOL EDUCATIONAL
FOUNDATION
1325 Palomas Drive SE
Albuquerque, NM 87108

40. **AMENDMENTS.** This Sublease may be amended only by a writing executed by both parties hereto.

41. **MISCELLANEOUS.** This Sublease shall be construed according to the laws of the State of New Mexico. The captions in this Sublease are for convenience only and are not part of this Sublease.

42. **REPRESENTATIONS.** This Sublease constitutes the final agreement of the parties hereto and supersedes all negotiations, representations or agreements, whether written or oral, made prior to the execution hereof. The Foundation makes no representations or warranties regarding the Premises or of the Foundation's or the School's rights, obligations, or duties with respect thereto other than those expressly set forth in this Sublease. By execution of this Sublease, the School acknowledges that no representations or warranties have been made by the Foundation other than as expressly stated herein (or Landlord's agents, representatives, or employees, or by anyone acting on behalf of Landlord or under contract with Landlord) upon which the School has relied in executing this Sublease other than such representations or warranties that are expressly set forth or expressly incorporated herein.

43. **FINANCIAL STATEMENTS.** The School (and any assignee or subtenant) shall provide the Foundation with complete and accurate financial statements of the School (assignee or subtenant as the case may be) promptly upon the Foundation's request at anytime during the Sublease, but no more than once in any twelve (12) month period.

44. **FORCE MAJEURE.** If the Foundation or the School cannot perform any of their respective obligations under the terms of this Sublease due to event(s) beyond their control, the time provided for performance of such obligations shall be extended by a period of time equal to the duration of such event(s). If either party to the Sublease desires to invoke the

provisions of this Section, it shall provide written notice to the other party of the reasons for the delay and the invoking party shall use best reasonable efforts to mitigate the effects of such occurrence. Event(s) beyond the Foundation's or the School's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood, or other casualty, shortages of labor and materials, government regulation or restriction and weather conditions, but shall in no event include defaults due to the Foundation's or the School's failure to meet their respective monetary obligations hereunder.

45. ATTORNEY'S FEES. If the Tenant defaults in the performance of any of the covenants of this Lease Purchase and by reason thereof the Landlord employs the services of an attorney to enforce performance of the covenants by the Tenant, to evict the Tenant, to collect moneys due from the Tenant, or to perform any service based upon said default, then in any of said events the Tenant does agree to pay a reasonable attorney's fee and all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy available to the Landlord. In any proceeding brought by either Landlord or Tenant against the other relating to this Lease Purchase, a reasonable attorney's fee, costs and expenses shall be recovered in such proceeding by the successful party therein.

46. SECURITY DEPOSIT. The School shall deliver to the Foundation the security deposit specified in Subsection 8.E. as security for the faithful performance of all terms, covenants and conditions of this Sublease. The School agrees that the Foundation may, without waiving any of the Foundation's other rights and remedies under this Sublease upon the occurrence of any of the events of default described in Section 29 hereof, apply the security deposit to remedy any failure by the School to pay Rent or Additional Rent, to repair or maintain the Premises, or to perform any other terms, covenants or conditions contained herein. If the School has kept and performed all terms, covenants and conditions of this Sublease during the Term, the Foundation will within thirty (30) days following the termination hereof return said sum to the School or the last permitted assignee of the School's interest hereunder at the expiration of the Term. Should the Foundation use any portion of the security deposit to cure any default by the School hereunder, the School shall within 30 days following the Foundation's demand replenish the security deposit to the original amount. The Foundation shall not be required to keep the security deposit separate from its general funds, and School shall not be entitled to interest on any such security deposit.

47. CALCULATION OF TIME. Any time period herein calculated by reference to "days" means calendar days, *i.e.*, including Saturdays, Sundays, and holidays as observed by the State of New Mexico; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or such observed holiday, the day for such act shall be first day following such Saturday, Sunday, or observed holiday that is not a Saturday, Sunday, or such observed holiday.

48. NO INDIVIDUAL LIABILITY. All covenants, stipulations, promises, agreements, and obligations of the School or the Foundation, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the School or the Foundation, as the case may be, and not of any member, director, officer, employee, or other agent of the School or the Foundation 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, or other agent of the School or the Foundation any natural person executing this Sublease, the Master Lease, or any related document or instrument.

49. **INCORPORATION.** Each and all of the recitals set forth at the beginning of this instrument, and any exhibits referenced herein and attached hereto, are incorporated herein by this reference.

50. **COUNTERPARTS.** This Sublease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

51. **CONFLICTS.** The terms of this Sublease shall not modify the Master. Lease except as expressly stated herein.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have entered into this Sublease as of the date first written above.

THE SCHOOL

Cesar Chavez Community School,
a New Mexico public charter school

By: [Signature]
Name: ESPIRITU ESPINOZA II
Title: President, Governance Council

THE FOUNDATION

CESAR CHAVEZ COMMUNITY SCHOOL EDUCATIONAL FOUNDATION,
a New Mexico not-for-profit corporation

By: [Signature]
Name: Stanley S Albrycht
Title: President 12/17/09

OWNER'S CONSENT TO SUBLEASE PER TERMS OF THIS AGREEMENT IS GIVEN BY:

CSPS - Palomas, LLC
a Nevada Limited Liability Company

By: [Signature]
Name: LAUREN FIEDER
Title: MANAGING MEMBER

Exhibit A
to
Sublease Agreement:

Site Plan

Exhibit B:
Master Lease

Exhibit C:

Tenant Improvements plans/specs

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FIRST AMENDMENT TO SUBLEASE

This First Amendment to Sublease ("Amendment") is entered into by and between the CESAR CHAVEZ COMMUNITY SCHOOL EDUCATION FOUNDATION, a New Mexico not-for-profit corporation, (the "Foundation"), as Sublessor, and CESAR CHAVEZ COMMUNITY SCHOOL, a New Mexico public charter school, (the "School"), as Sublessee, this January __, 2017.

WITNESSETH:

WHEREAS, the Foundation and the School entered into a Sublease Agreement dated _____, 2009 ("Sublease") wherein the School leases certain real property described as the building located at 1325 Palomas Drive SE, Albuquerque, New Mexico, located in Bernalillo County, New Mexico, and comprised of approximately 26,000 usable square feet, and adjacent parking lot area, all contained within a 2.2416 acre parcel (referred to hereafter as the "Premises.");

WHEREAS, the Foundation and Tenant acknowledge that the Foundation is subject to a master lease between the Foundation and CSPA – PALOMAS, LLC, a Nevada Limited Liability Company, dated December 17, 2009, wherein the Foundation assumes certain responsibilities for the maintenance and improvements of the Premises; and

WHEREAS, the Foundation and Tenant desire to amend the Sublease to clarify the Foundation's maintenance obligations as Sublessor and effective owner of the Premises pursuant to NMSA 1978, §22-8B-4.2(D)(2)(a).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Foundation assumes the responsibility as "owner" of the Premises as the term is used pursuant to NMSA 1978, §22-8B-4.2(D)(2)(a), and thereby the Foundation shall be responsible for maintaining the Premises to the statewide adequacy standards applicable to the School, at no additional cost to the School or to the state, as set forth in NMSA 1978 Section 22-8B-4.2(D)(2)(a), or a successor statute.
2. In the event of any conflict between this Amendment and the Sublease, this Amendment will prevail over the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment, effective as of the date indicated above.

THE SCHOOL

Cesar Chavez Community School,
a New Mexico public charter school

By: _____

Name: _____

Title: _____

Dan Shapiro
DAN SHAPIRO
President, Governing Council

Tani Arness
Executive Director
Tani Arness

THE FOUNDATION

CESAR CHAVEZ COMMUNITY SCHOOL EDUCATIONAL FOUNDATION,
a New Mexico not-for-profit corporation

By: 

Name: Valerie Martinez

Title: President, CCCS Ed. Foundation.

SECOND AMENDMENT TO SUBLEASE

This Second Amendment to Sublease ("Second Amendment") is entered into by and between the CESAR CHAVEZ COMMUNITY SCHOOL EDUCATION FOUNDATION, a New Mexico not-for-profit corporation, (the "Foundation"), as Sublessor, and CESAR CHAVEZ COMMUNITY SCHOOL, a New Mexico public charter school, (the "School"), as Sublessee, this April 28th, 2017.

WITNESSETH:

WHEREAS, the Foundation and the School entered into a Sublease Agreement dated December 17, 2009 ("Sublease") wherein the School leases certain real property described as the building located at 1325 Palomas Drive SE, Albuquerque, New Mexico, located in Bernalillo County, New Mexico, and comprised of approximately 26,000 usable square feet, and adjacent parking lot area, all contained within a 2.2416 acre parcel (referred to hereafter as the "Premises.");

WHEREAS, the Foundation and Tenant acknowledge that the Foundation is subject to a master lease between the Foundation and CSPS – PALOMAS, LLC, a Nevada Limited Liability Company ("CSPS"), dated December 17, 2009 ("Master Lease"), wherein the Foundation assumes certain responsibilities for the maintenance and improvements of the Premises;

WHEREAS, the Foundation and School entered into a First Amendment to the Sublease Agreement on _____, 2017, wherein the Foundation agreed to assume the responsibilities of the Premises "owner" as the term is used in NMSA 1978, §22-8B-4.2(D)(2)(a) understanding as the owner of the leasehold interest in the Premises, that it could contractually agree to assume these statutory responsibilities. Subsequently, Public School Capital Outlay Council officials signaled that the PSCOC would reject a charter school's lease reimbursement grant requests unless the "owner of record" was contractually committed to the obligations of NMSA 1978, §22-8B-4.2(D)(2)(a). To avoid the uncertainty and risk denial of the School's lease reimbursement grant requests, CSPC has agreed to assume the obligations of "owner" as set forth in NMSA 1978, §22-8B-4.2(D)(2)(a).

WHEREAS, the parties hereto agreed to amend the Sublease to reflect CSPS's agreement to assume the obligations contemplated under NMSA 1978, §22-8B-4.2(D)(2)(a). CSPS and the Foundation have amended the Master Lease to revise CSPS's and the Foundation's respective obligations thereunder relating to maintaining statewide adequacy standards.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The First Amendment to the Sublease is hereby stricken in its entirety and the terms therein shall not apply to the Sublease.
2. Section 2 of the Sublease shall be amended by inserting the italicized language and deleting the stricken language as follows:

2. TENANT IMPROVEMENTS. The Premises shall include completed Tenant Improvements as described in Exhibit "C" hereto. The Tenant Improvements shall be made by CSPS to 2010 educational occupancy (E-occupancy) standards at CSPS' cost. According to Section 13.E of the Master Lease, CSPS Foundation agrees that, ~~after the Tenant Improvements are completed, CSPS Foundation shall bring and maintain the Property Premises~~ to any statewide adequacy standards required by the State of New Mexico for the ~~School~~ Premises during the term of this Sublease and any extensions thereof, at no additional cost to the School ~~or state~~. ~~During the construction of the Tenant Improvements, the School shall have the right~~



~~to enter the Premises to inspect the construction and to direct changes or modifications in the construction plans, specifications and design. No changes to the final Plans as described in the Master Lease and Exhibit C hereto shall be made without the prior consent of the School.~~

3. Section 15 A. shall be amended by inserting the italicized language and deleting the stricken language as follows:

A. Heating and Air Conditioning, Plumbing, Electrical and Life Safety Systems. The School leases the Premises in an "as is" condition on the Commencement Date, except for the completion of the Tenant Improvement obligations described in Exhibit C, which, if incomplete or partially incomplete by the Commencement Date, shall be completed by CSPS at no additional cost to the School. The School shall be responsible for the interior maintenance and repair of the Premises; routine maintenance of the HVAC, plumbing, electrical and life safety systems, roof, glass and the exterior façade of the Premises, landscaping and the parking lot for the Premises. Responsibility for replacement of the HVAC, plumbing, electrical and fire sprinkler systems, roof, and exterior walls shall be in accordance with ~~the terms~~ *Section 13.A* of the Master Lease, unless such maintenance or repairs are necessitated by the act, neglect, fault or omission of any duty by the School, its agents, servants, employees or invitees, in which case the School shall cause the necessary maintenance or repair to be performed and the School shall pay for the reasonable cost of such maintenance and repairs. The School shall be responsible for ~~all interior maintenance of the Building including~~ *securing* service contracts on the HVAC, plumbing, electrical and fire sprinkler systems ~~and maintenance of the parking lot for the Premises.~~

Except for improvements beyond the Tenant Improvements which may be required by applicable authorities to meet state adequacy standards, the cost of which shall be borne by *CSPS pursuant to Section 13.E of the Master Lease* ~~the Foundation~~, all repairs and replacements made by or on behalf of School or any person claiming through or under School shall be made and performed (a) at School's cost and expense in at least equal to the quality, value, and utility to the original work or installation, and (b) in accordance with the Rules and Regulations for the Building, if any, and in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the Premises. If the School is notified of the necessity for any repairs or replacements required to be made by the School under section and the School fails to commence diligently to effect the same within 30 days thereafter, the Foundation or CSPS may proceed to make such repairs or replacements and the expenses incurred by either in connection therewith shall be due and payable from the School within 60 days following demand; provided that making any such repairs or replacements shall not be deemed a waiver of the School's default in failing to make the same.

4. The following provision shall be added as 15.E.

E. CSPS, as owner, pursuant to Section 13.E of the Master Lease agrees to maintain the Premises to the statewide adequacy standards applicable to the School as developed pursuant to the requirements of the Public School Capital Outlay Act,



SECOND AMENDMENT TO SUBLEASE

This Second Amendment to Sublease ("Second Amendment") is entered into by and between the CESAR CHAVEZ COMMUNITY SCHOOL EDUCATION FOUNDATION, a New Mexico not-for-profit corporation, (the "Foundation"), as Sublessor, and CESAR CHAVEZ COMMUNITY SCHOOL, a New Mexico public charter school, (the "School"), as Sublessee, this April 28th, 2017.

WITNESSETH:

WHEREAS, the Foundation and the School entered into a Sublease Agreement dated December 17, 2009 ("Sublease") wherein the School leases certain real property described as the building located at 1325 Palomas Drive SE, Albuquerque, New Mexico, located in Bernalillo County, New Mexico, and comprised of approximately 26,000 usable square feet, and adjacent parking lot area, all contained within a 2.2416 acre parcel (referred to hereafter as the "Premises.");

WHEREAS, the Foundation and Tenant acknowledge that the Foundation is subject to a master lease between the Foundation and CSPS – PALOMAS, LLC, a Nevada Limited Liability Company ("CSPS"), dated December 17, 2009 ("Master Lease"), wherein the Foundation assumes certain responsibilities for the maintenance and improvements of the Premises;

WHEREAS, the Foundation and School entered into a First Amendment to the Sublease Agreement on _____, 2017, wherein the Foundation agreed to assume the responsibilities of the Premises "owner" as the term is used in NMSA 1978, §22-8B-4.2(D)(2)(a) understanding as the owner of the leasehold interest in the Premises, that it could contractually agree to assume these statutory responsibilities. Subsequently, Public School Capital Outlay Council officials signaled that the PSCOC would reject a charter school's lease reimbursement grant requests unless the "owner of record" was contractually committed to the obligations of NMSA 1978, §22-8B-4.2(D)(2)(a). To avoid the uncertainty and risk denial of the School's lease reimbursement grant requests, CSPC has agreed to assume the obligations of "owner" as set forth in NMSA 1978, §22-8B-4.2(D)(2)(a).

WHEREAS, the parties hereto agreed to amend the Sublease to reflect CSPS's agreement to assume the obligations contemplated under NMSA 1978, §22-8B-4.2(D)(2)(a). CSPS and the Foundation have amended the Master Lease to revise CSPS's and the Foundation's respective obligations thereunder relating to maintaining statewide adequacy standards.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The First Amendment to the Sublease is hereby stricken in its entirety and the terms therein shall not apply to the Sublease.
2. Section 2 of the Sublease shall be amended by inserting the italicized language and deleting the stricken language as follows:

2. TENANT IMPROVEMENTS. The Premises shall include completed Tenant Improvements as described in Exhibit "C" hereto. The Tenant Improvements shall be made by CSPS to 2010 educational occupancy (E-occupancy) standards at CSPS' cost. According to Section 13.E of the Master Lease, CSPS Foundation agrees that, ~~after the Tenant Improvements are completed, CSPS Foundation shall bring and maintain the Property Premises~~ to any statewide adequacy standards required by the State of New Mexico for the ~~School~~ Premises during the term of this Sublease and any extensions thereof, at no additional cost to the School ~~or state~~. ~~During the construction of the Tenant Improvements, the School shall have the right~~



~~to enter the Premises to inspect the construction and to direct changes or modifications in the construction plans, specifications and design. No changes to the final Plans as described in the Master Lease and Exhibit C hereto shall be made without the prior consent of the School.~~

3. Section 15 A. shall be amended by inserting the italicized language and deleting the stricken language as follows:

A. Heating and Air Conditioning, Plumbing, Electrical and Life Safety Systems. The School leases the Premises in an "as is" condition on the Commencement Date, except for the completion of the Tenant Improvement obligations described in Exhibit C, which, if incomplete or partially incomplete by the Commencement Date, shall be completed by CSPS at no additional cost to the School. The School shall be responsible for the interior maintenance and repair of the Premises; routine maintenance of the HVAC, plumbing, electrical and life safety systems, roof, glass and the exterior façade of the Premises, landscaping and the parking lot for the Premises. Responsibility for replacement of the HVAC, plumbing, electrical and fire sprinkler systems, roof, and exterior walls shall be in accordance with ~~the terms~~ *Section 13.A* of the Master Lease, unless such maintenance or repairs are necessitated by the act, neglect, fault or omission of any duty by the School, its agents, servants, employees or invitees, in which case the School shall cause the necessary maintenance or repair to be performed and the School shall pay for the reasonable cost of such maintenance and repairs. The School shall be responsible for ~~all interior maintenance of the Building including~~ *securing* service contracts on the HVAC, plumbing, electrical and fire sprinkler systems ~~and maintenance of the parking lot for the Premises.~~

Except for improvements beyond the Tenant Improvements which may be required by applicable authorities to meet state adequacy standards, the cost of which shall be borne by *CSPS pursuant to Section 13.E of the Master Lease* ~~the Foundation~~, all repairs and replacements made by or on behalf of School or any person claiming through or under School shall be made and performed (a) at School's cost and expense in at least equal to the quality, value, and utility to the original work or installation, and (b) in accordance with the Rules and Regulations for the Building, if any, and in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the Premises. If the School is notified of the necessity for any repairs or replacements required to be made by the School under section and the School fails to commence diligently to effect the same within 30 days thereafter, the Foundation or CSPS may proceed to make such repairs or replacements and the expenses incurred by either in connection therewith shall be due and payable from the School within 60 days following demand; provided that making any such repairs or replacements shall not be deemed a waiver of the School's default in failing to make the same.

4. The following provision shall be added as 15.E.

E. CSPS, as owner, pursuant to Section 13.E of the Master Lease agrees to maintain the Premises to the statewide adequacy standards applicable to the School as developed pursuant to the requirements of the Public School Capital Outlay Act,



NMSA 1978, §22-24-1, *et seq.*, at no additional cost to the Tenant, the School or the state.

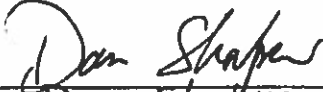
5. The last full paragraph of Section 18, shall be amended by inserting the italicized language and deleting the stricken language as follows:

The School, and Foundation, *and CSPS* shall observe and comply promptly with all current and future requirements of law applicable to the *Building Premises* (including those set forth in Section 22-8B-4.2 of the Act). ~~The Foundation~~ CSPS hereby ~~ensures that the Building~~ will be maintained *the Premises* in accordance with the applicable requirements of the Public School Code and the Charter Schools Act as set forth in NMSA 1978 22-8B-4.2 (2007) as may be amended from time to time.

6. In the event of any conflict between this Second Amendment to Sublease Agreement and the Sublease Agreement this Second Amendment will prevail over the Sublease Agreement.

THE SCHOOL

Cesar Chavez Community School,
a New Mexico public charter school

By: 
Name: Dan Shaper
Title: GC President

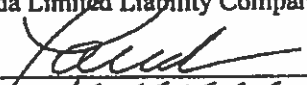
THE FOUNDATION

CESAR CHAVEZ COMMUNITY SCHOOL EDUCATIONAL FOUNDATION,
a New Mexico not-for-profit corporation

By: 
Name: Valerie Martinez
Title: Foundation Board President

APPROVED BY:

CSPS - PALOMAS, LLC,
a Nevada Limited Liability Company

By: 
Name: LAUREN RODER
Title: MANAGER





April 30, 2019

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

Re: Cesar Chavez Community School
Fiscal Year Audit Ending June 30, 2019

Dear PED:

In accordance with a request from Cesar Chavez Community 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 Cesar Chavez Community School subject to a \$1,000 deductible each occurrence, which is the responsibility of the district. The Named Insured is Cesar Chavez Community 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 Cesar Chavez Community 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: \$ 17,256



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: \$ 13,530

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

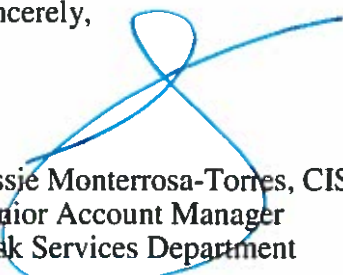
Excess Fidelity Insurance Coverage covers losses caused by failure of any employee to faithfully perform his or her duties as prescribed by law as well as losses caused by forgery or alteration of checks, drafts, promissory notes or orders to pay moneys that are drawn upon your accounts by someone acting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

The annual Premium: \$ No cost to member

2. Cesar Chavez Community 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



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/26/2018

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: Cesar Chavez Community School 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:** 18-19 CRIME **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 Insurance

CERTIFICATE HOLDER

CANCELLATION

New Mexico Public Education Department
300 Don Gaspar
Room 301
Santa Fe NM 87501

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

Claim Number / Claimant Location / Loss Date / Report Date / Status Carrier / Cause / Coverage Loss Description	Med/BI/Comp Paid Incurred	Expense Paid Incurred	Ind/PD/Coll Paid Incurred	Legal Paid Incurred	Other Paid Incurred	Recovery Paid Incurred	Subrogation Paid Incurred	Total Cost Paid Incurred
Grand Totals - 0 Claim(s)	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00