

Certification of Board Vote

Highlight and replace all capitalized text below.

Certificate Of Governing Body Vote

This document certifies that on May 20, 2019 at 8:30 AM a meeting of the Governing Body of Southwest Aeronautics Mathematics Science Academy a New Mexico public charter school, was held at Southwest Aeronautics Mathematics Science Academy in Albuquerque, NM. 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 4 in favor and 0 opposed to accept the contract with PED.

The members voting in favor were: Larry Kennedy, Roland Dewing, Tiffany Roth, and Farrah Nickerson.

The members voting in opposition were: N/A

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



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

Jill Brame

Secretary

June 5, 2019

Charter Contract Between the
New Mexico Public Education Commission
And
SOUTHWEST AERONAUTICS, MATHEMATICS, and SCIENCE ACADEMY (SAMS ACADEMY)

This Charter Contract, (the "Contract"), is hereby entered into by and between the New Mexico Public Education Commission, (the "Commission"), and Southwest Aeronautics, Mathematics, and Science Academy, aka SAMS Academy (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 Larry Kennedy and Coreen Carrillo 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. The mission of the Southwest Aeronautics, Mathematics and Science Academy is to prepare students, with attention to high-risk students, in grades 7-12 in an integrative STEM 21st century educational environment which offers a unique option in aeronautics. Students will be competent in the reading, writing, mathematics, science; technology and problem solving skills necessary for success in post-secondary education, high-tech, or aviation related careers.
 - 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 500 students in grades 7-12.

- 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 400.

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

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

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

- i. ~~The school has a relationship with _____, a non-profit foundation the primary purpose of which is to provide financial support to the school or leases the facility for the charter school~~
- i. ~~The legal agreement or Memorandum of Understanding governing the relationship between the School and the foundation is Attachment C, incorporated herein by reference.~~
- ii. ~~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. All students complete their core curriculum in computer labs using Edgenuity.
- ii. The school offers a Success Lab for students who are not at grade level in reading and math.
- iii. The school offers a SMART Lab where students perform collaborative, hand-on group work in science, math, art, engineering and technology; the course is a required course for students in grades 7-9.
- iv. The school offers an aviation program to students in grades 9-12, which includes coursework, ground school, and flight school including simulator and aircraft training. Some of the aviation program classes are dual-enrollment.
- v. The school offers dual enrollment courses.

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):

Southwest Aeronautics, Mathematics, and Science Academy
4100 Aerospace Parkway NW
Albuquerque, NM 87120
505-338-8601

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

SECTION 5: PERFORMANCE FRAMEWORKS

1. **Performance Framework:** **Attachment A**, incorporated herein by reference, includes the Charter Performance Review and Accountability System ("Accountability Plan"), which includes Academic Performance Framework, Organizational Performance Framework, and Financial Performance Framework adopted by the Commission. These documents together set forth the academic and operational performance indicators and performance targets that will guide the Commission's evaluation of the School and the criteria, processes and procedures that the Commission will use for ongoing oversight of operational, financial and academic performance of the School.
2. **Academic Performance Indicators and Evaluation:** The School shall:
 - i. Provide a comprehensive educational program that aligns with the state academic standards prescribed by the Department for the grades approved to operate.
 - ii. Participate in the State-required assessments as designated by the Department or the U.S. Department of Education.

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

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

- i. Comply with applicable federal, state and local rules, regulations and statutes relating to public education unless the School is specifically exempted from the provision of law.
- ii. Timely submit all documentation, financial and other reports required by the Department or the Commission in order to evaluate the School's compliance with applicable federal, state and local rules, regulations and statutes relating to public education.
- iii. Provide a written copy to the Commission, within 15 days of receiving a written notice of complaint filed against the School alleging violations of federal, state, or local law, regulation or rule, or a final determination from another state government division or agency, or state or federal court regarding any such complaint against the School.
- iv. Cooperate with the Commission or authorized representative to enable them to conduct annual site visits and all other auditing visits requested or required by the Commission or the Department.

- v. Meet the organizational performance standards identified in the Organizational Performance Framework as adopted and modified periodically by the Commission.
 - a. If the school fails to meet its organizational performance indicators, the School will be provided notice through the procedures in the Commission's Accountability Plan included in Attachment A.
 - b. The school may be required to develop, submit and implement a Corrective Action Plan to address deficiencies in its organizational performance. All Corrective Action Plans must be submitted to the Commission, but the Commission will not evaluate the quality of, or approve, the plan. The Commission may evaluate implementation of the plan through its site visits and provide feedback to the School regarding fidelity of implementation and effectiveness of the plan in improving school performance.
 - c. Failure to meet the organizational performance standards shall be sufficient justification to revoke or non-renew the School's Charter.
- vi. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

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

- i. Meet generally accepted standards of fiscal management which shall include complying with all applicable provisions of the Public School Finance Code, the Procurement Code, and the Audit Act; paying debts as they fall due or in the usual course of business; complying with all federal requirements related to federally funded programs and awards; refraining from gross incompetence or systematic and egregious mismanagement of the School's finances or financial records; and preparing and fairly presenting its financial statements in accordance with accounting principles generally accepted in the United States of America, which include the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- ii. Timely submit all documentation, financial and other reports required by the Department or the Commission. The School shall further timely submit any Corrective Action Plans or additional financial reporting or documentation that may be required by the Department or the Commission.
- iii. Cooperate with the Commission to enable them, or its authorized representative to conduct all auditing visits requested or required by the Commission or the Department.
- iv. Meet the financial performance standards identified in the Financial Performance Framework as adopted and modified periodically by the Commission, or provide an adequate response to explain why the School does not meet the performance standards and demonstrate the school is a financially viable and stable organization.
- v. Failure to meet generally accepted standards of fiscal management shall be sufficient justification to revoke or non-renew the School's Charter.
- vi. The School shall have a designated licensed business official and certified procurement officer. The School shall identify the current individual designated as the certified procurement officer and contains their CPO certification in Attachment I incorporated herein by reference. The school shall notify the Commission of all changes to the designated licensed business official or certified procurement officer within 30 days.

- vii. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

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

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

SECTION 6: ADDITIONAL TERMS

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

- i. New Mexico Public Education Department: The Department shall utilize the funds for the following purposes:
 - a. Funding the staff to conduct work for the Division, which shall include:
 - 1. Conducting annual site visits and annual evaluations under the Performance Frameworks; receiving, processing, evaluating and making recommendations on new applications, amendment requests, and renewal applications; receiving, processing, and evaluating complaints; making recommendations to revoke charters, as necessary; making recommendations regarding School Improvement and Corrective Action Plans, as necessary; overseeing the closure of charter schools; and making recommendations regarding the development and implementation of authorizing policies and practices to ensure they are consistent with nationally recognized principles and standards for quality charter authorizing in all major areas of authorizing; and

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

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

- i. This Contract may be amended by mutual agreement, in writing, of the parties. Processes for submitting requests to amend, or notifications of amendments, as amended from time to time, shall be posted on the Commission's website as an Amendment Request or Notification. The School shall not take action or implement the amendment until approved by the Commission unless the Commission's processes indicate otherwise.
 - a. All amendment requests and notifications shall be submitted pursuant to the procedures developed by the Commission.
 - b. The Commission shall consider and vote on all properly submitted amendment requests and notifications within 60 days of receipt of a complete submission.
- ii. If the Parties cannot agree on an amendment to the terms of the contract, either party may appeal to the Department Secretary pursuant to Section 22-8B-9(A) and (C) NMSA 1978.

3. Insurance:

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

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

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

shall establish the date on which the Commission will consider whether to accept, reject, or modify the hearing officer's findings of facts, conclusions of law, and recommendations.

- c. After a hearing, upon making a final revocation decision, the Commission shall issue a written decision, through the Chair, within 15 days of voting to revoke the charter stating the findings of fact and conclusions of law that support the revocation.

5. Charter Renewal Processes: Within the time period established by the Act, the School's Governing Body may submit a renewal application to the Commission using the Commission's renewal application form as it may be amended from time to time. The application shall include all information required by law and necessary for the Commission to determine whether renewal, non-renewal, or a conditional or short-term renewal is most appropriate.

- i. **Criteria:** Pursuant to the Act, the Commission may refuse to renew the Charter if the Commission determines that the school:
 - a. Committed a material violation of any of the conditions, standards or procedures set forth in the Contract,
 - b. Failed to meet or make substantial progress toward achievement of the Department's standards of excellence or student performance standards identified in the Contract,
 - c. Failed to meet generally accepted standards of fiscal management, or
 - d. Violated any provision of law from which the School was not specifically exempted.
- ii. **Procedures and Timeline:** The Commission shall utilize the following renewal process:
 - a. At least one year prior to the date on which the school will apply for renewal, the Commission's authorized representatives will notify the school of its preliminary renewal profile, as established in the Commission's Accountability Plan which is incorporated herein as Attachment A.
 - b. At least 20 days prior to Commission's meeting at which it will consider the school's renewal application, the Commission's authorized representatives will provide the School with a preliminary application analysis and recommendation. The recommendation shall:
 - 1. State the legal basis for potential non-renewal, and reasonably identify the evidence to support the existence of the legal basis; and
 - 2. Establish deadlines for the School to present its written materials and all evidence that will be used to respond to the recommendation, which shall be not less than 10 days from the date of the delivery of the recommendation.
 - c. No later than seven (7) days prior to the Commission's meeting at which it will consider the school's renewal application, the Commission's authorized representatives will provide the school with a final application analysis and recommendation.

- d. Upon making a final non-renewal decision, the Commission, through the Chair, shall issue a written decision within 30 days of voting to non-renew the charter stating the findings of fact and conclusions of that support the revocation.
- 6. **Applicable Law:** The material and services provided by this School under this Charter shall comply with all applicable federal, state, and local laws and shall conform, in all respects, to the educational standards contained in its application and Charter. This Charter shall be governed and interpreted in accordance with the laws of the State.
 - i. In the event of any conflict among the documents and practices defining this relationship, it is agreed that:
 - a. The Contract shall take precedence over policies of either Party and the Charter; and
 - b. If a provision in the Performance Framework conflicts with a provision in the Contract, the Contract shall take precedence over the Performance Framework.
 - ii. This Contract shall not take precedence over any applicable provisions of law, rule or regulation.
 - iii. In the event of a change in law, regulation, rule, procedure or form affecting the School during the term of this Contract, the Parties shall comply with the change in law, rule, regulation or procedure or utilize the new form, provided.
 - a. If an amendment to this Contract is required to comply with a change in the law or rule, then the Parties shall execute such an amendment.
- 7. **Charter Interpretation:**
 - i. **Merger:** This Charter and Contract, including all of the attachments, constitute the entire agreement of the Parties. NMSA, Commission policies, and Department policies, and administrative rules and regulations which may be amended from time to time during the course of the Charter, are incorporated into this Charter, along with any amendments which may occur during the term of the Charter, by this reference.
 - ii. **Waiver:** Either party's failure to insist on strict performance of any term or condition of the Charter shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
 - iii. **Severability:** The provisions of this Charter are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Charter or Contract.
 - 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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:
Larry Kennedy, President
2438 La Veta NE
Albuquerque, NM 87110
(505) 350-0977
lkennedy@samsacademy.com

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

Coreen Carrillo
12400 Fountain Hill Ln. N.E.
Albuquerque, NM 87111
(505) 615-4072
ccarrillo@samsacademy.com

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.

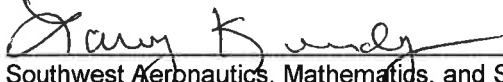
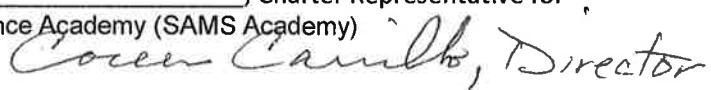
- ii. **Continuation of Contract Performance:** The School and the Commission agree that the existence and details of a dispute notwithstanding, the Parties shall continue without delay their performance of this Contract, except for any performance that may be directly affected by such dispute.
- iii. **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.

SOUTHWEST AERONAUTICS, MATHEMATICS, and SCIENCE ACADEMY (SAMS ACADEMY)

Executed this 20th day of MAY 2019.

By _____

 _____, Charter Representative for
Southwest Aeronautics, Mathematics, and Science Academy (SAMS Academy)
 Director

NEW MEXICO PUBLIC EDUCATION COMMISSION

Executed this _____ day of _____ 20____.

By _____

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



**New Mexico Public Education Commission
Charter Performance Review and Accountability System**

**Southwest Aeronautics, Mathematics, and Science
Academy (SAMS Academy)**

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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.

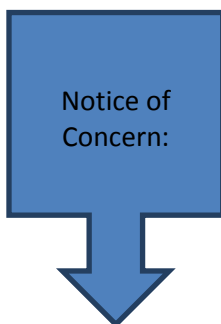
Intervention Ladder

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.

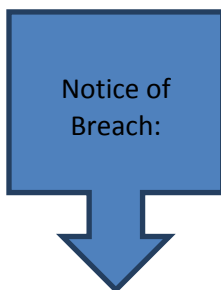


PEC will issue a Notice of Concern at a properly noticed public meeting. PEC’s authorized representative(s) shall provide schools notice that they will be appearing on the PEC’s agenda for the purposes of issuing a Notice of Concern at least 10 days prior to the meeting. As part of issuing a Notice of 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 SOUTHWEST AERONAUTICS, MATHEMATICS, and SCIENCE ACADEMY (SAMS ACADEMY)

Goal #1: 75% of students in grades 7-9, enrolled on 40th day, will complete the SMART Lab elective annually with a score of “C” or better;

Measure Rating Category	Description of Target for this Performance Level	Points Assigned
<i>Exceeds Standard</i>	86% - 100% of students in grades 7-9, enrolled on 40 th day, will complete the SMART Lab elective annually with a score of “C” or better;	100
<i>Meets Standard</i>	75-85% of students in grades 7-9, enrolled on 40 th day, will complete the SMART Lab elective annually with a score of “C” or better;	75
<i>Does Not Meet Standard</i>	60-74% of students in grades 7-9, enrolled on 40 th day, will complete the SMART Lab elective annually with a score of “C” or better;	25
<i>Falls Far Below Standard</i>	59% or less of students in grades 7-9, enrolled on 40 th day, will complete the SMART Lab elective annually with a score of “C” or better	0

Goal #2: 75% of students in each grade level 10-12, enrolled on the 40th day, will take one STEAM elective, at least 0.5 credit annually, earning a “C” or better.

Measure Rating Category	Description of Target for this Performance Level	Points Assigned
<i>Exceeds Standard</i>	76-100% of students in each grade level 10-12, enrolled on the 40 th day, will take one STEAM elective*, at least 0.5 credit annually, earning a “C” or better.	100
<i>Meets Standard</i>	75-85% of students in each grade level 10-12, enrolled on the 40 th day, will take one STEAM elective*, at least 0.5 credit annually, earning a “C” or better.	75
<i>Does Not Meet Standard</i>	60-74% of students in each grade level 10-12, enrolled on the 40 th day, will take one STEAM elective*, at least 0.5 credit annually, earning a “C” or better.	25
<i>Falls Far Below Standard</i>	59% or less of students in each grade level 10-12, enrolled on the 40 th day, will take one STEAM elective*, at least 0.5 credit annually, earning a “C” or better.	0

*STEAM electives may include online courses, dual credit, SMART Lab, aeronautics, Science Olympiad, robotics, or Cyber Patriots.

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.



BYLAWS

OF

THE GOVERNING COUNCIL OF THE

Southwest Aeronautical, Math, and Science Academy (SAMS)

Articles

ARTICLE 1: Governing Council Powers and Responsibilities

The Governing Council of SAMS retains and reserves unto itself all powers and duties conferred upon and vested in it by New Mexico State Statutes (including those prescribed in NMSA 1978, § 22-8B-4). The primary powers and duties of the Governing Council are to set school policy, review, approve, and monitor the budget for SAMS, and hire, in conjunction with SSLC, PREP schools, and the Head Administrator. Additionally, the Governing Council will monitor student academic achievement and monitor financial and resource management. The Governing Council is subject to New Mexico Public Education Department regulations, and state and federal statutes.

ARTICLE 2: Governing Council Member Authority

Governing Council Members have authority only when acting as a Governing Council in regular or special session. The Governing Council will not be bound in any way by any statement or action on the part of any individual Governing Council Member. No Governing Council Member will speak for or represent the entire Governing Council unless so authorized by a majority of the Governing Council.

ARTICLE 3: Suspending or Revoking Policies and Directives

Any policies of the Governing Council, not specifically prescribed by statute, may be suspended or revoked by a majority vote of the Governing Council.

The Head Administrator of the school may, in the case of emergency, suspend any parts of policies and directives as they pertain to the administration of the school; provided, that the Head Administrator report the facts and reasons for such suspension at the next meeting of the Governing Council and provided that the suspension shall expire at the time of said report unless continued in effect by the Governing Council.

ARTICLE 4 Governing Council Membership

The Governing Council Members are voluntary and voted on by the current Governing Council. The SAMS Governing Council shall consist of 6 Members. The quorum is determined as the majority of Governing Council Members on record for this school. In the case of a tie vote, either consensus discussion will be used to determine the outcome or the Governing Council President or presiding Member will remove his or her vote to determine the outcome.

Governing Council President:

1. Is elected as set forth in Section ARTICLE 8
2. Is a Member of the Governing Council.
3. Works in close collaboration with the Head Administrator in achieving the school's mission.
4. Provides leadership to the Governing Council.
5. Chairs meetings of the Governing Council after developing the agenda with the Head Administrator.
6. Designates a Governing Council Member to preside over meetings in the Governing Council President's absence.
7. Encourages the Governing Council role in strategic planning.
8. Helps guide and mediate Governing Council actions with respect to the school's priorities and governance concerns.
9. Reviews with Head Administrator any issues of concern to the Governing Council.
10. Monitors financial planning, financial reports, and academic performance.
11. Plays a lead in formally evaluating the Head Administrator.
12. Participates annually in the required Governing Council training.
13. Performs other responsibilities as assigned by the Governing Council.
14. Serves as the school's ambassador to the community

Governing Council Vice-President

1. Is elected as set forth in section B.08
2. Performs duties of Governing Council President if the President is absent
3. Is an active participant in the Governing Council, by contributing needed hours per month toward Governing Council service. "Active Participation" may include, but not limited to, the following:
 - a. Attending a monthly Governing Council meeting
 - b. Presiding over meetings of the Governing Council if the Governing Council President is absent
 - c. Participating on a Governing Council committee
 - d. Reading school – or Governing Council- related material and preparing for meetings
 - e. Attending events at SAMS Academy, related legislative sessions or events and other tasks as required.
 - f. Attending Governing Council-related training to support more effective governance of the school's operation
4. Monitors financial planning, financial reports, and academic performance.
5. Volunteers and willingly accepts assignments and complete them on time.
6. Prepares well for meetings, reviews and comments on minutes and committee reports.
7. Works in good faith to build effective working relationships with other Governing Council

- members, the SAMS Academy administration and the SAMS Academy Staff.
8. Plays a role in formally evaluating the Head Administrator.
 9. Participates annually in required Governing Council training.
 10. Performs other responsibilities as assigned by the Governing Board President.
 11. Serves as a school ambassador to the community.

Governing Council Member

1. Is an active participant in the Governing Council, by contributing needed hours per month toward Governing Council service. "Active participation" may include, but is not limited to, the following:
 - a. Attending a monthly Governing Council meeting
 - b. Presiding over meetings of the Governing Council if the Governing Council President is absent
 - c. Participating on a Governing Council committee (or committees)
 - d. Reading school- or Governing Council-related material and preparing for meetings
 - e. Attending events at SAMS, related legislative sessions or events and other tasks as required
 - f. Attending Governing Council-related training to support more effective governance of the school's operation

Each Governing Council Member understands that if three meetings are missed in-person within any consecutive twelve month period, her or his seat may be vacated by a vote of 50% or greater of Governing Council Members present at the meeting following the third absence, unless it is difficult or impossible for the Governing Council Member to attend. Absences may be accommodated by Governing Council Member participation via teleconference or similar communication equipment under the Open Meetings Act, specifically NMSA 1978, § 10-15-I(C). Furthermore, "difficult or impossible" shall be defined as medical or family emergencies or other similar, unforeseeable instances.

2. Monitors financial planning, financial reports, and academic performance.
3. Volunteers and willingly accepts assignments and completes them on time.
4. Prepares well for meetings, reviews and comments on minutes and committee reports.
5. Works in good faith to build effective working relationships with other Governing Council Members, the SAMS administration and the SAMS staff.
6. Plays a role in formally evaluating the Head Administrator.
7. Participates annually in required Governing Council training.
8. Performs other responsibilities as assigned by the Governing Council President.
9. Serves as the school's ambassador to the community.

If a Governing Council Member believes that her/his duties can no longer be fulfilled to SAMS and its specific Governing Council, it shall be that Member's responsibility to submit a written resignation as a Member of the Governing Council to the Governing Council President. In the event of a motion to discharge a Governing Council Member from the Governing Council for non-performance of duties, any specific performance issues shall be discussed in closed session as permitted under the Open Meetings Act, NMSA 1978 Section 10-15-I(H). Action on any performance-related issues discussed in closed session shall be conducted in open session.

ARTICLE 5 Governing Council Vacancies

The SAMS Governing Council may appoint a committee to solicit nominations to fill

Governing Council vacancies. The committee shall have at least one Member from the Governing Council who shall serve as chair. If the number of Governing Council Members selected to serve on the committee constitute a quorum of the Governing Council, committee meetings must be held in accordance with the Open Meetings Act. The Head Administrator may not serve on the committee.

The Governing Council shall select Governing Council Members for vacant positions by a majority vote. Upon notification of a vacancy, the Governing Council shall obtain nominations by notifying community, business, and/or education leaders, and school families of vacancies on the Governing Council along with a description of the responsibilities of serving as a Member. The notice of vacancy shall be posted on the School's website, bulletin board, and through email to the parents of students. Interested individuals will be asked to submit their name, 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 to the President of the Governing Council. Once candidates have been identified, notice shall be posted on the School's website, bulletin board, and through email to the parents of students, and provided to the candidates, the date and time of the Governing Council meeting at which the position(s) will be voted on by the Governing Council and Candidates will be required to attend the meeting at which an election is held and will be interviewed by the Governing Council in a public session. Only individuals who have no real or apparent conflicts of interests will be eligible to serve. Nominations must be given to the President or designee of the Governing Council prior to the regular or special Governing Council Meeting at which the vote of the Governing Council shall be made.

ARTICLE 5.1 Orientation of New Governing Council Members

The Governing Council President, or designee, will provide orientation to new Governing Council Members prior to the next regular scheduled Governing Council meeting after the new Governing Council Member has been elected to serve on the Governing Council.

ARTICLE 5.2 Governing Council Member Evaluation

The Governing Council President will provide each Governing Council Member with an annual evaluation regarding attendance at meetings, committee participation, and general involvement with Governing Council activities.

ARTICLE 6 Governing Council Selection of the Head Administrator

In the event of a vacancy, the Governing Council of the SAMS, in conjunction with SSLC, will advertise the position of Head Administrator until a reasonable pool of qualified applicants is obtained.

The partial list of selection criteria for the position of Head Administrator are as follows:

1. Advanced degree in education with emphasis on alternative education
2. Licensure as a New Mexico licensed school administrator or eligibility for such licensure.

3. Successful prior headship or senior administrative experience in charter, private, or public school.
4. A demonstrated understanding of charter school education through his/her own experience as a teacher and/or administrator.
5. A belief in charter school philosophy and core values, and the ability to effectively and compellingly communicate the school's mission both internally and externally.
6. Demonstrated leadership of a successful marketing and enrollment campaign.
7. Demonstrated skills and ability to develop and retain an outstanding teaching and administrative staff.
8. Demonstrated skills and ability to develop and maintain academic performance of students.
9. Demonstrated success with budget management and oversight.
10. Impeccable communication and interpersonal skills.

ARTICLE 7 Governing Council Member Conflict of Interest

A Governing Council Member cannot use her or his status as a Governing Council Member, or information obtained in that capacity, for personal gain, but must act in the best interest of the school. Governing Council Members will make known their connections with suppliers or groups doing business with the school.

Governing Council Members are not permitted to act in any way that is inconsistent with the school's vision and mission. Any Member of the Governing Council with an actual or potential conflict of interest shall not be involved in decision-making affecting issues as to which the Member has an actual or potential conflict.

ARTICLE 8 Governing Council Organizational Meeting

The Governing Council shall hold its annual organizational meeting during the first regularly scheduled Governing Council meeting in March or April, unless no incumbent officers remain on the Governing Council at the time a new Governing Council takes office. In this instance, the Governing Council will hold its organizational meeting during the first meeting after the new Governing Council assumes office. Governing Council Members present at the meeting shall elect a President of the Governing Council. Committee membership is determined in the organizational meeting or during regularly scheduled Governing Council meetings during the year.

ARTICLE 9 Governing Council Committees

The SAMS Governing Council shall establish a Finance Committee and an Audit Committee. The Finance Committee and Audit Committees are sub-committees of the Governing Council and will consist of two Governing Council Members and two Members of the public. The Audit Committee will consist of two Governing Council Members, one volunteer member with accounting and finance experience, one volunteer parent, the Head Administrator, and CFO. Members of the Finance

Committee may also serve as Members of the Audit Committee. Any Governing Council Member may attend any committee meeting; however, a quorum of the Governing Council is prohibited at all committee meetings unless such meeting is held in accordance with the Open Meetings Act.

The purpose of the Finance Committee is to review monthly with the CFO the financial transactions of the school. The Finance Committee reports monthly regarding this meeting to the Governing Council. The Finance Committee is subject to the provisions of the Open Meetings Act.

The purpose of the Audit Committee is to ensure that the school's public accountability is maintained. The Audit Committee meets at times required by its function and is subject to the provisions of the Open Meetings Act.

The SAMS Governing Council may adopt other committees as deemed necessary for the effective operation of the Governing Council and achievement of the charter. Ad hoc committees may be formed as needed to fulfill specific requirements.

The function of the standing committees will be fact-finding, deliberative, and advisory, rather than legislative or administrative. Committee recommendations will be made to the whole Governing Council, which alone may take action by the committee or by the administration.

ARTICLE 10 Governing Council Meetings

Regular meetings of the Governing Council will be held at a time and place designated by the Governing Council and published on the School Website, <http://www.samsacademy.com>, and broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have provided a written request for notice of the meetings. Regular meetings of the Governing Council will be held at a time and place designated by the Governing Council's current Open Meetings Act Resolution. The date of a regular meeting may be changed by action of the Governing Council as provided by law, provided that every Governing Council Member and the public are notified.

A special meeting with one agenda, or Quarterly Joint Governing Council meetings, comprising the SAMS and SSLC Governing Bodies, may be called by the Governing Council Presidents or by a quorum of Governing Council Members of each Governing Council. Advance notice shall be given in accordance with the Open Meetings Act (NMSA 10-15-1). The Quarterly Joint Governing Council meeting is in addition to the normally scheduled specific SAMS Governing Council meetings.

ARTICLE 11 Governing Council Meeting Agenda

The agenda for any Governing Council meeting shall be approved by the Governing Council President and the Head Administrator. The Governing Council reserves the right to add or delete items at the meeting that are from persons other than Governing Council Members, subject to the limits of the Open Meetings Act, NMSA 1978, §§ 10-15-1 *et seq.* A written request that an item be included on the Governing Council agenda must be filed in the office of the Head Administrator at least seven (7) calendar days prior to the publication of the agenda. Such requests must include in writing, all statements and materials the person anticipates presenting. This does not limit any person's right to speak during the public comment portion of each meeting. Standing agenda items shall also include:

- Administrative and Operations Report
- Academic Report
- Finance Report
- Aviation Report

ARTICLE 12: Addressing the Governing Council

Any person may formally address the Governing Council during the "public comment" session of a regularly scheduled Governing Council meeting, provided "public comment" is included on the Governing Council agenda. The Governing Council President reserves the right to amend the public comment session.

ARTICLE 13: Governing Council Minutes

A record of all actions of the Governing Council will be set forth in the official minutes of the Governing Council. The minutes shall be kept on file at the school and published to the SAMS Academy website.

ARTICLE 14: Policy Adoption

Adoption of new policies or the revision or repeal of existing policies is solely the responsibility of the Governing Council. Staff members, students, civic groups, or individual citizens may request that the Head Administrator propose a policy provided the request is submitted pursuant to Article .11 above.

ARTICLE 15: Parliamentary Authority

Roberts' Rules of Order will govern the Governing Council, except where otherwise required by law. Although most items are handled by appropriate motion procedures, consensus action is also used. Actual procedures will be left to the discretion of the Governing Council President or Committee chairs.

ARTICLE 16: Complaint Procedure

See SAMS Conflict Resolution Policy

ARTICLE 17: Documents Accepted as Policy

The SAMS Governing Council hereby adopts the following documents: the Curriculum and Standards Alignment, Educational Plan for Student Success; the CNM, UNM, and New Mexico Tech Dual Credit Agreements; the Parent and Community Plan; the Safe School Plan; the Wellness Plan; the Student Behavior Handbook, Acceptable Use Policy, and the Student Code of Conduct; Accounting Policies and Procedures; the Mentorship Plan; the Educational Technology Plan; the Special Education Manual and the Student Assistance Team Manual (SAT); and the Employee Handbook.

ARTICLE 18: Governing Council Self-Assessment

The SAMS Governing Council will annually assess its governance actions and output.

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
J. LyDawn	Blount	Member		17/1/16	None	10101 Avenida Vista Cerros NW	Albuquerque	NM	87114	lblount@samsacademy.com	253-232-0624	joyce.blount@gmail.com	X	X
Tiffany	Roth	Member		3/1/17	None	2727 N. Wilshire Blvd. #98	Roswell	NM	88201	troth@samsacademy.com	505-410-9246	roth2864@msn.com	X	X
Larry	Kennedy	President		10/1/16	None	2438 La Veta NE	Albuquerque	NM	87110	lkennedy@samsacademy.com	505-350-0977	lkennedy@samsacademy.com	X	X
Roland	Dewing	Member		8/1/16	None	10225 Alder Drive NW	Albuquerque	NM	87114	rdewing@samsacademy.com	505-235-4520	rodewing@q.com	X	x
Farrah	Nickerson	Member		7/1/16	None	5105 Dodge Avenue NW	Albuquerque	NM	87114	fnickerson@samsacademy.com	505-400-3713	farrah.nickerson@gmail.com	X	X
Edward	Smith	Member		8/17/17	None	7875 Zuni Canyon Road	Grants	NM	87020	elsmithsr@gmail.com	505-290-3072	elsmithsr@gmail.com	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 6/15/17

STATEMENT OF GOVERNING BODY TO CONSULT WITH PED

We, the undersigned, make up the governing body of SAMS Academy, located 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 SAMS Academy's application to the Public Education Commission for status as a board of finance under 6.80.4.16 NMAC.

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

We understand that we must submit an Affidavit of Governing Body Member to the Public Education Commission within 60 days of a change in membership of our governing body.

THE FOLLOWING MEMBERS OF THE SAMS Academy GIVE THE FOREGOING STATEMENT THIS 17 DAY OF August, 2017.

1. [signature]
[signature]
LyDawn Blount
[print]

2. [signature]
[signature]
Farrah Nickerson
[print]

3. [signature]
[signature]
ROLAND DEWING
[print]

4. [signature]
[signature]
LARRY KENNEDY
[print]

5. [signature]
[signature]
Edward R. Smith
[print]

Attach additional pages if membership exceeds five.

STATEMENT OF GOVERNING BODY TO CONSULT WITH PED

Page 2

6. Tiffany L. Roth
[signature]

TIFFANY L. ROTH
[name]

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF)

I, Joyce LyDawn Blount after being duly sworn, state:

1. My name is Joyce LyDawn Blount and I reside in Albuquerque, New Mexico.

2. I am a member of the governing body of the Southwest Aeronautics, Mathematics and Science Academy in Albuquerque, New Mexico.

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

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

5. I understand that as a member of the Southwest Aeronautics, Mathematics and Science Academy 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.

Joyce LyDawn Blount
[Signature]

07-26-2016
Date

Joyce LyDawn Blount
[Print]

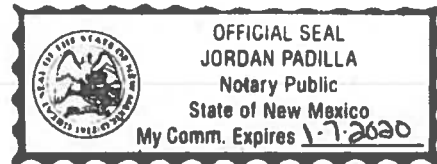
VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 26th day of July, 2016.

[Notary Seal:]

Jordan Padilla
NOTARY PUBLIC

My commission expires: 1-7-, 2016.



AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF)

I, ROLAND O DEWING after being duly sworn, state:

1. My name is ROLAND O DEWING and I reside at 10225 ALDER DR. NW
ALBUQUERQUE, New Mexico 87114. My personal email address is
rodewing@gmail.com and my personal phone number is 505 235 4520.

2. I am a member of the governing body of the SAMS ACADEMY in
ALBUQUERQUE, New Mexico.

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

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

5. I understand that as a member of the SAMS ACADEMY'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.

Roland O Dewing
[Signature]

5/22/2018
Date

ROLAND O DEWING
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me,
this 22 day of May, 2018.



My Commission Expires 9/22/2019

My commission expires: Sept. 22, 2019.

Andrea Griego
NOTARY PUBLIC

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

I, Larry Kennedy, after being duly sworn, state as follows:

1. My name is Larry Kennedy and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the Southwest Aeronautics, Mathematics & Science Academy 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.

Larry Kennedy
[Signature]

10-17-11
Date

Larry Kennedy, Governing Body Member of Southwest Aeronautics, Mathematics & Science Academy Charter School

Subscribed and sworn to before me, this 17th day of October, 2011.

Linda Jo Moore
[signature of Notary]

Linda Jo Moore

NOTARY PUBLIC

My commission expires: 16 November, 2014.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF BERNALILLO)I, Farrah Nickerson, after being duly sworn, state:

1. My name is Farrah Nickerson and I reside in Albuquerque, New Mexico.

2. I am a member of the governing body of the Southwest Aeronautics, Mathematics and Science Academy in Albuquerque, New Mexico.

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

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

5. I understand that as a member of the Southwest Aeronautics, Mathematics and Science Academy 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.

Farrah Nickerson
[Signature]
Farrah Nickerson
[Print]

July 26, 2016
Date

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 26th day of July, 2016.



OFFICIAL SEAL
ANGELINA VELEZ
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: April 9th, 2018

[Signature]
NOTARY PUBLIC

My commission expires: April 9th, 2018

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF Bernalillo)

I, Tiffany Roth, after being duly sworn, state as follows

1. My name is Tiffany Roth and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the SAMS Academy 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.

Tiffany Roth
[Signature]

2/16/17
Date

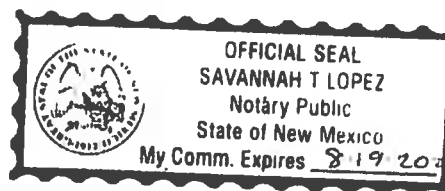
SAMS Academy, Governing Body Member of SAMS Academy
Charter School

Subscribed and sworn to before me, this 16 day of February, 2017.

[Notary Seal:]

S L
[signature of Notary]

Savannah Lopez
[typed name of Notary]



NOTARY PUBLIC

My commission expires: 8/19, 2020.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF)

I, Edward Lee Smith, after being duly sworn, state:

1. My name is Edward Lee Smith and I reside in Grants, New Mexico.

2. I am a member of the governing body of the [insert name of school] in SAN ALBUQUERQUE New Mexico.

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

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

5. I understand that as a member of the [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]

9-21-2017
Date

Edward A Smith
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 21 day of September, 2017.



My Commission Expires: July 25, 2018

[Signature]
NOTARY PUBLIC

My commission expires: July 25, 2018.

AFFIDAVIT OF FINANCIAL RECORD CUSTODIAN

STATE OF NEW MEXICO)
)
COUNTY OF Bernalillo)

I, Alice Chavez, [affiant] after being duly sworn, state:

1. I live in the City of Albuquerque, 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) 2018 NMASBO Fall and Winter Conferences
- b) 2019 NMASBO Winter Conference
- c) CPO Certification Training

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
386224	School Business Official License	July 1, 2018 to June 30, 2021	yes

FURTHER AFFIANCE SAYETH NAUGHT.

Alice Chavez
[Signature of Affiant]

6/5/2019
Date

Alice Chavez
[Print Name of Affiant]

VERIFICATION

The forgoing Affidavit of Financial Records Custodian was subscribed and sworn to before me, this 5th day of June, 2019.

[Notary Seal:]



Paula Gonzales
NOTARY PUBLIC

My commission expires: June 8, 2022.

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

ALICE MONICA CHAVEZ

Effective from July 1, 2018 to June 30, 2021

Licensure Number: 386224

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

Secretary of Education

ADMISSION

[Southwest Aeronautics, Mathematics, and Science Academy](#) / Admission

The letter of intent and how the lottery system works.

The SAMS Academy is a Charter School for students who choose to enroll. The following procedures are necessary, as enrollment interest often exceeds the enrollment capacity of the school. Students are admitted through a lottery system. Parents wishing to enroll their student(s) must submit an electronic or written Letter of Intent. At the conclusion of the fall semester, all new letters of intent received will be placed into the lottery pool for the subsequent year. In March of the subsequent year, a lottery will be held to determine placement order on the waiting list for letters received after the conclusion of the fall semester.

SAMS enrollment policies prohibit discrimination on the basis of disability, race, creed, color, gender, gender identity, national origin, religion, or need for special education services.

As per New Mexico State statute the lottery will be governed by the following guidelines:

1. If a student is chosen in the school's lotteries and there is a sibling who is eligible to attend that same school, the sibling will be given preference for the following school year.
2. Students selected to enroll in Southwest Aeronautics, Mathematics and Science Academy will be able to re-enroll for the following school year provided the family has completed and returned a "Letter of Intent to Return" by the deadline and the student is in good standing at the school.

CERTIFICATE OF ASSURANCES

My name is LARRY KENNEDY and I reside in ALBUQUERQUE, NM. I am a member of the governing body for SAMS ACADEMY a charter school which is located at 4100 AEROSPACES N. 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.

LARRY KENNEDY
Printed Name

Larry Kennedy
Signature

5-23-18
Date

CERTIFICATE OF ASSURANCES

My name is Farrah Nickerson and I reside in Albuquerque, NM. I am a member of the governing body for SAMS Academy a charter school which is located at 4100 Acropolis Pl NW. 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.

Farrah Nickerson
Printed Name

[Signature]
Signature

May 23/18
Date

CERTIFICATE OF ASSURANCES

My name is TIFFANY ROTH and I reside in ROSWELL, NM. I am a member of the governing body for SAMS ACADEMY 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 NMAG.
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.

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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.

TIFFANY ROTH
Printed Name

Tiffany Roth
Signature

05.25.18
Date

CERTIFICATE OF ASSURANCES

My name is ROLAND DEWING and I reside in ALBUQUERQUE. I am a member of the governing body for SAMS ACADEMY 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.
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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.
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.


CERTIFICATE OF ASSURANCES

My name is LyDawn Blount and I reside in Albuquerque, NM. I am a member of the governing body for SAMS Academy a charter school which is located at 4100 Aerospace Pkwy. 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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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.
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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.

LyDawn Blount
Printed Name


Signature

May 30, 2018
Date

CERTIFICATE OF ASSURANCES

My name is Smith, Ed and I reside in Grant, NM. I am a member of the governing body for Sam Academy a charter school which is located at Greenwood. 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.

David A. Smith
Printed Name

[Signature]
Signature

5.3.20
Date


CERTIFICATE OF ASSURANCES

My name is LyDawn Blount and I reside in Albuquerque, NM. I am a member of the governing body for SAMS Academy a charter school which is located at 4100 Aerospace Pkwy. 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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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.

LyDawn Blount
Printed Name


Signature

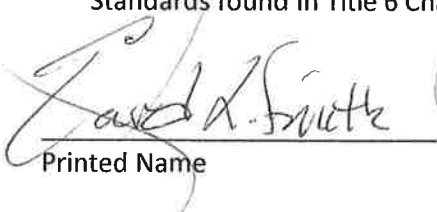
May 30, 2018
Date

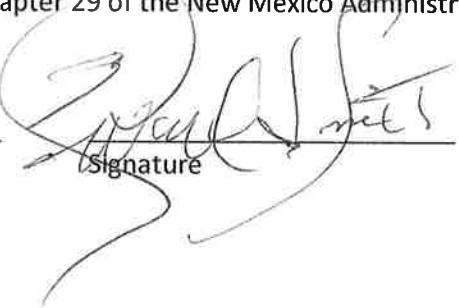
CERTIFICATE OF ASSURANCES

My name is Smith, Ed and I reside in Grant, NM. I am a member of the governing body for Sam Academy a charter school which is located at Greenwood. 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.
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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.


Printed Name


Signature


Date

CERTIFICATE OF ASSURANCES ~~11/22/09~~

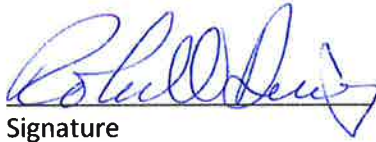
My name is ROLAND DEWING and I reside in ALBUQUERQUE. I am a member of the governing body for SW AERONAUTICS MATH & SCIENCE a charter school which is located at 4100 AEROSPACE PKWY. I certify that the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational programmatic, 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.
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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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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.

ROLAND DEWING

Printed Name



Signature

21 Feb 2019

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.

SAMS ACADEMY

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"/>	<p>22-10A-20. Staffing patterns; class load; teaching load.</p> <p>The daily teaching load per teacher for grades seven through twelve shall not exceed one hundred sixty students, except the daily teaching load for teachers of required English courses in grades seven and eight shall not exceed one hundred thirty-five with a maximum of twenty-seven students per class and the daily teaching load for teachers of required English courses in grades nine through twelve shall not exceed one hundred fifty students with a maximum of thirty students per class.</p>	SAMS Academy has a main lab that seats 131 students for each session. There are 7 content teachers (2 ELA, 3 Math, 1 Science, 1 SS, 1 SPED and two EA's. Students work on the content of their choice for the day.
Teaching load	<input checked="" type="checkbox"/>	The daily teaching load per teacher for grades seven through twelve shall not exceed one hundred sixty students, except the daily teaching load for teachers of required English	SAMS Academy has a main lab that seats 131 students for each session. There are 7 content teachers (2 ELA, 3 Math, 1 Science, 1 SS, 1 SPED

Waiver Notification Form

		courses in grades seven and eight shall not exceed one hundred thirty-five with a maximum of twenty-seven students per class and the daily teaching load for teachers of required English courses in grades nine through twelve shall not exceed one hundred fifty students with a maximum of thirty students per class.	and two EA's. Students work on the content of their choice for the day.
Length of school day	<input 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 type="checkbox"/>	Click here to enter text.	Click here to enter text.
Purchase of instructional materials	<input checked="" type="checkbox"/>	22-15-29 through 22-15-14 Instructional Materials	SAMS Academy uses solely for their content areas of academics the on-line program Edgenuity. It meets state standards as well as common core standards.
Evaluation standards for school personnel	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
School principal duties	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
Drivers education	<input 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.
Click here to enter text.			Click here to enter text.
Click here to enter text.			Click here to enter text.



NEW MEXICO
GENERAL SERVICES DEPARTMENT

Ronda Joyce

*Who 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 22nd day of February 2017

Chief Procurement Officer Certification

Certificate No. CPO-2017-00000-01381



Lawrence O. Maxwell
State Purchasing Agent



Double Eagle II Airport

First Renewal

**Aerospace Technology Park Facility
Lease and Agreement**

Southwest Aeronautics, Mathematics, and Science Academy

This First Renewal to the **Aerospace Technology Park Facility Lease and Agreement** ("First Renewal") is entered into by and between the **City of Albuquerque**, a New Mexico municipal corporation ("City") and **Southwest Aeronautics, Mathematics, and Science Academy**, a state chartered public school organized and existing under the laws of the State of New Mexico ("Tenant").

Section 1. Recitals.

1. City and Tenant entered into a Facility Lease and Agreement, dated February 9, 2012 ("Lease"), with the commencement date of July 1, 2012, and an initial five-year term ending on June 30, 2017; and

2. Section 5 of the Lease provides that following the expiration of the Initial Term, Tenant shall have the option to renew the Lease for two additional five-year periods ("Renewal Periods"); and

3. Tenant desires to exercise its first renewal option to extend the Term of the Lease to June 30, 2022; and

4. Tenant is current in its payments to City, and is in compliance with all conditions, covenants, and agreements set forth in this Lease.

Section 2. Renewal.

In consideration of the Lease provisions and the above premises, the parties hereto do mutually agree that the Lease is hereby renewed for an additional five years, and that the terms and conditions of the Lease, as amended, shall remain unchanged and shall continue in full force and effect through June 30, 2022.

{Intentionally Left Blank}

IN WITNESS WHEREOF, City has caused this First Renewal to be executed by its Director of Aviation pursuant to Section 20.2 of the Lease, and Tenant has caused the same to be executed by its appropriate and authorized officer.

City of Albuquerque:

By: 
James D. Hinde, C.M.
Director of Aviation

Date: 5/15/17

Tenant: Southwest Aeronautics, Mathematics, and Science Academy

By: 
Kirk Hartom
Head Administrator

Date: 5-15-17



5/17/17

**Double Eagle II Airport
Aerospace Technology Park Facility
Lease and Agreement**

Southwest Aeronautics, Mathematics, and Science Academy

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**Double Eagle II Airport
Aerospace Technology Park Facility
Lease and Agreement**

Southwest Aeronautics, Mathematics, and Science Academy

This **Aerospace Technology Park Facility Lease and Agreement** ("Lease") is made and entered into by and between the **City of Albuquerque**, a New Mexico municipal corporation ("City") and **Southwest Aeronautics, Mathematics, and Science Academy** ("School"), a state-chartered public school organized and existing under the laws of the State of New Mexico ("Tenant").

In consideration of the rights, privileges, and mutual obligations contained in this Lease, City and Tenant agree as follows:

Section 1. Recitals.

1.1 City owns and operates through its Aviation Department the Double Eagle II Airport ("Airport") as shown in **Exhibit A**, located in the County of Bernalillo, State of New Mexico; and

1.2 Tenant desires to lease from City, and City is willing to lease to Tenant, an existing facility ("Premises") located within the Double Eagle II Airport Aerospace Technology Park as shown in **Exhibit B** attached hereto and incorporated herein, to be used as a state-chartered public school hereafter known as the Southwest Aeronautics, Mathematics, and Science Academy; and

1.3 City and Tenant have the right and power to enter into this Lease.

Section 2. Definitions.

2.1 "Aviation Department" means the City of Albuquerque Aviation Department.

2.2 "Director" means the City of Albuquerque, Director of Aviation, or authorized representatives.

2.3 "Effective Date" means the date this Lease is executed by City's Chief Administrative Officer.

2.4 "Environmental Laws" shall be interpreted in the broadest sense to include any and all federal, state, local statutes, ordinances, regulations, rules or guidelines now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances or relate to the protection of human health, safety

or the environment, and include but are not limited to: the Solid Waste Disposal Act, 42 U.S.C. 3251, et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act/Pesticide Act, 7 U.S.C. Section 13 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300(f) et seq.; the Oil Pollution Control Act of 1990, 33 U.S.C. Section 2761 et seq.; Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Section 9601 et seq., and as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. Law No. 99-499, 100 Stat. 1613; the Toxic Substances Control Act, 15 U.S.C., Section 2601 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Clean Water Act, 33 U.S.C., Section 1251, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C., Section 1801 et seq.; the Resources Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq.; and those substances defined as hazardous waste or as hazardous substances under the laws of New Mexico and/or the United States or in regulations promulgated pursuant to such laws.

2.5 "Federal Aviation Administration" ("FAA") means that agency of the United States government and any federal agency succeeding to its jurisdiction.

2.6 "Hazardous Substances" shall be interpreted in the broadest sense to include any and all substances, materials, wastes, pollutants, oils or governmental regulated substances or contaminants as defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, PCBs, radioactive materials or waste, or any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed, or released. Hazardous Substances shall also mean any hazardous materials, hazardous wastes, toxic substances, or regulated substances under any Environmental Laws.

2.7 "Leasehold Improvements" means all items of improvement, alteration, or modification constructed and affixed to the Premises and all fixtures and equipment affixed thereto in such a manner, as determined by City, that they cannot be readily removed without damage to the Premises and without substantially changing the character of the Premises.

2.8 "Operation and Maintenance Expenses" means those current expenses, paid or accrued by City, of operating, maintaining, and repairing the Aerospace Technology Park at the Airport. Such expenses shall include the repair, maintenance, painting and replacement of the common areas and of the utilities and facilities serving the same; operation and maintenance of gates, fences and other measures to restrict or otherwise limit access to the Aerospace Technology Park;

illumination of the common areas and signs situated therein; cleaning and removal of snow, ice, dirt, and trash from the main roadways; striping; blacktopping; landscaping; maintenance, repair and replacement of bumper guards or other traffic control systems; and the operation, maintenance and repair, replacement and debt service of equipment used in the operation and maintenance of the Aerospace Technology Park.

2.9 "Term" means the Initial Term plus all Renewal Periods for which Tenant properly exercises its option(s).

2.10 "Transportation Security Administration" ("TSA") means that agency of the United States government and any federal agency succeeding to its jurisdiction.

Section 3. Premises. City, for and in consideration of the rents and fees reserved in this Lease and each of the covenants, conditions, and agreements set forth in this Lease to be kept and performed by Tenant, hereby leases to Tenant for its exclusive use, and Tenant leases from City, upon the conditions, covenants, and agreements set forth in this Lease, all of which Tenant accepts, a 41,585 square foot building situated on approximately 5.041 acres of land located at 4100 Aerospace Parkway, NW, Albuquerque, NM 87120. Tenant has inspected the Premises and has deemed same suitable for the intended use of Tenant.

Prior to the commencement of this Lease, City shall inspect the Premises and make any necessary alterations, improvements, or repairs to all window glass, HVAC units, elevators, fire suppression systems to include fire extinguishers, security systems to include fire alarms, roof components, plumbing fixtures, and electrical fixtures. Other than the alterations, improvements, or repairs as specified herein, Tenant shall accept the Premises in its "as is" condition without any liability or obligation on the part of City to make any additional alterations, improvements, or repairs. City shall not be liable to Tenant or its officers, employees, agents, contractors, or invitees for any damage or injury caused by the condition of the Premises. Tenant shall be entitled to make alterations, improvements or repairs to the Premises pursuant to Section 10 below.

3.1 Option to Expand Premises. At any time during the first thirty-six (36) months following the Effective Date, Tenant shall have the exclusive option to lease from City: (a) a portion of the vacant land located adjacent to, and immediately east of the Premises in order to construct an aircraft hangar facility, and (b) a portion of the vacant land located adjacent to, and immediately west of the Premises in order to construct athletic fields (collectively "Option Areas"). The exact location and size of the Option Areas shall be determined by mutual agreement of City and Tenant, and shall be incorporated by amendment to this Lease pursuant to subsection 20.2 below.

3.2 Extension of Taxiway. On or before July 1, 2013, City shall, at its sole cost and expense, extend taxiway "B" from its southernmost end to the east side of the Premises for Tenant's non-exclusive use.

Section 4. Tenant's Use of Premises.

4.1 Limited Use. Tenant, and its subtenants and assignees approved by City, are hereby granted the use of the Premises for the sole purpose of operating the Southwest Aeronautics, Mathematics, and Science Academy, a state-chartered public school, and other uses related to the School. No commercial activity of any kind shall be conducted by Tenant, or permitted by Tenant, in or from the Premises without City's prior written consent, but which consent shall not be unreasonably withheld.

4.2 Access to Premises. Subject to the provisions of this Lease, and such rules, regulations, and restrictions as City or other governmental agencies may impose with respect to Tenant's Premises, City grants to Tenant, its officers, employees, subtenants, contractors, and subcontractors the right and privilege of ingress and egress to its Premises.

4.3 Termination of Use. If at any time during the Term, Tenant's use of the Premises is for a purpose other than the limited uses pursuant to subsection 4.1 above, City may, as its exclusive remedy, terminate this Lease and compel Tenant to vacate the Premises and to remove all of Tenant's equipment and other property as set forth in Section 15 below.

4.4 Warranties of Tenant. Tenant hereby represents and warrants that the Premises and all parts thereof shall be used in full compliance with all laws and regulations of the State of New Mexico, Public Education Commission, the New Mexico Public Education Department, and all other governmental agencies having jurisdiction over Tenant.

Section 5. Term. The initial term of this Lease shall be for a period of five (5) years ("Initial Term") commencing on **July 1, 2012**, and ending on June 30, 2017, unless earlier terminated pursuant to any provisions of this Lease.

Following the expiration of the Initial Term, Tenant shall have the option to renew this Lease for two (2) additional five (5) year periods ("Renewal Periods"). Tenant must notify City in writing of its intent to exercise its option for the first Renewal Period at least six (6) months prior to the end of the Initial Term, and must notify City in writing of its intent to exercise its option for the second Renewal Period, if applicable, at least six (6) months prior to the end of the first Renewal Period. Such renewals shall be granted provided that Tenant is current in its payments to City, and is in compliance

with all conditions, covenants, and agreements set forth in this Lease at the start of each Renewal Period.

Holding over by Tenant after the expiration of the Term, whether with or without the consent of City, shall not operate to extend or renew this Lease. Any such holding over shall be construed as a month-to-month tenancy on the same terms and conditions of this Lease then in effect; provided, however, that the monthly rent during such tenancy shall be equal to one hundred ten percent (110%) of the monthly rent paid by Tenant during the final month of the Term.

Section 6. Rents and Fees.

6.1 Facility Rent. Commencing on July 1, 2012, as consideration for the rights granted to Tenant pursuant to this Lease, Tenant agrees to pay City monthly, in advance without invoice, on the first day of each calendar month throughout the Term, facility rent as described in the following table:

Initial Term	Price Per Sq. Ft.	Monthly Rent	Annual Rent
July 1, 2012 – June 30, 2017	\$6.00 per sq. ft.	\$20,792.50	\$249,510.00

First Renewal Period	Price Per Sq. Ft.	Monthly Rent	Annual Rent
July 1, 2017 – June 30, 2019	\$6.50 per sq. ft.	\$22,525.20	\$270,302.50
July 1, 2019 – June 30, 2022	\$6.90 per sq. ft.	\$23,911.37	\$286,936.50

Second Renewal Period	Price Per Sq. Ft.	Monthly Rent	Annual Rent
July 1, 2022 – June 30, 2027	\$7.93 per sq. ft.	\$27,480.75	\$329,769.05

City expressly agrees and acknowledges that Tenant's first payment, due July 1, 2012, may be paid on the earlier of July 15, 2012, or within two (2) business days from the date Tenant receives its operational funding from the State of New Mexico for the 2012-2013 school year.

6.2 Common Area Maintenance Fee. Tenant agrees to pay to City annually for its use of the Premises, a common area maintenance fee to be used by City for the operation and maintenance, as defined in subsection 2.8 above, of the common areas within the Aerospace Technology Park. On or about May 1st of each calendar year during the Term of the Lease, City shall provide Tenant written notice of its annual common area maintenance fee, which shall be due and payable on or before June 30th, of that calendar year. The initial annual common area maintenance fee shall be Two Thousand One Hundred Ninety-five and 66/100 Dollars (\$2,195.66), which amount is based on one-cent (\$.01) per square foot for 219,566 square feet of land. This amount shall not increase until such time as the cost of operating and maintaining the

Aerospace Technology Park exceeds the cumulative common area maintenance fee paid by all lessees within the Aerospace Technology Park.

6.3 Option Areas Rent. In the event Tenant exercises its option to lease the Option Areas pursuant to subsection 3.1 above, rent for such Option Areas shall be paid monthly based on a rate of twenty cents (\$.20) per square foot per year during the Initial Term and the first Renewal Period, and at a rate of thirty cents (\$.30) per square foot per year during the second Renewal Period. The monthly Option Areas rent obligation shall be calculated based on the total square footage of Tenant's Option Areas.

6.4 Miscellaneous Fees. Within thirty (30) days following receipt of invoice from City, Tenant shall pay to City all miscellaneous fees incurred by Tenant for any of the following events or such other events as determined by City:

6.4.1 If City has paid any sum or sums, or has incurred any obligation or expense, for which Tenant has agreed to pay or reimburse City, or for which Tenant or its sublessees is otherwise responsible; or

6.4.2 If City is required or elects to pay any sum or sums, or incurs any obligation or expense, because of the failure, neglect or refusal of Tenant to perform or fulfill any of the terms, conditions or covenants required of it hereunder; or

6.4.3 If City provides any services to Tenant other than those expressly provided for in this Lease following Tenant's written request for such services and agreement as to the cost of such services.

Tenant's obligations pursuant to this subsection shall include all interest, cost, damages, and penalties in conjunction with such miscellaneous fees.

6.5 Place of Payment. Tenant shall deliver payments of rents and fees to the office of the Director or at such other place as may be designated by City from time to time. Payment shall be made to the order of the "City of Albuquerque."

6.6 Late Payment Fees. If rents and fees required by this Lease are not received by City on or before the date specified in this Lease, Tenant shall pay an interest charge to City of one and one-half percent (1½%) per month (eighteen (18%) annually) for each month or partial month that any payment due is not paid. In addition, Tenant shall pay an administrative fee to City of **Fifty and 00/100 Dollars (\$50.00)** if City sends Tenant a late payment notice.

Section 7. Security Deposit. Prior to the Effective Date, Tenant shall deposit at the office of Director a cash deposit, Performance Bond ("Bond") or an Irrevocable

Letter of Credit ("LOC") issued exclusively to City, in a form substantially the same as **Exhibit C** attached hereto and incorporated herein, in the amount of **Twenty Thousand Seven Hundred Ninety-two and 50/100 (\$20,792.50)**, which amount is based on rent for one (1) month. The Bond or LOC will be held by City as security for the full and faithful performance of all the terms, covenants and conditions to be performed by Tenant under this Lease. The amount of the security deposit may increase in the event that the rent payable pursuant to this Lease increases, provided however that there will be no decrease in the security deposit.

The Bond or LOC shall expressly permit partial payment and shall be issued exclusively to City. When a Bond is provided, such Bond shall be issued with City as obligee by a surety licensed to conduct business in the State of New Mexico and which has sufficient bonding capacity for the amount of the Bond and is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in the Federal Register by the U.S. Treasury Department or its successor agency.

Documents establishing the continuation or replacement of a Bond or LOC, if applicable, shall be received by the Aviation Department no less than thirty (30) days prior to the expiration of the existing Bond or LOC.

City shall have the option of accepting cash security deposits. City shall not be required to place cash security deposits in interest-bearing accounts; however, should City elect to do so, City shall be entitled to all interest earned from such account as compensation for handling such account. City shall not be required to keep cash security deposits in separate accounts.

If payments required by Tenant under the terms of this Lease are not made in accordance with the payment provisions set forth in Section 6 above, City shall have the right to forfeit, take, and use as much of such security deposit as may be necessary to make such payment in full and to exercise any other legal remedies to which it may be entitled. In the event of a partial draw, Tenant shall immediately reinstate the security deposit to the full amount required herein.

Section 8. Insurance and Indemnification. City and Tenant acknowledge and agree that, pursuant to New Mexico law, they are both government entities subject to the Immunities, liability limitations, and restrictions of the New Mexico Tort Claims Act. The terms and conditions agreed to by the parties herein shall not constitute waiver of any provisions of the Tort Claims Act.

As a government entity, Tenant agrees to provide commercial general liability insurance, automobile liability insurance, and indemnity for City as an additional insured to the same extent Tenant is insured and obtains risk management services through the

New Mexico Public School Insurance Authority ("NMPSIA") or other risk management/insurance authority mandated by the State of New Mexico.

Tenant agrees that it and all of its agents, officers, employees, and representatives will use due care and diligence in all of its or their activities and operations at the Airport, and agrees to provide risk management through the NMPSIA for all suits, actions, claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses claimed and brought against City because of any injury, including death, resulting from bodily injury, damages for care and loss of services, or damages received or sustained by any person, persons or property arising out of or resulting from the operations of Tenant. Tenant shall not, however, in any event be required to indemnify or hold harmless City pursuant to this Section 8 with respect to any bodily injury, death or injury to or destruction of property which results from the active negligence or willful misconduct of City, its agents, officers, employees, or representatives.

In addition to the requirements stated above, Tenant shall also procure and maintain all risk property insurance and workers' compensation insurance as required in **Exhibit D**, attached hereto and incorporated herein.

In the event Tenant fails to obtain insurance and risk management as indicated herein, or to the extent the Premises are subleased or assigned, in whole or in part, to a non-government entity, Tenant or its sublessees or assignees shall procure and maintain, in full force and effect throughout the Term, the policies of insurance required pursuant to **Exhibit D**, and in addition shall indemnify City as provided in **Exhibit D**.

Section 9. Termination of Lease.

9.1 Termination by City: 15-Day Cure Period. This subsection shall govern Tenant's failure to comply with the following provisions (collectively, "Events of Default"):

9.1.1 payment of rents and fees pursuant to Section 6 above;

9.1.2 provide and maintain a security deposit pursuant to Section 7 above;

9.1.3 provide and maintain insurance pursuant to Section 8 above.

In the event Tenant fails to comply with any or all of the aforementioned provisions for a period of fifteen (15) days following receipt by Tenant of City's written notice of an Event of Default, City shall be entitled to terminate this Lease by sending a Notice of Termination to Tenant, provided, however, that no Notice of Termination shall be effective if Tenant has fully cured all Events of Default identified in the fifteen (15) day notice prior to Tenant's receipt of the Notice of Termination. Termination of this Lease

will take effect immediately upon Tenant's receipt of the Notice of Termination unless stated otherwise therein.

9.2 Termination by City: 30-Day Cure Period Except for Events of Default which are governed by subsection 9.1 above, if Tenant fails to comply with any covenant or provision herein required for a period of thirty (30) days following receipt from City of written Notice of Non-Compliance, City shall be entitled to terminate this Lease by sending Tenant a written Notice of Termination. Termination of this Lease shall take effect immediately upon Tenant's receipt of the Notice of Termination unless stated otherwise in the Notice of Termination, provided, however, that if prior to Tenant's receipt of the Notice of Termination, Tenant has fully complied with all covenants and provisions identified in the Notice of Non-Compliance, then this Lease shall remain in full force and effect and the Notice of Termination shall be null and void.

For events of non-compliance, which cannot reasonably be cured within a period of thirty (30) days following receipt from City of written Notice of Non-Compliance, Tenant shall commence corrective action within said thirty (30) day period, and shall continue appropriate curative action until such default has been fully cured. In the event Tenant fails to meet its obligation as provided for herein, City shall be entitled to terminate this Lease by sending Tenant a written Notice of Termination. Termination of this Lease shall take effect immediately upon Tenant's receipt of the Notice of Termination unless stated otherwise in the Notice of Termination, provided, however, that if prior to Tenant's receipt of the Notice of Termination Tenant has commenced corrective action, then this Lease shall remain in full force and effect and the Notice of Termination shall be null and void.

9.3 City's Non-Waiver. City's performance of all or any part of this Lease for or during any period or periods following a default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by Tenant, shall not be deemed a waiver of any rights on the part of City to terminate this Lease for failure by Tenant to perform, keep, or observe any of the terms, covenants, or conditions herein contained and shall not be construed to be or act as a waiver by City of any subsequent default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by Tenant.

9.4 Termination by Tenant: 30-Day Cure Period. If City fails to comply with any covenant or provision herein required for a period of thirty (30) days following receipt from Tenant of written Notice of Non-Compliance, Tenant shall be entitled to terminate this Lease by sending City a written Notice of Termination. Termination of this Lease shall take effect immediately upon City's receipt of the Notice of Termination unless stated otherwise in the Notice of Termination, provided, however, that if prior to City's receipt of the Notice of Termination, City has fully complied with all covenants and provisions identified in the Notice of Non-Compliance, then this Lease shall remain

In full force and effect and the Notice of Termination shall be null and void. Upon any such default by City, which is not cured in a timely manner, whether or not Tenant terminates this Lease, Tenant shall have all remedies available to it at law or in equity or pursuant to any applicable statute.

For events of non-compliance, which cannot reasonably be cured within a period of thirty (30) days following receipt from Tenant of written Notice of Non-Compliance, City shall commence corrective action within said thirty (30) day period, and shall continue appropriate curative action until such default has been fully cured. In the event City fails to meet its obligation as provided for herein, Tenant shall be entitled to terminate this Lease by sending City a written Notice of Termination. Termination of this Lease shall take effect immediately upon City's receipt of the Notice of Termination unless stated otherwise in the Notice of Termination, provided, however, that if prior to City's receipt of the Notice of Termination City has commenced corrective action, then this Lease shall remain in full force and effect and the Notice of Termination shall be null and void.

9.5 Other Termination by Tenant. Tenant may terminate this Lease any time that Tenant is not in default in its payments to City hereunder, by giving City sixty (60) days advance written notice as hereinafter provided, based upon one of the following events:

a) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof for Airport purposes, and the remaining in force of such injunction for a period of at least ninety (90) days;

b) The inability of Tenant to use, for a period in excess of ninety (90) days, the Airport or any of the Premises, facilities, rights, licenses, services or privileges leased to Tenant hereunder, because of fire, explosion, earthquake, other casualty, or acts of God or the public enemy, provided that same is not caused by negligence or willful acts or failure to act on the part of Tenant;

c) The lawful assumption by the United States Government or any authorized agency thereof of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days, from operating at the Airport and/or from exercising its rights upon the Premises pursuant hereto.

9.6 Tenant's Non-Waiver. Tenant's performance of all or any part of this Lease for or during any period or periods following a default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by City, shall not be deemed a waiver of any rights on the part of Tenant to terminate this

Lease for failure by City to perform, keep, or observe any of the terms, covenants, or conditions herein contained and shall not be construed to be or act as a waiver by Tenant of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by City.

Section 10. Construction of Leasehold Improvements. City acknowledges and accepts that Tenant is required by law to bring the Premises to Educational Occupancy standards contained in the applicable International Building Code, and also is required to meet certain state-imposed school facility adequacy standards, and Tenant shall be making such Improvements to the Premises as required to meet those standards for certification by the relevant governmental authorities. Tenant, at its sole risk and expense, shall completely construct all Leasehold Improvements in strict compliance with this Section 10, and shall obtain the necessary City permits, licenses, and approvals from City's building officials or other governmental agencies as required. City certifies that the facility is owned by the City of Albuquerque as a governmental entity. Tenant certifies that any taxpayer funds it uses to improve the facility will not benefit any private individual or privately owned company.

10.1 Approval by Director. Tenant shall submit to Director, complete plans and specifications for all Leasehold Improvements Tenant intends to make to the Premises. First-class standards of design and construction are required, and Tenant shall obtain written approval for same from Director prior to beginning construction and installation. Approval by Director shall include architectural and aesthetic matters, and Director shall be entitled to reject designs submitted and require Tenant to re-submit designs until approval by Director is given; however, City agrees that compliance with Educational Occupancy standards and required state adequacy standards shall also meet the Director's standards for approval of Leasehold Improvements constructed within the facility. City agrees to act promptly upon Tenant's request for approval of plans, specifications, and modifications thereto.

Any review or approval by Director of Tenant's plans, or any inspection by City of the Leasehold Improvements work or materials, shall not be deemed to constitute a waiver or release by City of any obligation or responsibility of Tenant under this Lease, or an assumption of any risk or liability by City with respect thereto; and Tenant shall make no claim against City on account of such review, approval, or inspection. City reviews, approvals, and inspections shall not constitute assumption by City of any responsibility for the adequacy of the design or construction. Such responsibility shall remain totally with Tenant and Tenant's architects, engineers, and contractors. Tenant shall cause all Leasehold Improvements authorized under this Lease to be constructed only by a contractor properly licensed by the state of New Mexico to construct such Leasehold Improvements, and will be responsible for compliance with New Mexico or Federal procurement laws and construction contract requirements if applicable.

10.2 Construction Plans and Specifications. No Leasehold Improvements of any kind shall be erected, placed, assembled, constructed or permitted on the Premises until preliminary and final plans showing the type of use, location, size, and design prepared by an architect and/or engineer licensed to practice in the state of New Mexico have been approved by City, provided however, that Leasehold Improvements which are not subject to requirements pertaining to permits, licenses, and approvals from City's building officials or other governmental agencies, shall be exempt from the provisions of this subsection. Prior to the preparation of preliminary plans, Tenant shall contact Director to schedule a pre-project meeting to brief City staff on the proposed Leasehold Improvements.

10.2.1 Preliminary Plans. Tenant shall provide City with preliminary plans for the Leasehold Improvements, prepared and stamped by an architect or engineer licensed to practice in the state of New Mexico.

Such preliminary plans shall show the full extent of the Leasehold Improvements to be constructed, including but not limited to, grading, drainage, landscaping, paving, signs, structural details and utility locations, showing the relationship of the proposed Leasehold Improvements to all adjacent Airport parcels, public roadways, or service roadways. Civil engineering plans shall include drawings submitted on a scale not smaller than one (1) inch equals fifty (50) feet. Architectural plans shall include plan drawings at a suitable scale but in no event shall the scale be smaller than one sixteenth (1/16) inch equal to one (1) foot. Plans shall include complete specifications in sufficient detail for Director to determine compatibility with the Aviation Department's overall objectives for the aesthetic character and quality of the Leasehold Improvements. Architectural submittals shall include an accurate architectural perspective color rendering of the Leasehold Improvements, including the proposed exterior color, scheme, style, materials, and wording and placement of all signs.

Within ten (10) days following receipt thereof, Director shall review such preliminary plans, and transmit to Tenant written approval or rejection thereof, in whole or in part. In the event of rejection, within fifteen (15) days after receipt of the rejection notice, Tenant shall amend such plans to comply with the items set forth in the rejection notice, and re-submit them to Director for approval. Director shall notify Tenant within ten (10) days thereafter of his decision regarding the revised plans.

Tenant warrants that City may use all plans and specifications submitted by or on behalf of Tenant, only for purposes relevant to and consistent with this Lease.

10.2.2 Final Plans and Construction Schedule. Within thirty (30) days following Tenant's receipt of Director's approval of the preliminary plans, Tenant shall deliver to Director for approval four (4) sets of final construction plans and specifications for construction of the Leasehold Improvements, together with a schedule

for construction of the Leasehold Improvements. Such final plans and specifications shall substantially conform to the preliminary plans previously approved by Director and shall be submitted to Director prior to submitting the plans to other applicable agencies. There shall be no substantial changes or alterations made in the final plans and specifications after the approval by Director without the advance written approval of Director. Director's approval of such plans shall not infer approval by other City or controlling agencies. After approval of the plans by Director, Tenant will have complete responsibility for obtaining all other required approvals and permits for the Leasehold Improvements.

10.2.3 Modification of Final Plans. Any modifications to the approved final plans and specifications, which may be required following review by the City of Albuquerque Code Enforcement Division, the New Mexico Environment Department, the City of Albuquerque Planning Department, the City of Albuquerque Fire Department, or other governmental agencies, shall be submitted to Director for approval prior to construction.

10.3 Permits, Licenses, and Approvals. Tenant shall, at its sole expense, obtain all necessary licenses, permits, and approvals required for construction of the Leasehold Improvements on the Premises from City, state, and federal agencies. These may include, but not be limited to:

10.3.1 Permits, licenses, and approvals of a) the City of Albuquerque Planning Department, the City of Albuquerque Fire Department, and the City of Albuquerque Building and Safety Division and b) the National Board of Fire Underwriters or other similar organizations for the prevention of fire or for the correction of unhealthy or hazardous conditions; and

10.3.2 Permits, licenses, and approvals for compliance with storm water management, sediment, and erosion control requirements pursuant to the regulations of the New Mexico Environment Department; and

10.3.3 Submittal of a Notice of Intent ("NOI") to the Federal Environmental Protection Agency ("EPA") prior to the start of site development and new construction and shall provide, implement, and be responsible for, a Storm Water Pollution Prevention Plan ("SWPPP") during all phases of the work. Tenant shall provide a copy of the NOI to City prior to the start of any work at the site.

Upon completion of the construction, Tenant will be responsible for submitting a Notice of Termination ("NOT") to the EPA, and will provide a copy of the NOT to City.

10.3.4 City's approval of its Spill Prevention Controls and Countermeasures Plan.

10.4 Notice to Proceed, Insurance, and Construction Bonds. Director's approval of Tenant's final plans and specifications and time schedule shall constitute Tenant's notice to proceed with construction of Leasehold Improvements, provided that all the following requirements have been satisfied:

10.4.1 Tenant has delivered to Director for approval, and Director has approved, certificates of insurance for coverage evidencing Tenant's construction contractor's a) "all risk" type builders' risk insurance coverage and workers' compensation insurance coverage and b) compliance with the applicable insurance provisions of Section 8 above; and

10.4.2 Tenant's construction contractor has duly executed a Labor and Materials Payment Bond with a surety authorized to do so in the State of New Mexico, in an amount equal to the value of its contract for construction of the Leasehold Improvements to insure City against loss by reason of any lien or liens that may be filed against the Premises or Airport property. Tenant shall provide City with a true copy of such executed bond, upon request by Director.

Tenant shall be solely responsible for payment and pay promptly, when due, all persons supplying labor and materials to its contractor for all elements of construction of Improvement on the Premises. Tenant shall keep the Premises free and clear of all mechanics liens resulting from any construction and shall permit no lien or claim to be filed or prosecuted against City on account of any such construction or materials furnished. Tenant may contest the correctness or validity of any such lien, but Tenant shall indemnify, defend, and hold harmless City, its elected representatives, officers, agents, and employees, and the Premises from any and all claims and liability for payment of any such lien, and related attorneys' fees; and

10.4.3 Tenant has delivered to Director a Performance Bond executed by Tenant's construction contractor and a surety acceptable to City, in a form acceptable to City, securing contractor's performance of its obligations relating to the construction of the Leasehold Improvements, in an amount equal to the value of its construction contract, naming City as obligee thereunder. In the alternative, Tenant may, submit to Director in lieu of a Performance Bond, a deposit in an amount equal to the total value of Tenant's construction contract, subject to the approval of City; and

10.4.4 Tenant has obtained at its sole expense all necessary licenses and permits required for construction of Leasehold Improvements on the Premises; and

10.4.5 Tenant shall submit to Director a copy of the building permits issued to Tenant by the City of Albuquerque Building Inspection Division; and

10.4.6 Tenant shall notify Director of Tenant's intention to commence construction of the Leasehold Improvements at least forty-eight (48) hours before commencement of such work or delivery of any material to be used in such work at the Premises.

10.5 Contractor Indemnification. Tenant shall include in all construction contracts entered into in connection with the construction of the Leasehold Improvements, a provision requiring the contractor and subcontractors to indemnify, hold harmless, defend and insure Airport, City, and their directors, officers, and employees, from and against the risk of third party legal liability for death, injury or damage to persons or property, direct or consequential, arising or alleged to arise out of, or in connection with, the performance of any or all of such construction work, whether the claims and demands made are just or unjust, unless same are caused by the negligence or willful act of the indemnified parties.

10.6 Coordination of Construction. Tenant shall cooperate with the City of Albuquerque Aviation Department in the construction of the Leasehold Improvements. Tenant agrees that all construction and installation of said Leasehold Improvements at the Airport shall be accomplished without interfering with other users of the Airport.

Tenant and its construction contractor and subcontractors shall at all times keep the construction sites and surrounding areas clean, orderly, safe, free of accumulated construction debris and waste materials, and shall be solely responsible for removal of all construction debris and waste materials to a suitable licensed landfill away from the Airport.

10.7 Certificate of Occupancy. Within ten (10) days after the completion of the construction of the Leasehold Improvements, Tenant shall submit a copy of the City of Albuquerque Certificate of Occupancy to Director. Within ten (10) days after receipt of the Certificate of Occupancy, Director may schedule an inspection of the Leasehold Improvements to be accompanied by Tenant for purposes of confirming compliance with the final plans and any subsequent modifications to the final plans. City acknowledges that Tenant is required to obtain an Educational Certificate of Occupancy ("E Occupancy").

10.8 As-Built/Certified Drawings. Within sixty (60) days after receipt of a Certificate of Occupancy, Tenant shall furnish to City, one (1) set of original reproducible record drawings on reproducible mylar sheets (twenty-four (24) inches by thirty-six (36) inches) showing the "as-built" improvements, and one (1) set of first generation plain bond photo copy. Certified drawings shall be dated and stamped by the engineer or architect of record. A complete set of digital format Auto CAD 2000 or earlier version drawings, reflecting the same information as the certified drawings, shall be delivered at the same time. Delivery of the Auto CAD drawings shall be on CD

(compact disc), along with necessary printing/plotting information to allow City to reproduce drawings as originally designed. If Tenant fails to provide said "as-built" drawings, City may hire a registered architect or registered engineer to provide the same and shall recover the cost of the said drawings, plus a fifty percent (50%) overhead administrative fee, from Tenant. Upon request of City, Tenant shall inspect the Leasehold Improvements jointly with City to verify compliance with the as-built drawings.

10.9 Leasehold Improvements by Tenant to Remain Throughout Term. All of Tenant's Leasehold Improvements, pursuant to this Section 10 shall remain on the Premises throughout the Term, unless otherwise approved in writing by the Director.

10.10 Ownership of Leasehold Improvements. All Leasehold Improvements constructed and installed upon the Premises pursuant to the provisions of this Section 10 shall be, and shall remain, the property of Tenant or to the extent applicable, Tenant's sublessees. Tenant shall not remove any of the Leasehold Improvements from the Premises, nor waste, destroy, demolish or alter, any of the

Leasehold Improvements on the Premises except as permitted by this Lease, or as otherwise approved in writing by Director.

Upon expiration or earlier termination of this Lease, Tenant or its sublessees shall be obligated to remove all Leasehold Improvements constructed or installed upon the Premises unless City has consented that said Leasehold Improvements may remain upon the Premises. If City has not provided such consent, and if Tenant or its sublessees fail to remove said Leasehold Improvements within thirty (30) days following expiration or earlier termination of this Lease, City shall become the owner of such Leasehold Improvements, free and clear of any and all rights to possession and all claims to or against them created by Tenant, and may exercise any and all of its legal rights or remedies, including the right, with or without legal process, to remove and dispose of said Leasehold Improvements without notice to, or consent of, Tenant or its sublessees.

10.11 Removal of Unapproved Leasehold Improvements. Leasehold Improvements made on the Premises without the Director's written approval as required under this Section 10 or portions of the Leasehold Improvements that are not constructed as indicated and specified on approved plans will be considered to be unapproved Leasehold Improvements constructed in violation of the provisions of this Lease. Unapproved Leasehold Improvements shall be removed by Tenant, at Tenant's sole expense, within ninety (90) calendar days after Tenant's receipt of written notice to do so from Director.

Section 11. Maintenance and Utilities.

11.1 Obligations of Tenant. During the Term, Tenant shall, at its sole cost and expense, at all times maintain the Premises in a neat, orderly, sanitary, and presentable condition, and shall be responsible for, at its sole cost and expense, routine custodial services, ordinary preventative maintenance, upkeep, and repair of the Premises. City or its authorized agents may, subject to the School's reasonable requirements for access to the Premises during school hours, and with one (1) day's prior notice, enter upon the Premises to determine if the maintenance performed by Tenant is satisfactory to City. If, in City's sole judgment, it is determined that said maintenance is not satisfactory, City shall notify Tenant of same in writing. If said maintenance is not performed to City's satisfaction by Tenant within fifteen (15) calendar days following receipt of written notice, City or its agents shall have the right to enter upon the Premises and perform such maintenance and Tenant shall promptly reimburse City for the cost thereof, plus fifteen percent (15%) for administrative overhead.

In addition, Tenant shall cause to be removed at Tenant's own expense from the Premises all waste, garbage, and rubbish, collectively referred to herein as refuse, and agrees not to deposit same on any part of the Airport. City shall be entitled, but have no obligation, to remove Tenant's refuse from the Premises and charge Tenant a reasonable fee if Tenant fails to remove such refuse within one (1) day after receiving written or verbal notice from City of improper storage or disposal.

11.2 Obligations of City. During the Term, City shall, at its sole cost and expense, maintain and repair all building systems including roof and structural systems, HVAC systems, electrical systems, and plumbing and sewage systems, with maintenance and repair of such systems to be performed only to their point of entry into the Premises. In the event such maintenance and repair of the building systems is necessary due to damage caused by Tenant's activity, Tenant shall, at its sole expense, completely restore the affected building system to the condition existing immediately prior to such damage.

In addition, City shall maintain all aspects of landscaping at the Premises, excluding Option Areas, if applicable, including the vegetation and irrigation system, and at its sole discretion, shall have the right to add or remove plants as necessary from the landscaped areas.

11.3 Utilities. Commencing July 1, 2012, and continuing throughout the Term, Tenant shall be responsible for all utility services at the Premises and shall receive bills directly from utility providers and promptly pay for all connections, usage, and other services when due. During the Term, City shall not be liable to Tenant for any interruption in, or curtailment of, any utility service. City shall not be liable for

damages to persons or property for any such interruption, nor shall such interruption in any way be construed as cause for rents and fees to abate or operate to release Tenant from any of its obligations hereunder, except that, if the interruption is caused solely by the act or omission of City and the interruption continues for more than seventy-two (72) hours, rents and fees will be abated for the duration of the interruption.

11.4 Telecommunication and Data Services. On or before March 1, 2012, City shall make available to Tenant, telecommunication and data services including phone system, handsets, routers and switches sufficient to provide voice and data services to the facility, and dedicated internet connection with sufficient bandwidth and speed to meet Tenant's needs. Tenant shall pay City for the services provided at the then current rates charged to other users of the services.

City shall be responsible for maintenance of all provided equipment and services. In the event of an interruption of services, City agrees to provide a one-hour response time and to take all reasonable steps to resolve interruptions in as short a time as possible.

Section 12. Financial Responsibility. Tenant shall not permit any mortgage, judgment, execution or mechanic's or materialman's or any other lien to become attached to or be foreclosed upon the Premises or Airport real property by reasons of work, labor performed or materials or equipment furnished to Tenant.

Section 13. Assignment and Subletting. Tenant shall not assign, sublet, mortgage, or otherwise transfer, in whole or in part, any of the rights granted in this Lease without the prior written consent of City. For each assignment or sublease, Tenant shall request City's approval of such assignment or sublease, and Tenant shall submit to City with such request, an original copy of the assignment or sublease containing original signatures and a detailed description of the proposed use, which must be consistent with the provisions of this Lease. City shall give its written approval or denial of Tenant's request within fifteen (15) business days following receipt of such request.

Section 14. Damage or Destruction of Premises. If, for any reason the Premises are damaged to such an extent that it is untenable in whole or in substantial part, then:

14.1 Minor Damage. If the repairs, rebuilding, or reconstruction necessary to restore the Premises to its condition prior to the occurrence of the damage can, in the judgment of City, be completed within ninety (90) days, City shall so notify Tenant, in writing, consult with Tenant, and shall proceed promptly with such repairs, rebuilding, or reconstruction at City's sole cost and expense, provided that Tenant shall be responsible for, and bear the cost of, replacing its trade fixtures and equipment, and rebuilding its Leasehold Improvements. In such event, Tenant shall receive a pro rata abatement of the rents and fees due under Section 6 above, based only on the reduction of usable square feet in the Premises. If applicable, this abatement shall be

allowed only for the period from the date of the occurrence of such damage to the date upon which repairs, rebuilding, or reconstruction is completed. Thereafter, the rents and fees due under Section 6 above, shall be calculated without regard to the period such rent was reduced.

Notwithstanding the above provisions, if the damage is caused by the intentional or negligent act or omission of Tenant, its officers, agents, employees, contractors, subcontractors, licensees or invitees, Tenant shall be responsible for reimbursing City for the cost and expense incurred in such repair, rebuilding, or reconstruction, and Tenant shall not receive any abatement of rents and fees. In order to expedite such repair, rebuilding, or reconstruction, Tenant shall apply all insurance proceeds paid on account of such damage or destruction under the policies of insurance required in **Exhibit D**. If the insurance proceeds are not sufficient to pay the entire cost of such repairs, rebuilding, or reconstruction, Tenant shall pay the amount of any such deficiency and shall apply the same to the payment of the cost of the repairs, rebuilding, or reconstruction. In the event the cause of the damage or destruction is by risk, which is or was uninsurable, then Tenant shall have the same responsibility to provide the funds necessary to pay the cost of the repairs, rebuilding, or reconstruction.

14.2 Extensive Damage. If repairs, rebuilding, or reconstruction would, in the judgment of City, exceed one hundred fifty (150) days to complete, City, at its option, to be evidenced by notice in writing to Tenant, may:

14.2.1 seek Tenant's consent and cooperation, and proceed promptly with repairs, rebuilding, or reconstruction at City's sole cost and expense, in which event abatement of rents and fees shall be allowed, as described in subsection 14.1 above, or

14.2.2 terminate the letting of the Premises, in which event the rents and fees due under Section 6 above, shall be eliminated beginning from the date of the occurrence of the damage. City shall not be deemed in default under this Lease in the event it elects to terminate the letting of the damaged or destroyed Premises, or

14.2.3 in the event the Premises are destroyed or so damaged and rendered untenable as a result of the intentional or negligent act or omission of Tenant, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, City may repair, rebuild, or construct, and Tenant shall be responsible for reimbursing City for the costs and expenses incurred in such repair, rebuilding, or reconstruction, and Tenant shall not receive any abatement of rents and fees. In order to expedite such repair, rebuilding, or reconstruction, Tenant shall apply all insurance proceeds paid on account of such damage or destruction under the policies of insurance required in **Exhibit D**. If the insurance proceeds are not sufficient to pay the entire cost of such repairs, rebuilding, or reconstruction, Tenant shall pay the amount of any such deficiency and shall apply the same to the payment of the cost of the repairs, rebuilding, or reconstruction. In the event the cause of the damage or destruction is by

risk, which is or was uninsurable, then Tenant shall have the same responsibility to provide the funds necessary to pay the cost of the repairs, rebuilding, or reconstruction, or

14.2.4 In the event the Premises are destroyed or so damaged and rendered untenable as a result of the intentional or negligent act or omission of Tenant, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, City may elect not to repair, rebuild, or reconstruct, and Tenant shall be responsible for reimbursing City for the fair market value of the Premises immediately prior to such damage or destruction. Tenant shall submit to City, all insurance proceeds paid on account of such damage or destruction under the policies of insurance required in **Exhibit D**. If the insurance proceeds are not sufficient to pay the entire cost of such reimbursement, Tenant shall pay the amount of any such deficiency and shall apply the same to the payment of the reimbursement. In the event the cause of the damage or destruction is by risk, which is or was uninsurable, then Tenant shall have the same responsibility to provide the funds necessary to pay the cost of reimbursement.

14.3 Alternative Space. In the event repairs, rebuilding, or reconstruction is required pursuant to subsections 14.1 and 14.2 above, City shall use reasonable efforts to provide Tenant with alternative space, if necessary, during any repairs, rebuilding, or reconstruction of the Premises. City shall advise Tenant as soon as may be practicable regarding City's intention with respect to any necessary repairs, rebuilding, or reconstruction.

In the event City provides alternative space to Tenant, City shall be responsible for those costs directly associated with moving Tenant to the temporary space and back to restored space, except in the event that such repair, rebuilding, or reconstruction is required as a result of the intentional or negligent act or omission of Tenant, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, in which case Tenant shall bear the entire cost of moving. Should smaller square footage space be provided by City to Tenant, the rents and fees due under Section 6 above shall be reduced pro rata to the reduction of square footage of the alternative space. All reductions of rents and fees shall be allowed only for the period from the date of the occurrence of such damage to the date repairs and rebuilding are completed. Thereafter, the rents and fees due under Section 6 above shall be calculated without regard to the period such rent was reduced.

14.4 Limits of City's Obligations Defined. In the application of the provisions of subsection 14.1 and 14.2 above, City shall not be obligated to repair, rebuild, or reconstruct the Premises to an extent greater than its original obligation to provide facilities and service to the Premises as set forth in this Lease.

Section 15. Surrender of Premises. Tenant covenants and agrees that upon expiration or earlier termination of this Lease, Tenant will peaceably surrender possession of the Premises in good condition, reasonable wear and tear excepted, and

City shall have the right to take possession of the Premises. City shall not be required to give notice to quit possession at the expiration of the Term.

15.1 Removal of Personal Property. Upon expiration or earlier termination of this Lease, Tenant shall, immediately, remove any and all non-permanent equipment, trade fixtures, materials, supplies, and other personal property on or about the Premises, subject to any valid lien that City may have thereon for unpaid rents and fees, provided, however, that City shall have the right to occupy and use the Premises immediately upon the expiration or earlier termination of this Lease.

15.2 Ownership of Property Not Removed. In the event Tenant fails to remove its personal property from the Premises, City shall have the option of either a) removing Tenant's personal property at Tenant's expense, but only in the event Tenant takes possession of such personal property immediately upon such removal, or b) taking title to Tenant's personal property in lieu of Tenant's removal. In the event City takes title to such personal property, City shall be entitled to all proceeds of sale of such personal property as liquidated damages for the breach of Tenant's covenant to remove.

Section 16. Security. In conjunction with Tenant's right and privilege to use the Premises, access may be made available for Tenant, its agents and contractors, and authorized vehicles via card reader-controlled doors and/or ramp gates to the Airport Operations Area ("AOA"), defined herein as the public use ramps, taxiways, and runways at the Airport. In order to maintain the security of restricted areas on the Airport, Tenant shall be responsible for the control of its invitees, agents, contractors, and authorized vehicles entering the AOA via card reader-controlled doors and/or ramp gates. From time to time during the Term, additional Airport security procedures may be developed, amended, revised, and implemented by City, FAA, TSA, or successor agency, and Tenant hereby agrees to abide by such additional security measures.

Section 17. City's Right to Enter. Subject to the School's rules and regulations governing visitor access to the Premises during school hours, City, by its authorized officers, employees, agents, contractors, subcontractors, and other representatives, shall have the right, but not the obligation, at such times as may be reasonable under the circumstances and with as little interruption of Tenant's operations as possible, to enter upon the Premises, accompanied by an authorized Tenant representative, if practicable, to inspect such space to determine whether Tenant is in compliance with the terms and conditions of this Lease, including inspection for safety, fire protection, environmental contamination and compliance, or security purposes. City shall make every effort to restrict such inspections to avoid disruption of classroom instruction.

Section 18. Depreciation and Investment Credit for Federal Income Tax Purposes. In order to preserve the tax exempt status of City's Airport Bonds, it is a

condition of this Lease that Tenant, its successors and assigns in interest under this Lease and Tenant's sublessees hereby agree that for federal income tax purposes, they shall not claim depreciation or any investment credit for the areas of the Airport furnished by City, and shall make and file an irrevocable election not to claim depreciation or an investment credit, with respect to such areas. When requested, Tenant and its sublessees agree to send a copy of its election to Director.

Section 19. Tenant's Compliance with Environmental Laws. In connection with its operations or any other activity at the Airport, which includes Tenant's Premises, Tenant and its sublessees shall at all times and in all respects comply with all Environmental Laws, as defined in 2.4 above, including federal, state and local laws, ordinances and regulations pertaining to Hazardous Substances.

Tenant shall not cause or permit any Hazardous Substances to be brought upon, kept or used in or about the Airport by Tenant, its employees, sublessees, contractors, or subcontractors without the prior written consent of City. Consent shall not be unreasonably withheld or delayed if Tenant can demonstrate to City's reasonable satisfaction that such Hazardous Substances are necessary or useful to Tenant's activities, and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Substances brought upon, used or kept in or about the Airport. In addition, Tenant shall provide City with copies of all records related to any Hazardous Substances, when such records are required to be maintained by any applicable laws.

Upon expiration or earlier termination of this Lease, Tenant and its sublessees shall cause all Hazardous Substances introduced at the Airport by Tenant and its sublessees, its personnel, or its agents to be removed from the Airport and transported for use, storage, or disposal in accordance and compliance with all applicable Environmental Laws.

19.1 Obligations of Tenant. If the presence of any Hazardous Substance on the Airport caused or permitted by Tenant or its sublessees results in any contamination of the Airport, Tenant shall have the obligation to promptly take all corrective actions at its sole expense as are necessary to remove such Hazardous Substance from the Airport to the extent required by an Environmental Agency and/or any other government agency, including City, having jurisdiction. Tenant must consult with City to determine the schedule, technique, method, and design of the corrective action, subject to Environmental Agency and/or other governmental agency requirements and approvals. Tenant shall have no liability to City for any environmental, investigatory, monitoring, or cleanup costs except as ordered by a federal, state, or local agency, including City, of competent jurisdiction, and Tenant may contest and appeal any Environmental Agency and/or other governmental agency decision or directive.

19.2 Notification by Tenant. Tenant shall immediately notify City in writing of any enforcement, claim or demand for corrective action, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Environmental Laws related to its operations on the Airport. Except as otherwise provided in this Section 19, Tenant shall also supply to City as promptly as possible, and in any event within ten (10) business days after Tenant first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Airport or Tenant and its sublessees use thereof.

Tenant shall promptly provide City with a copy of any other claim it receives giving rise to Tenant's indemnification obligations pursuant to **Exhibit D** attached hereto.

In addition, Tenant shall provide City with a copy of any written release reports that Tenant is required to submit to any environmental agency with respect to releases of any and all Hazardous Substances on the Airport during the Term. Tenant shall, within twenty-four (24) hours, provide City written notification of any Hazardous Substance release that enters the storm drains, soil, or groundwater on or under the Airport at a level that constitutes a reportable quantity, as this quantity is determined by the State of New Mexico Environment Department.

19.3 Notification by City. In the event City receives notice of any enforcement, claim or demand for corrective action, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Environmental Laws related to Tenant's or its sublessees' operations on the Airport, City shall notify Tenant and provide the opportunity to negotiate with the acting government authority and enter the Airport to conduct investigatory, monitoring, or cleanup work. In the event Tenant is responsible for any investigatory, remediation, or cleanup work on the Airport following expiration or earlier termination of this Lease, Tenant shall have the right to enter the Airport for performance of such obligation. City shall promptly provide Tenant with any claim it receives giving rise to Tenant's indemnification obligations pursuant to **Exhibit D** attached hereto. For purposes of this Lease, City certifies to Tenant that no asbestos is currently present within the facility.

19.4 National Pollutant Discharge Elimination System. Tenant shall comply with all federal and state regulations governing the National Pollutant Discharge Elimination System and applicable sections of Airport's Storm Water Pollution Prevention Plan, including all future amendments of said regulations and procedures as may be adopted by federal, state or local agencies.

19.5 Violation and Remediation. If City becomes aware, through inspection or otherwise, of contamination of the Airport by Tenant or its sublessees, City shall immediately issue Tenant a written Notice of Violation, and Tenant shall, at its sole cost and expense, cause a professional environmental assessment to be conducted on the

Airport, within thirty (30) days following receipt of City's Notice of Violation, with a copy of the resulting environmental assessment report provided to Director. Tenant shall be required, at its sole cost and expense, to remediate any Hazardous Substance identified by such environmental assessment, provided, however, that if Tenant can provide Director sufficient evidence, to Director's sole satisfaction, that the Hazardous Substance existed prior to Tenant's or its sublessees' operations at the Airport, then no remediation by Tenant will be required.

Section 20. General Conditions.

20.1 Compliance with Laws, Rules, and Procedures. Throughout the Term, Tenant shall comply and shall require its sublessees and contractors to comply and act in accordance with all federal, state, City, and local laws, ordinances, rules, regulations, and procedures applicable to Tenant's use and occupation of the Premises and the Airport, including, but not limited to the following:

a) **Airport Operations:** Rules, regulations, and Airport Security Procedures, which may be imposed from time to time by City, FAA, TSA, or successor agencies, governing conduct on, and operations at, the Airport.

b) **Civil/Human Rights:** Provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VI and VII of the U.S. Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973; all federal statutes, regulations and executive orders, New Mexico statutes, and City ordinances relating to the enforcement of civil rights; and the City's affirmative action policies and practices. Tenant further assures that it will undertake and will require that any covered sub-organization similarly will undertake affirmative action programs as required by 14 CFR Part 152 Subpart E, Nondiscrimination Airport In Aid Program, to ensure that no person shall on the grounds of race, color, religion, national origin or ancestry, sex, age, or physical or mental handicap be excluded from participating in any employment activities covered in 14 CFR Part 152 Subpart E, or such employment activities covered in the New Mexico Human Rights Act, or the Albuquerque Human Rights Ordinance.

c) **Disabled Persons:** Provisions of the Americans with Disabilities Act of 1990 and federal regulations promulgated thereunder.

d) **Environmental:** Environmental laws affecting Tenant's or its sublessees' operations on the Airport, or relating to any hazardous toxic substance, material or waste, which is or becomes regulated by any local, state, or federal governmental agency.

20.2 Amendment and Waiver. This Lease may be amended in writing as allowed by City Ordinance, except that Director shall have the authority to execute options allowed by this Lease, and to waive requirements and prohibitions by written addendum signed by the parties in order to address changes in circumstances which will benefit the parties, provided that such modifications are non-discriminatory, and do not compromise rents and fees provided herein, or represent a donation to Tenant for less than fair market value.

20.3 Contract Interpretation.

20.3.1 Non-Waiver. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice which may evolve between the parties in the administration of the terms of this Lease be construed to waive or lessen the right of either party to insist upon the performance of the other party in strict accordance with the terms of this Lease. Further, the waiver by either party of a breach by the other party or any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

20.3.2 Captions and Section Headings. The captions, section headings, and table of contents contained in this Lease are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Lease.

20.3.3 Entire Agreement. This Lease represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Lease incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Lease, and all such conditions, understandings and agreements have been merged into this Lease. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Lease.

20.3.4 Relationship of Contract Documents. All certificates, documents, exhibits, attachments, riders, and addenda attached and referred to in this Lease are hereby incorporated into this Lease by reference and made a part hereof as though set forth in full in this Lease, are intended to be complimentary, and any requirement of one contract document shall be as binding as if required by all.

20.3.5 Applicable Law. This Lease shall be governed by and construed and enforced in accordance with the laws, rules, and regulations of City, the State of New Mexico, and the federal government.

20.3.6 Subordination. Nothing in this Lease shall be construed or interpreted as limiting, relinquishing or waiving any rights of ownership enjoyed by City in the Airport, except as specifically provided in this Lease, or impairing, exercising or defining governmental rights and the police powers of City. This Lease is subject to and subordinate to any and all City Ordinances codified in the Revised Ordinances of City of Albuquerque, New Mexico, 1994, and the provisions of any agreements or deeds made between the City and the United States.

20.3.7 Relation to Other Tenants and Lessees. This Lease is separate and distinct from, and shall be construed separately from any other agreement between City and any other tenant or lessee at the Airport. The fact that such other agreement contains provisions which differ from those contained in this Lease shall have no bearing on the construction of this Lease.

20.3.8 No Partnership or Agency. Nothing contained in this Lease is intended, or shall be construed in any respect, to create or establish any relationship other than that of City and Tenant, and nothing herein shall be construed to establish any partnership, joint venture, or association between or among City and

Tenant, or any agency by or in favor of the other, or to make Tenant the general representative or agent of City for any purpose whatsoever.

20.3.9 No Exclusive Rights. Nothing herein contained shall be deemed to grant to Tenant any exclusive right or privilege within the meaning of FAA Advisory Circular 150/5190-6 or the most recent version thereof for the conduct of any activity on the Airport.

20.4 Construction Inconvenience. Tenant agrees that from time to time during the Term, the Aviation Department and/or City shall have the right to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair of the various buildings, infrastructure and facilities on the Airport ("Airport Construction"), including but not limited to terminal facilities, roadways, parking areas for aircraft and ground vehicles, runways, and taxiway areas. Tenant agrees that it shall not hold the Aviation Department or City, including its officers, agents, employees and representatives, liable for damages of any nature whatsoever, including all damages arising out of or caused by inconveniences and/or interruptions of its operations at the Airport, loss of business, and personal injury, including death, and property damage due to the Airport Construction, unless such damages are caused in whole or in part by the negligence or other fault of the Aviation Department or City or its officers, agents, employees and representatives. Tenant acknowledges receipt of adequate consideration by the City in support of this waiver.

20.5 Partial Taking. In the event a partial taking by any governmental authority occurs during the Term, then this Lease shall terminate as to the portion of the Premises so taken but shall continue in full force and effect as to the remainder of the Premises. In the event of a partial taking, City shall, promptly after City's receipt of the net proceeds paid as a result of such partial taking, make all such net proceeds available to Tenant in a manner reasonably acceptable to City, for the repair and restoration of its Leasehold Improvements. Tenant shall repair and restore all Leasehold Improvements affected by such partial taking so that the Premises are reasonably appropriate for the continued use and occupancy by Tenant. During the period of repair and restoration, Tenant's rents and fees shall be abated proportionately to the extent and during the time in which portions of the Premises are rendered untenable. Upon the completion of such repair and restoration, Tenant's rents and fees for the remainder of the Term, shall be proportionately adjusted to reflect the loss of the area of the Premises so taken.

20.6 Total Taking. In the event a total taking by any governmental authority occurs during the Term, then this Lease shall cease and terminate on the date that title vests in the governmental authority pursuant to such total taking. All proceeds paid as a result of such total taking shall be the sole property of City, provided however, that City shall reimburse Tenant for the remaining undepreciated portion of its Leasehold Improvements based upon a valid depreciation schedule. Tenant shall pay all rent and fees and other expenses through the date of such termination and shall promptly vacate the Premises immediately prior to the date on which title vests in such governmental authority pursuant to such total taking.

20.7 Non-liability of Agents and Employees. City shall not in any event be liable for any acts or omissions of Tenant or its sublessees, its agents, personnel, or independent contractors, or for any condition resulting from the operations or activities of Tenant or its sublessees, Tenant's agents, personnel, or independent contractors either to Tenant or to any other person.

20.8 Force Majeure. Except as expressly provided in this Lease, neither City nor Tenant shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations, other than payment of rents and fees hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of a public enemy, acts of terrorism or threatened acts of terrorism, weather conditions or the results of acts of nature, riots, rebellion, sabotage or other causes similar to those enumerated for which it is not responsible or which are not within its reasonable control.

20.9 Lease Subject to Aviation Priority. Tenant's and its sublessees' right to use the Premises for the purposes as set forth in this Lease shall be secondary to and subordinate to the operation of the Airport. Tenant acknowledges that due to the

location of the Premises at the Airport, there may be an impact to the use of the Premises as a result of the noise, vibrations, odors, vapors, fumes, smoke, dust, particulates and other interference caused by Airport operations. Tenant hereby waives any and all rights or remedies against City arising out of any noise, vibrations, odors, vapors, fumes, smoke, dust, particulates and other interference that is caused by the operation of the Airport. City specifically reserves for itself, and for the public, a right of flight for the passage of aircraft in and through the airspace above the surface of the Premises together with the right to cause in said airspace such noise, vibrations, odors, vapors, fumes, smoke, dust, particulates and other interference as may be inherent in the present and future operation of aircraft.

Tenant further acknowledges that its use of the Premises, in relation to the aviation priority as referenced in this subsection, is reserved upon and subject to certain conditions and restrictions including Tenant's and its sublessees' limitations: a) to cause electrical, electronic or other interference with radio, radar, microwave or other similar means of communications between the Airport and any aircraft; b) to adversely affect or impair the ability of operators of aircraft to distinguish between regularly installed air navigation lights and visual aids and other lights serving the Airport; or c) to cause glare in the eyes of operators of aircraft approaching or departing the Airport, or to impair visibility in the vicinity of the Airport, or to otherwise endanger the approaching, landing upon, taking off from, maneuvering about or operating of aircraft on, above and about the Airport; provided, however, that, notwithstanding any contrary provision contained above, Tenant and its sublessees shall be permitted to construct and maintain such improvements and to utilize all lighting, finishes and building materials as shall have been submitted to and approved by City.

20.10 Dispute Resolution, Remedies, and Forum Selection. Any dispute, cause of action, claim, suit, demand, or other case or controversy arising from or related to this Lease must first be submitted to a mediator mutually agreeable to the parties. If mediation is not successful, the matter shall be resolved by binding arbitration submitted to the American Arbitration Association. The parties will evenly share the cost of mediation and arbitration fees and expenses, and will pay their own attorney fees and costs, regardless of outcome. The provisions of this subsection shall survive the expiration or earlier termination of this Lease. All mediations and arbitrations must occur in the City of Albuquerque.

20.11 Ethics.

20.11.1 Conflict of Interest. Upon execution of this Lease, or within five (5) days following the acquisition of any interest in this Lease during the Term, Tenant shall disclose in writing to City whether any City Councilor, Albuquerque Airport Advisory Board member, officer or employee of City has or hereafter acquires any direct, indirect, legal, or beneficial interest in Tenant or in any contract, lease, or

agreement between City and Tenant, or in any franchise, concession, right, or privilege of any nature granted by City to Tenant in this Lease or otherwise.

20.11.2 Fair Dealing. Tenant covenants and warrants that the only entity interested in this Lease is named in this Lease and that no other person or firm has any interest in this Lease, and this Lease is entered into by Tenant without collusion on the part of Tenant with any person or firm, without fraud and in good faith. Tenant also covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the Term, will be offered or given by Tenant or any agent or representative of Tenant to any officer or employee of City with a view towards securing this Lease or for securing more favorable treatment with respect to making any determinations with respect to performing this Lease.

20.11.3 Board of Ethics and Campaign Practices. Tenant agrees to provide the Board with any records and/or information pertaining in any manner to this Lease whenever such records and/or information are within Tenant's custody, are germane to an investigation authorized by the Board, and are requested by the Board. Tenant further agrees to appear as a witness before the Board as required by the Board in hearings concerning ethics or campaign practices charges heard by the Board. If applicable, Tenant agrees to require that all subcontractors employed by Tenant for services performed for this Lease shall agree to comply with the provisions of this subsection. Tenant and its subcontractors shall not be compensated under this Lease for its time or any costs incurred in complying with this subsection.

20.12 Limitations on Obligations of Tenant.

a) Payment of facility rent by Tenant shall constitute currently appropriated expenditures of the School and may be paid from any legally available funds.

b) Tenant's obligations under this Lease shall be subject to Tenant's annual contingent right to terminate this Lease upon the occurrence of an Event of Non-appropriation, or upon non-renewal or revocation of the School's charter.

An Event of Non-appropriation shall be deemed to have occurred on June 30 of any fiscal year if the State Legislature has, by such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all facility rent scheduled to be paid and all facility rent estimated to be payable in the next ensuing fiscal year.

In the event Tenant exercises its annual contingent right to terminate this Lease pursuant to this subsection effective on June 30 of any fiscal year, Tenant shall give written notice to such effect to City not later than April 1 of such fiscal year; provided,

however, that a failure to give such notice shall not prevent Tenant from terminating this Lease, or result in any liability on the part of Tenant.

c) No provision of this Lease shall be construed or interpreted (i) to directly or indirectly obligate the School to make any payment in any fiscal year in excess of amounts appropriated for such fiscal year; (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the School within the meaning of Article IX, Section 11 of the New Mexico Constitution or any other constitutional or statutory limitation or provision; (iii) as a delegation of powers by the School; (iv) as a loan or pledge of the credit or faith of the School or as creating any responsibility by the School for any debt or liability of any person, company or corporation within the meaning of Article IX, Section 11 of the New Mexico Constitution; or (v) as a donation or grant by the School to, or in aid of, any person, company or corporation within the meaning of Article IX, Section 14 of the New Mexico Constitution. Notwithstanding the above, failure of Tenant to meet its payment obligations herein shall constitute an Event of Default requiring termination of the Lease and surrender of the Premises.

d) No provision of this Lease shall be construed to pledge or to create a lien on any class or source of moneys of the School other than those funds appropriated by the State Legislature for use to pay facility rent, nor shall any provision of this Lease restrict the future issuance of any obligations of the School, payable from any class or source of moneys of the School.

20.13 Notices, Consents, and Approvals. All notices, consents, and approvals required by this Lease shall be in writing and shall be given by registered or certified mail by depositing the same in the U.S. mail in the continental United States, postage prepaid, return receipt requested, or by personal delivery, or by facsimile transmission to the "FAX" number given below, provided that the completed transmission is electronically verified.

Either party shall have the right, by giving written notice to the other, to change the address and/or FAX number at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

City:	Director of Aviation Albuquerque International Sunport
Certified Mail:	PO Box 9948 Albuquerque, NM 87119-1048
Personal Delivery:	2200 Sunport Blvd. SE - 3rd Floor Albuquerque, NM 87106
Telephone:	(505) 244-7700
FAX Transmission:	(505) 842-4278

Tenant: Southwest Aeronautics, Mathematics, and Science Academy
Tenant Official: D. Scott Glasrud, PhD
Title: Head Administrator
Certified Mail and Personal Delivery: 10301 Candelaria Rd., NE
Albuquerque, NM 87112-1504
Telephone: (505) 296-7677
FAX Transmission: (505) 296-0510

If notice, consent, or approval is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

The effective date of such notice, consent, or approval shall be the date of the receipt as shown by the U.S. Postal Service Return Receipt, or the date personal delivery is certified, or the date of electronic verification of the facsimile transmission.

20.14 Severability. In the event any covenant, condition or provision herein is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such covenant, condition or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provisions of this Lease shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either City or Tenant in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

20.15 Savings. City and Tenant acknowledge that they have thoroughly read this Lease, including all exhibits hereto, and have sought and received whatever competent advice and counsel that was necessary for them to form a full and complete understanding of all rights and obligations herein. City and Tenant further acknowledge that this Lease is the result of extensive negotiations between them and that this Lease shall not be construed against either party by reason of that party's preparation of all or part of this Lease.

20.16 Administration of Lease. The Director of Aviation of the City of Albuquerque or his authorized representative shall administer this Lease for the City of Albuquerque.

20.17 Approval of Lease. This Lease shall not become effective or binding until approved by the Albuquerque City Council and signed by the City of Albuquerque's Chief Administrative Officer.

IN WITNESS WHEREOF, City has caused this Lease to be executed by its Chief Administrative Officer, and Tenant has caused the same to be executed by its appropriate and authorized officer.

City of Albuquerque:

By:  Date: 2/9/12
Robert J. Perry
Chief Administrative Officer

Recommended:

By:  Date: 11-21-11
 **James D. Hinde, CM.**
Director of Aviation

Tenant: Southwest Aeronautics, Mathematics, and Science Academy

By:  Date: 10/26/11
D. Scott Glasrud, PhD
Head Administrator

Exhibit A

Airport

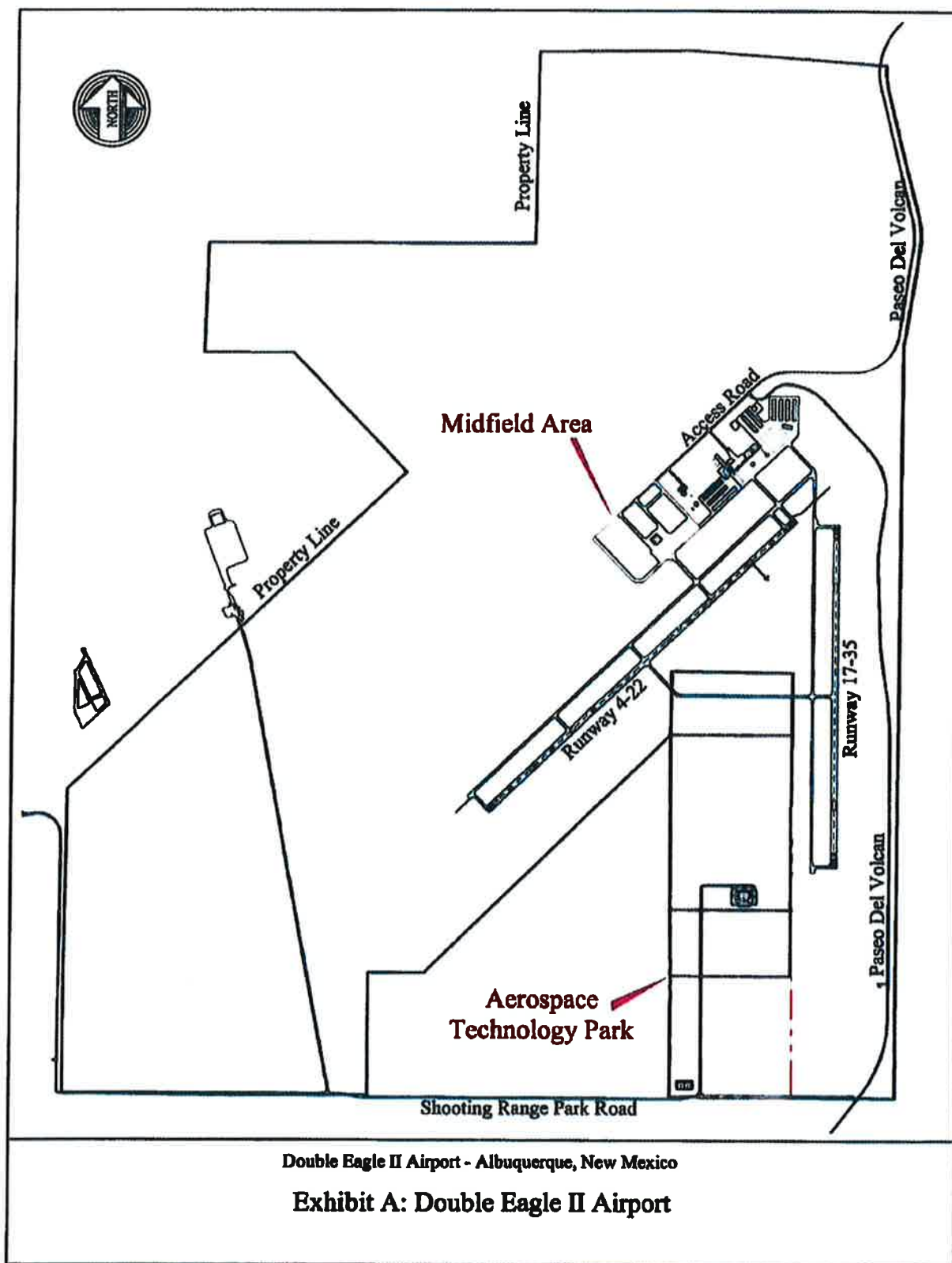


Exhibit B

Premises

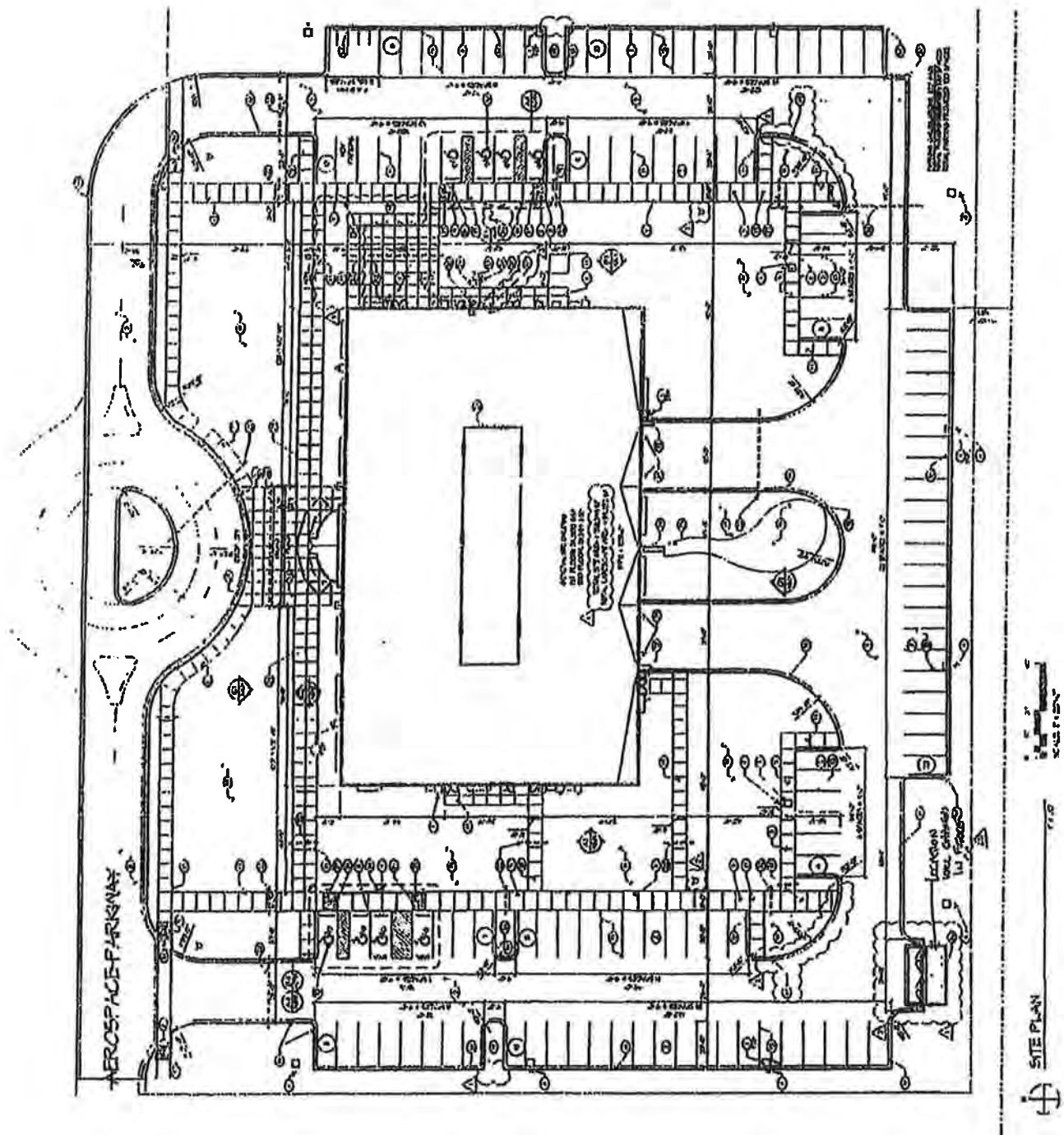


Exhibit B
Premises

Exhibit C

Performance Bond and Letter of Credit Formats

Performance Bond
(sample format)

Bond No. _____

Know All Men By These Present, that we _____, as Principal, and _____, as Surety, are held and firmly bound unto the **City of Albuquerque, New Mexico**, in the penal sum of _____ **Dollars (\$_____)**, lawful money of the United States, to the payment of which well and truly to be made we bind ourselves and our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the above bonded Principal has signed an Aerospace Technology Park Facility Lease and Agreement ("Lease") with the City of Albuquerque, dated _____.

Now, Therefore, the condition of this obligation is such that, if the above bonded Principal shall faithfully perform each and every provision of the Lease, then this obligation shall be void; otherwise, to remain in full force and effect.

This Performance Bond is to remain in force and to be binding upon Surety for a period of _____ year(s) from the date hereof, but may be continued from year to year by delivery of Continuation Certificate signed by Attorney-In-Fact and under seal of said Surety. City of Albuquerque is allowed to make a partial draw on this Bond, pursuant to Section ___ of the above-referenced Lease. Further, this Performance Bond shall remain in full force and effect for a period of sixty (60) days following termination or cancellation of the above-referenced Lease. The Surety shall have the right to terminate their liability upon giving the City of Albuquerque thirty (30) days notice by registered mail of its intention to so terminate, but said Surety shall remain liable for all sums due under the provision of this Bond up to and including the effective date of such termination and liability.

In Witness Whereof, the Principal and Surety have hereunto set their Bonds and seals this _____ day of _____, _____.

Attest: _____ **Principal**

By: _____
Title: _____

Attest: _____ **Surety**

By: _____
Title: _____

Performance Bond
(sample format)
Page Two

STATE OF _____)
COUNTY OF _____) ss.

I, _____, a Notary Public in and for the State and County
aforesaid, do hereby certify that _____ of the
_____ who is personally known to me, appeared before me this day and
acknowledged that he/she signed, sealed and delivered the foregoing instrument as his/her free and
voluntary act as _____ of the _____, for
the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, _____.

Notary Public

My Commission Expires:

Irrevocable Letter Of Credit
(sample format)

Letter of Credit No. _____

Date: _____

Amount: \$ _____

City of Albuquerque
Aviation Department
Albuquerque International Sunport
PO Box 9948
Albuquerque, NM 87119-1048

We hereby establish an Irrevocable Letter of Credit in your favor in the amount of _____ Dollars (\$ _____) for the account of _____ (name of Tenant) available by your draft at sight when accompanied by:

A certificate signed by the Director of Aviation of the City of Albuquerque to the effect that _____ (name of Tenant) has failed to perform the terms, covenants and conditions to be performed as required by the Aerospace Technology Park Facility Lease and Agreement ("Lease") dated _____.

This Letter of Credit shall remain in full force and effect for a period of sixty (60) days following termination or cancellation of the Lease.

Drafts under this credit must bear upon their face the words:

Drawn under _____ Bank
Letter of Credit No. _____ Dated _____.

We hereby agree with drawers, endorsers and bona fide holders of drafts negotiated under and in compliance with the terms of this credit that the same will be duly honored upon presentation to Drawee if drawn and negotiated on or before _____.

This credit is subject to the "Uniform Customs and Practice for Documentary Credits" as established by the International Chamber of Commerce, and such revisions thereof as are in effect as of the date of issuance.

[name of bank]

By: _____
Authorized Signature

Exhibit D
Insurance and Indemnification

Exhibit D
Double Eagle II Airport
Aerospace Technology Park Facility
Lease and Agreement

Insurance and Indemnification

INSURANCE REQUIREMENTS:

General. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico. Copies of any or all policies of insurance for the insurance coverage required in this Exhibit D are available upon request of the City of Albuquerque Aviation Department. Policies of insurance shall be procured for all insurance required herein and coverage limits of such policies of insurance shall not be reduced or replaced in part or in whole by self-insurance, including self-insurance retention amounts, except as provided hereinafter.

If the Tenant sublets, or assigns or otherwise transfers any interest in any part of its Aerospace Technology Park Facility Lease and Agreement ("Lease"), pursuant to the terms of its Lease, the Tenant shall include all transferees in the Tenant's insurance policies or require such transferees to secure insurance to cover all hazards arising from the transferee's use of the Airport.

The Tenant shall not violate the terms or conditions of insurance policies required to be furnished by the Tenant.

The Tenant shall furnish the City of Albuquerque Aviation Department with certificates of insurance by sending the certificates to the Director of Aviation, City of Albuquerque Aviation Department, PO Box 9948, Albuquerque, New Mexico 87119. All insurance certificates shall provide that thirty (30) days written notice (ten (10) days in the event of non-payment of premiums, or seven (7) days as respects to war-related perils coverage, or such lesser period as may be customarily available), be given to the Director of Aviation before a policy is canceled, materially changed, or not renewed. The form of certificates of insurance shall be substantially the same as the insurance certificate format attached hereto. Documents establishing the continuation or replacement of insurance shall be delivered to the City of Albuquerque Aviation Department no less than fifteen (15) days prior to the continuation or replacement of the insurance coverage.

Additional Insured. With respect to all insurance coverages required, other than Workers' Compensation, the City of Albuquerque must be named as additional insured. All coverages afforded shall be primary with respect to operations provided.

Approval of Insurance. Even though a "notice to proceed" may have been given, neither the Tenant nor any contractors, assignees or other transferees of the Tenant shall begin any operations pursuant to its Lease until the required insurance has been obtained and proper certificates of insurance delivered to the Director of Aviation. Neither approval nor failure to disapprove the insurance coverage by the City of Albuquerque Aviation Department shall relieve the Tenant or any transferees of full responsibility to maintain the required insurance in full force and effect.

Increased Limits. Upon thirty (30) days written notice, the City of Albuquerque Aviation Department shall be entitled to require the Tenant to increase the limits of any insurance required herein to an amount equal to such increase in the Tort Claim Act maximum limits of liability.

Exhibit D
Double Eagle II Airport
Aerospace Technology Park Facility Lease and Agreement
Insurance and Indemnification
Page 2 of 5

Self-Insurance Retention/Deductibles. In the event any of the insurance policies required in the Lease, except as allowed by New Mexico law regarding Workers' Compensation, contain a self-insurance retention provision, whether or not in the form of a deductible, for each such amount, the Tenant shall provide suitable written evidence of the Tenant's financial capability to fund any applicable self-insured retention.

Types of Required Insurance:

-Commercial General Liability. The Tenant shall procure and maintain policies of insurance for comprehensive general liability, as further described below. All such policies of insurance shall have liability limits in amounts not less than **One Million and 00/100 Dollars (\$1,000,000.00)** single limit liability for bodily injury, including death, and property damage in any one occurrence.

The insurance policies shall contain "products" and "completed operations" coverage, if applicable, and shall not be written on a "claims made" form. The insurance policies shall include coverage for all use of and activities on the Airport, all operations performed for the City by the Tenant, and contractual liability coverage shall specifically insure the Indemnification Requirements herein.

The City of Albuquerque Aviation Department reserves the right to review and modify the limits stated above at one (1) year intervals to give effect to the changing risk management environment and inflationary trends.

-Automobile Liability. The Tenant shall procure and maintain policies of insurance for automobile liability for all vehicles used in or about the premises, as further described below. All such policies of insurance shall have liability limits in amounts not less than **One Million and 00/100 Dollars (\$1,000,000.00)** combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Contractual liability coverage shall specifically insure the Indemnification Requirements herein. The insurance policies shall not be written on a "claims made" form. The insurance policies shall include coverage for the use of all owned, non-owned, hired automobiles, vehicles, and other equipment, both on and off work.

The City of Albuquerque Aviation Department reserves the right to review and modify the limits stated above at one (1) year intervals to give effect to the changing risk management environment and inflationary trends.

-All Risk Property Insurance. The Tenant shall obtain insurance policies that provide all risk property coverage in an amount not less than one hundred percent (100%) of the insurable value of the Premises.

-Tenant-Owned Property Insurance. The Tenant shall be solely responsible for obtaining insurance policies that provide coverage for losses of Tenant-owned property. The City of Albuquerque shall not be required to provide such insurance coverage or be responsible for payment of the Tenant's cost for such insurance.

-Workers' Compensation Insurance. The Tenant shall comply with the provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. The Tenant shall procure and maintain during the term of its Lease, complete Workers' and Employer's Liability Insurance in accordance with New Mexico laws and regulations. Such insurance shall include coverage permitted under Section 52-1-10, NMSA 1978, for safety devices. With respect to Workers' Compensation Insurance, if the Tenant elects to be self-insured, the Tenant shall comply with the applicable requirements of law. If any portion of the work is to be assigned, the Tenant shall require the assignees similarly to provide such coverage, or qualify as a self-insured, for all the latter's employees to be engaged in such work. The Tenant hereby covenants and agrees that the City of Albuquerque, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Tenant's failure to comply with the provisions of this paragraph and that the indemnification provision of its Lease shall apply to this paragraph. It is expressly agreed that the employees of the Tenant are not City of Albuquerque employees for any purpose.

INDEMNIFICATION REQUIREMENTS:

Indemnification Agreement. The Tenant covenants that it and all of its agents and personnel will use due care and diligence in all of its or their activities and operations at the Airport.

General Indemnification. The Tenant agrees to defend, indemnify and hold harmless the City of Albuquerque and its officers and employees from and against all suits, actions, claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses, including but not limited to consultants' fees, reasonable fees of attorneys, court costs and litigation expenses, of whatever kind or nature, known or unknown, contingent or otherwise, brought against the City of Albuquerque because of any injury, including death at any time resulting from bodily injury, damages for care and loss of services, or damage received or sustained by any person, persons or property arising out of or resulting from any negligence, act, or omission of the Tenant, its agents or its personnel arising out of the operations or the Tenant's performance, purported performance, or non-performance of its Lease or the Tenant's activities at the Airport, including without limitation any claim relating to any obstacle free areas, taxi lanes, taxiways or any other aircraft movement areas.

Environmental Harm Indemnification. Without limiting any provisions of its Lease, the Tenant shall defend, indemnify and hold the City of Albuquerque and its officers and employees harmless from and against all suits, actions, claims, demands, penalties, fines, liabilities, damages, costs and expenses of whatever kind or nature, known or unknown, contingent or otherwise, brought against the City of Albuquerque arising out of or in any way related to: a) any actual or alleged contamination by Hazardous Substances of the Airport by the Tenant, its employees, or its agents; b) the presence, disposal, or release of Hazardous Substances by the Tenant, its employees, or its agents at the Airport that is on, from or affects the soil, air, water, vegetation, buildings, personal property, persons, animals or otherwise; c) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to the use of Hazardous Substances by the Tenant at the Airport; d) any violation by Tenant of any Environmental Laws.

Exhibit D
Double Eagle II Airport
Aerospace Technology Park Facility Lease and Agreement
Insurance and Indemnification
Page 4 of 5

Costs. As used in this Indemnification Agreement, costs shall include but not be limited to: a) all claims of third parties, including government agencies for damages, response costs or other relief; and b) the cost, expense or loss to the City of Albuquerque of any Injunctive relief, including preliminary or temporary Injunctive relief applicable to the City of Albuquerque; and c) all expenses of evaluation, testing analysis related to Hazardous Substances including fees of attorneys, engineers, consultants, paralegals and experts; and d) all expenses of reporting the existence of Hazardous Substances to any agency of the State of New Mexico or the United States, as required by applicable Environmental Laws; and e) any and all expenses or obligations including attorneys' and paralegal fees incurred at, before or following any trial or appeal therefrom, or any administrative proceeding or appeal therefrom, whether or not taxable as costs, including without limitation, attorneys' and paralegal fees, witness fees, expert or otherwise, deposition costs, copying and telephone charges and other expenses; and f) any damages, costs, liabilities and expenses which are claimed to be owed by any federal or state agency.

Limitations. The Tenant shall not in any event be required to indemnify or hold harmless City pursuant to these indemnification provisions with respect to any bodily injury, death, or injury to or destruction of property which is not caused by or does not arise out of the acts or omissions of the Tenant or its officers, employees, or agents, including environmental harm which results from the presence or discovery of any pre-existing Hazardous Substances at the Airport.

Scope of Indemnification. With respect to any claims, actions, suits, damages or judgments caused by or resulting from any negligence, act, or omission of the Tenant, its agents, or personnel, the Tenant shall a) investigate or cause the investigation of accidents involving such injuries; and b) negotiate or cause to be negotiated settlement of all claims made as may be deemed expedient by the Tenant, and defend, or cause to be defended, suits for damages, even if groundless, false or fraudulent, brought on account of such injuries or damages against the City of Albuquerque; and c) pay and satisfy judgments finally establishing the liability of the City of Albuquerque in all actions defended by the Tenant pursuant to these Indemnification provisions; and d) pay, or cause to be paid: (1) all costs taxed against the City of Albuquerque in any legal proceeding defended or caused to be defended by the Tenant as aforesaid; (2) any interest accruing up to the date of payment by the Tenant; (3) all premiums charged upon appeal bonds required in such proceedings; and (4) all expenses incurred by the City of Albuquerque for investigation, negotiation, and defense, including but not limited to expert witnesses and attorneys fees incurred, should the Tenant fail to provide the defense and indemnification required herein.

Notice. The City of Albuquerque shall, promptly upon receipt of a notice of claim, give the Tenant every demand, notice, summons, or other process received in any claim or legal proceeding contemplated therein. In the event the City of Albuquerque shall fail to give the Tenant notice of any such demand, notice, summons, or other process received by the City of Albuquerque and such failure to give notice results in prejudice to the Tenant in the defense of any action or legal proceeding contemplated herein, such failure or delay shall release the Tenant of its liability pursuant to this paragraph insofar as only the particular claim or legal proceeding is concerned, and only to the extent of such prejudice. Nothing in this paragraph shall be deemed a change or modification in any manner whatsoever of the method or condition of preserving, asserting, or enforcing any claim or legal liability against the City of Albuquerque. This paragraph shall not be construed as a waiver of the City of Albuquerque's immunity. The provisions of this

Exhibit D
Double Eagle II Airport
Aerospace Technology Park Facility Lease and Agreement
Insurance and Indemnification
Page 5 of 5

paragraph shall not be construed to prohibit the Tenant from seeking contribution or indemnity from any third party that may have caused or contributed to the event for which the Tenant indemnified the City of Albuquerque.

Period of Indemnification. The Tenant's obligations and liabilities under this indemnification provision shall survive the expiration or earlier termination of its Lease.

Double Eagle II Airport
First Amendment
Aerospace Technology Park
Facility Lease and Agreement

Southwest Aeronautics, Mathematics, and Science Academy

This First Amendment to the Aerospace Technology Park Facility Lease and Agreement ("First Amendment") is made and entered into by and between the City of Albuquerque, a New Mexico municipal corporation ("City") and Southwest Aeronautics, Mathematics, and Science Academy ("School"), a state-chartered public school organized and existing under the laws of the state of New Mexico ("Tenant").

In consideration of the rights, privileges, and mutual obligations contained in this First Amendment, City and Tenant agree as follows:

Section 1. Recitals.

1.1 This First Amendment exercises Tenant's option pursuant to the Aerospace Technology Park Facility Lease and Agreement entered into between City and Tenant on February 9, 2012 ("Agreement"); and

1.2 Tenant desires to exercise its option to expand its Premises pursuant to subsection 3.1.(b) of the Agreement, and to lease from City approximately one hundred eighty-five thousand one hundred eleven (185,111) square feet of land located adjacent to the western boundary of its Premises for use as an athletic field as depicted in **Exhibit A**, attached hereto and incorporated herein, and City is willing to grant such option; and

1.3 The parties have the right and power to enter into this First Amendment.

Section 2. Option Area Rent. Pursuant to subsection 6.3 Option Areas Rent, of the Agreement, commencing on **April 1, 2014**, Tenant agrees to pay City, in advance without invoice, on the first day of each calendar month, as consideration for the use of the Option Area, **Three Thousand Eighty-five and 18/100 Dollars (\$3,085.18) per month.** Rent is based on a rate of twenty cents (\$.20) per square foot per year

during the Initial Term and the first Renewal Period, if applicable, and at a rate of thirty cents (\$.30) per square foot per year during the second Renewal Period, if applicable.

Section 3. Commencement Date of First Amendment. This First Amendment shall commence on April 1, 2014, and shall be coterminous with the Agreement.

Section 4. Effect of First Amendment. This First Amendment is incorporated into, and shall be subject to, the terms and conditions of the Agreement. Except as expressly stated in this First Amendment, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Section 5. Approval of First Amendment. This First Amendment shall not become effective or binding until signed by City's Director of Aviation pursuant to subsection 20.2 of the Agreement.

IN WITNESS WHEREOF, City has caused this First Amendment to be executed by its Director of Aviation, and Tenant has caused the same to be executed by its appropriate and authorized officer.

City of Albuquerque:

By:


James D. Hinde, C.M.
Director of Aviation

Date:

3-10-14

Tenant: Southwest Aeronautics, Mathematics, and Science Academy

By:


D. Scott Glasrud, PhD
Head Administrator

Date:

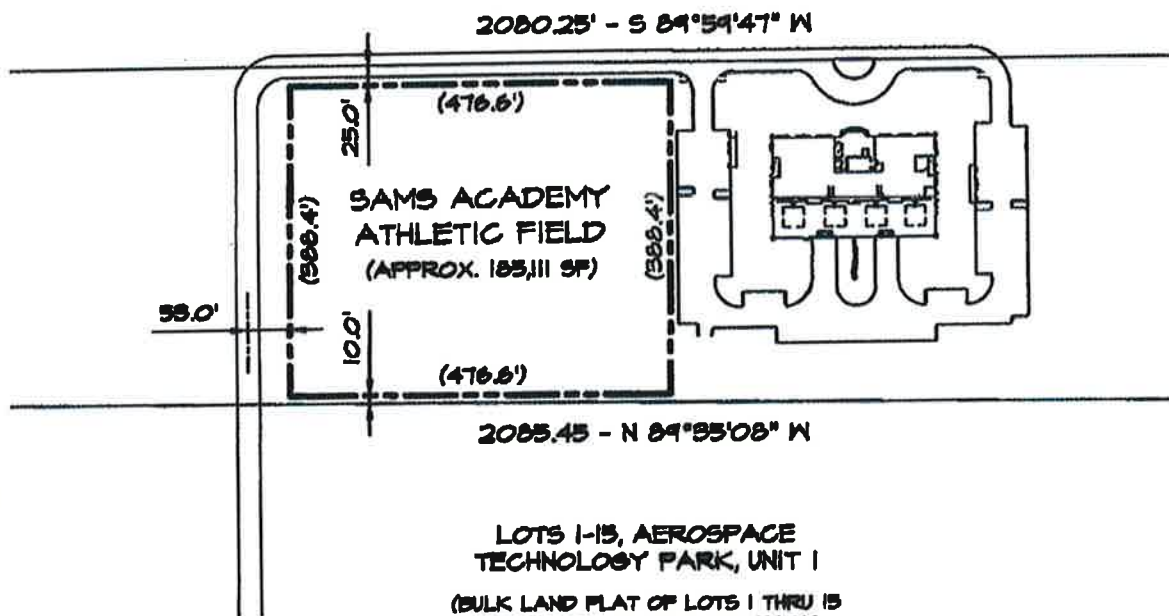
3/10/2014

**Exhibit A
Athletic Field**



0 40' 100' 200'

TRACT D-1-A-1-A



LOTS 1-15, AEROSPACE
TECHNOLOGY PARK, UNIT I
(BULK LAND PLAT OF LOTS 1 THRU 15
AEROSPACE TECHNOLOGY PARK,
UNIT I)

Double Eagle II Airport - Albuquerque, New Mexico

EXHIBIT A

Athletic Field - A portion of Tract D-1-A-1-B

**Albuquerque International Sunport
Request for Shared Tenant Services**

Southwest Aeronautics, Mathematics, and Science Academy (SAMS)

This Request for Shared Tenant Services ("Request") is made by Southwest Aeronautics, Mathematics, and Science Academy (SAMS) ("Tenant"), pursuant to section 6.4.3 of the Aerospace Technology Park Facility Lease and Agreement ("Agreement") between the City of Albuquerque and Tenant. Pursuant to the specific terms of this Request, the City of Albuquerque Aviation Department ("Aviation") shall provide Tenant with those Shared Tenant Services ("Services") as indicated on Appendix A – Consolidated Data Services Order Form, and as described in Appendix B – Description of Services and Aviation Cabling Standards.

Section 1. Responsibilities of Aviation and Tenant.

1.1 Aviation. Implementation and operation of the Services shall be administered by the Aviation Information Technology ("IT") staff, and shall include the following:

- a) Initiate a Tenant Service Order ("Service Order") to provide and install access to Local Exchange Carriers and Internet Service Providers.
- b) Provide all network switching hardware to deliver the Services, including a patch panel with sufficient Cat-5e or better patch positions to enable Tenant to connect its cables to the Services within the nearest Aviation IDF.
- c) If in-room Point of Presence option is chosen, provide structured wiring enclosures with sufficient Cat-5e or better patch positions to Tenant space.
- d) If requested by Tenant, provide Network Address Translation ("NAT") to the static address supplied by Aviation.
- e) Testing of system from the Cat-5e or better jack to the Primary Network Router and to the internet.
- f) Accept first level trouble calls for the Services.
- g) Maintain and repair Aviation network switches, cabling and internet access, which are required to deliver the Services.

Aviation shall retain ownership to all of its equipment used to provide the Services required pursuant to this Request.

1.2 Tenant. In accordance with the terms of this Request, Tenant shall have the following implementation responsibilities:

- a) In accordance with Appendix B – Aviation Cabling Standards, provide and install Cat-5e or better cabling from an Aviation-provided patch panel to a Cat-5e or better data jack in the designated equipment location within Tenant's space.

b) Provide antivirus, identity protection, anti-spam and other internet security measures for workstations. If Tenant does not implement such measures, calls to the Aviation Help Desk, which are determined to be caused by Tenant's failure to employ adequate protections, will be billable.

c) For all workstations connected to a Dedicated Internet Access Port ("DIAP"), Tenant must provide network switching with Dynamic Host Configuration Protocol ("DHCP") in a private address range and network firewall and security/authentication policies and enforcement.

d) If required, furnish and install additional cabling between Tenant's equipment location and the Aviation network demarcation point.

e) Maintain and repair its workstations and provide all appropriate network security safeguards.

In addition to the above, Tenant shall provide Aviation with immediate access, 24 hours per day, 365 days per year, to any Aviation equipment located within the Tenant space.

Section 2. Tenant's Cost of the Services. Tenant's cost of the requested Services is shown in Appendix A - Consolidated Data Services Order Form, and shall remain unchanged throughout the term of commitment for those Services. Aviation reserves the right to change the cost of any service not selected by Tenant pursuant to this Request, and additional charges may be assessed to Tenant pursuant to the provisions of subsection 4.2 below.

Section 3. Term of Commitment. The term of commitment ("Term") for Tenant's Services shall commence on the date Aviation makes the requested Services available to Tenant ("Service Date"), regardless of whether Tenant actually makes beneficial use of the Services, and shall end two (2) years from such date. The Service Date and Term for the Services is shown in Appendix A - Consolidated Data Services Order Form. Aviation shall not be held liable for any damages due to a delay in delivery of the Services.

Section 4. Payment Provisions.

4.1 Monthly Fees and Usage Charges. The Services are invoiced in advance on a monthly recurring charge basis commencing with the Service Date, with usage charges, if applicable, invoiced in arrears. Any installation or other non-recurring charges, which are non-refundable, will appear on the first monthly invoice.

4.2 Miscellaneous Charges.

a) **Cancellation of Service Order.** Tenant may cancel its Service Order if the request is received in writing by Aviation prior to the planned installation date, and Aviation shall have the right to assess a cancellation charge equal to the cost of Services for a one (1) month period. If the request to cancel is received after installation has begun, Tenant must pay a cancellation charge equal to the monthly recurring cost of Services for a three (3) month period.

b) **Modification of Service Order.** Tenant may request, in writing, modification of its Service Order to add, change or delete a particular Service, however such request may result in a modification charge of Seventy-five and 00/100 Dollars (\$75.00). Further, if Aviation receives a written modification request to delay the installation less than three (3) days prior to the planned installation date, Tenant must pay, in addition to the modification charge, a delay in the Service charge equal to the lessor

of the monthly recurring charge for the Service for one (1) month, or the period from the original planned installation date to the requested installation date. Aviation reserves the right to limit the number of requests to delay the planned installation date.

c) **Expedited Service Order.** Tenant may request, in writing, an expedited date for installation of its Services. If Aviation accepts the expedited installation date request, Tenant must pay an expedite charge of One Hundred Fifty and 00/100 Dollars (\$150.00).

d) **Early Termination.** Tenant may request to cancel its Services and terminate this Request at any time after the first six (6) months following the Service Date with payment of an Early Termination Charge. The Early Termination Charge shall be equal to Two hundred Fifty and 00/100 Dollars (\$250.00) for each remaining month of this Request.

4.3 Place of Payment. Tenant shall mail payments to the following address: City of Albuquerque, Aviation Department, PO Box 9948, Albuquerque, NM 87119-1048. Payment shall be made to the order of the "City of Albuquerque."

4.4 Late Payment Fee. Payment for all amounts due under this Request must be received by Aviation on or before the due date specified on the invoice ("Due Date"). Any payment or portion thereof not received by the Due Date is subject to an interest charge on the unpaid amount of one and one-half percent (1½%) per month (eighteen [18%] annually). In addition, Tenant shall pay an administrative fee to Aviation of Fifty and 00/100 Dollars (\$50.00) if Aviation sends Tenant a late payment notice.

Section 5. Suspension of Services.

5.1 Suspension with Notice. Aviation may suspend all Services associated with a delinquent account upon ten (10) days written notice for Tenant's failure to pay amounts due under this Request, which remain uncured at the end of notice period.

5.2 Suspension without Notice. Aviation reserves the right at any time to suspend Tenant's Services without notice if: i) it becomes necessary to protect Aviation's network, ii) Aviation has reasonable evidence of Tenant's illegal, improper or unauthorized use of any Service, or iii) required by legal or regulatory authority.

5.3 Post-Suspension. If, following suspension of Tenant's Services, Tenant requests in writing to have such Services restored by Aviation, Tenant must first pay all past due amounts, a Twenty-five and 00/100 Dollar (\$25.00) re-connection charge and a deposit equal to two (2) months' recurring charges.

Any suspension of Services shall not relieve Tenant of any liability incurred prior to such suspension and Aviation retains the right to pursue all available legal remedies for collection of delinquent payments.

Section 6. Termination of the Services.

6.1 Aviation. Tenant acknowledges that Aviation shall have the right to terminate the Services based on any of the following events:

a) Tenant's failure to pay fees and charges following notification by Aviation pursuant to subsection 5.1 above; or

b) Tenant's illegal, improper or unauthorized use of the Services; or

c) Tenant's failure to provide appropriate network security safeguards adequate to protect the Aviation Network.

6.2 Tenant. Tenant may terminate this Request for Services upon thirty (30) days prior written notice to Aviation, without incurring Early Termination Charges, if Aviation fails to provide the requested Services and such failure remains uncured at the end of the notice period.

Section 7. Assignment. Tenant may not assign the Services requested herein.

Section 8. Contact Information.

8.1 Aviation: For questions, additional information or the Aviation Help Desk, please contact: Aviation IT at (505) 244-7794 or email at aviationit@cabq.gov.

8.2 Tenant:

Company Official	Al Baysinger, Interim Head Administrator
Company Name	Southwest Aeronautics, Mathematics, and Science Academy
Mailing Address	1301 Candelaria Rd., NE Albuquerque, NM 87112
Office Phone	(505) 296-7677
FAX Number	(505) 296-0510
Email Address	abaysinger@sslc-nm.com

Section 9. General Conditions.

9.1 Compliance, Care and Control in Use of Aviation Property. Except as otherwise provided herein, the terms and conditions of the Agreement shall apply to Tenant's use of the Services provided pursuant to this Request, and Tenant shall at all times comply with all applicable terms and conditions of the Agreement.

9.2 Indemnification. Tenant shall indemnify, defend and hold Aviation harmless from all losses or damages arising from Tenant's violation of third party intellectual property rights, all claims of any kind by Tenant's end users, or any act or omission of Tenant associated with any Services, or because of bodily injury, property damage, or personal or advertising injury arising out of any act, error, or omission of Tenant, its agents or its employees with respect to the Services.

9.3 Limitation of Liability. Except as provided in subsection 9.2 above, neither Party is liable to the other for indirect, consequential, special, incidental, or punitive damages of any kind or nature whatsoever (including without limitation lost profits, lost revenues, lost savings, lost opportunity or harm to business), whether or not foreseeable, whether or not the Party had or should have had any knowledge, actual or constructive, that such damages might be incurred, and regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose. Indirect damages include, but are not limited to, damages of the kinds specified in the preceding sentence that are incurred by a third party and are asserted against a Party (including attorneys' fees and expenses). Aviation has no liability for the content of information that Tenant passes through Aviation's Network, Tenant's transmission errors, or any failure to establish connections outside of the Aviation Network.

9.4 Dispute Resolution, Remedies, and Forum Selection. Any dispute, cause of action, claim, suit, demand, or other case or controversy arising from or related to this Request and/or the

Services provided must first be submitted to a mediator mutually agreeable to the parties. If mediation is not successful, the matter shall be resolved by binding arbitration submitted to the American Arbitration Association. The parties will evenly share the cost of mediation and arbitration fees and expenses, and will pay their own attorney fees and costs, regardless of outcome. The provisions of this subsection 9.4 shall survive the expiration or earlier termination of this Request. All mediations and arbitrations must occur in the City of Albuquerque. This subsection 9.4 does not alter, waive, or affect the application of any provision of the New Mexico Tort Claims Act.

9.5 No Partnership or Agency. Nothing contained in this Request is intended, or shall be construed in any respect, to create or establish any relationship other than that of Aviation and Tenant, and nothing herein shall be construed to establish any partnership, joint venture, or association between or among Aviation and Tenant, or any agency by or in favor of the other, or to make Tenant the general representative or agent of Aviation for any purpose whatsoever.

IN WITNESS WHEREOF, Tenant has caused this Request to be executed by its appropriate and authorized officer.

**Tenant: Southwest Aeronautics, Mathematics,
and Science Academy (SAMS)**

By:

Al Baysinger
Al Baysinger
Interim Head Administrator

Date:

11/3/14

{Intentionally Left Blank}

Lessee:	S.A.M.S.
Contact	Rhonda Joyce
Phone	(505) 296-7677 x106
2 year commitment	
Services Available	Monthly One-time
Dedicated 1Mbps ISP Port - ABQ	\$ 200.00 \$ 200.00
Additional 1Mbps throughput	\$ 100.00 \$ 50.00
Dedicated 1Mbps ISP Port - DE-II	\$ 290.00 \$ 200.00
Additional 1Mbps throughput	\$ 150.00 \$ 50.00
VLAN Port - Closed User Group	\$ 55.00 \$ 50.00
VLAN Port with Shared Internet A	\$ 80.00 \$ 50.00
Phone Service - Basic Phone with	\$ 42.95 \$ 50.00
Phone Service - Enhanced Phone	\$ 49.95 \$ 50.00
Phone Service - Ruggedized	\$ 42.95 \$ 50.00
Phone Service - Analog Port	\$ 42.95 \$ 50.00
Auto-Attendant Capability	\$ 25.00 \$ 100.00
Virtual Fax Machine	\$ 19.00 \$ 25.00
Dark fiber pair (if available)	\$ 150.00 \$ 200.00
Static IP Address	\$ 50.00 \$ 50.00
Long Distance Minutes	\$ 0.035 \$ -
In-Suite point-of-presence	\$ 65.00 \$ 1,500.00

Agreement Date 11/1/2014
Discount Level Attained 20%

updated pricing as of: 05/10/2017

Services Selected	Service Start Date	Quantity	Unit Price		Extended Installation	Monthly	Location of Service within SunPort
			Installation	Monthly			
Dedicated 1Mbps ISP Port - DE-II	10/1/2014	1	\$ 200.00	\$ 290.00	\$ 200.00	\$ 290.00	dedicated isp port
Additional 1Mbps throughput - DE-	10/1/2014	29	\$ 50.00	\$ 150.00	\$ 1,450.00	\$ 4,350.00	additional isp ports
Static IP Address	10/1/2014	10	\$ 50.00	\$ 50.00	\$ 500.00	\$ 500.00	
			\$ -	\$ -	\$ -	\$ -	
			Total Price		\$ 2,150.00	\$ 5,140.00	
			20% discount		\$ -	\$ 1,028.00	
			new Monthly Total Price		\$ -	\$ 4,112.00	

Notes: monthly costs over \$5000 receive a 20% discount
Price includes additional discount for 1Mbps up to 40Mbps.

Lessee:	S.A.M.S.
Contact	Rhonda Joyce
Phone	(505) 296-7677 x106
2 year commitment	
Services Available	Monthly One-time
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			\$ -	\$ -	\$ -	\$ -	
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			new Monthly Total Price		\$ -	\$ 4,112.00	

Notes: monthly costs over \$5000 receive a 20% discount
Price includes additional discount for 1Mbps up to 40Mbps.



May 28, 2019

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

Re: Southwest Aeronautics, Mathematics, and Science Academy
Fiscal Year Audit Ending June 30, 2019

Dear PED:

In accordance with a request from Southwest Aeronautics, Mathematics, and Science Academy, 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 Southwest Aeronautics, Mathematics, and Science Academy subject to a \$1,000 deductible each occurrence, which is the responsibility of the district. The Named Insured is Southwest Aeronautics, Mathematics, and Science Academy, 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 Southwest Aeronautics, Mathematics, and Science Academy, 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: \$ 50,560



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: \$ 15,927

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: \$ 232

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: \$470

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. Southwest Aeronautics, Mathematics, and Science Academy 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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/28/2019

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.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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 FAX (A/C, No): (818) 449-9449
INSURED New Mexico Public Schools Insurance Authority Member: Southwest Aeronautics, Mathematics, & Science Academy 410 Old Taos Highway Santa Fe NM 87501	INSURER(S) AFFORDING COVERAGE INSURER A: New Mexico Public Schools Insurance Authority INSURER B: Safety National INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** SAMS**REVISION NUMBER:**

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners Contractors <input type="checkbox"/> Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MOC NO. L0021	07/01/2018	07/01/2019	EACH OCCURRENCE \$ Tort Limit DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Tort Limit MED EXP (Any one person) \$ Tort Limit PERSONAL & ADV INJURY \$ Tort Limit GENERAL AGGREGATE \$ Tort Limit PRODUCTS - COMP/OP AGG \$ Tort Limit Maximum Liability \$ 1,050,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MOC NO. L0021	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ Tort Limit BODILY INJURY (Per accident) \$ Tort Limit PROPERTY DAMAGE (Per accident) \$ Tort Limit Maximum Liability \$ 1,050,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	SP4055030	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			MOC NO. L0021	07/01/2018	07/01/2019	Each Occurrence Tort Limit Maximum Liability 1,050,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Self-Insured Retention for Liability: \$750,000. See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary.

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Poms & Associates Insurance Brokers		NAMED INSURED New Mexico Public Schools Insurance Authority
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** _____ **FORM TITLE:** : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19: Maximum Liability
Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability
Products and Completed Operations
Professional Liability
Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
\$400,000 Bodily Injury Per Person
\$200,000 Property Damage Per Property Address
\$300,000 Medical
\$750,000 Per Occurrence
\$1,050,000 Combined Limit/Maximum Liability



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
01/17/2019

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 FAX (A/C, No): (818) 449-9449 E-MAIL ADDRESS: rservices@pomsassoc.com PRODUCER CUSTOMER ID: 00016280
INSURED New Mexico Public Schools Insurance Authority Member: Southwest Aeronautics, Mathematics and Science Academy 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:

COVERAGES

CERTIFICATE NUMBER: SW Aero, Math & Science

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					
	TYPE OF POLICY	BGOV-45001509-23	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> Employee Theft	\$ 2,000,000
					<input checked="" type="checkbox"/> Forgery or Alteration	\$ 2,000,000
					<input checked="" type="checkbox"/> Faithful Performanc	\$ 1,000,000
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$
						\$

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

Evidence of Crime Coverage- Faithful Performance of Duty Coverage for Governmental Employees and Employee Theft for Southwest Aeronautics, Mathematics and Science Academy

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE

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

AUTHORIZED REPRESENTATIVE

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