

Certification of Board Vote
Southwest Secondary Learning Center

Certificate Of Governing Body Vote

This document certifies that on May 22, 2019 at 5:00 PM a meeting of the Governing Body of Southwest Secondary Learning Center, a New Mexico public charter school, was held at 10301 Candelaria Road NE in Albuquerque, New Mexico. 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 approve the contract between the Governing Council of Southwest Secondary Learning Center and the Public Education Commission.

The members voting in favor were:

Sean Hendrickson, Laura Sanders, Deborah Burns and Debra Jensen (Michael Hamel absent)

The members voting in opposition were: NONE

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



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

NAME OF CERTIFYING OFFICER - Sean Hendrickson

TITLE OF OFFICER - Governing Council President

DATE SIGNED - May 22, 2019

Charter Contract Between the
New Mexico Public Education Commission
And
SOUTHWEST SECONDARY LEARNING CENTER

This Charter Contract, (the "Contract"), is hereby entered into by and between the New Mexico Public Education Commission, (the "Commission"), and Southwest Secondary Learning Center ("SSLC" or 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 Sean Hendrickson and Christine Lutz 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. 4.11 [Signature]
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 Secondary Learning Center is to sustain a high performing learning community by preparing computer-literate students for college or a career through a blended learning model that is individualized, self-directed and flexible.
 - 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 9-12.

- i. The School may make modifications as to the number of students in any particular grade, and number of students within a class to accommodate staffing decisions that are consistent with the School's programmatic needs; except that, nothing in this Contract shall give the School the authority to combine students from different grade levels into the same classroom unless the school's educational program explicitly provides for mixed grade or age education.
 - ii. The School must annually, prior to beginning the annual enrollment process, establish the number of vacancies by grade level available for student enrollment in that year. That number will govern the enrollment throughout the school year.
 - iii. The School may not exceed the building capacity of the Facility, which is 246.

4. **Partner Organization or Management Company:**

- i. The School has a legal relationship with Southwest Preparatory Learning Center that is distinct from a relationship with a non-profit foundation described in this contract. The legal agreement governing the relationship between the School and Southwest Preparatory Learning Center is included as Attachment 8, incorporated herein by reference.
 - ii. The legal agreement in Attachment 8 complies with all provisions of New Mexico law and the School is financially independent from Southwest Preparatory Learning Center. The School shall not make any changes to the document set out as Attachment 8, or to its legal relationship and agreements with Southwest Preparatory Learning Center without the approval of the Commission, which approval shall not be unreasonably withheld.
 - iii. The Commission, through its designees 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 Southwest Preparatory Learning Center complies with all provisions of New Mexico law, and to determine that the School is financially independent from Southwest Preparatory Learning Center.

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

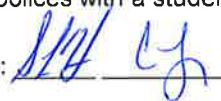
- i. ~~The school has a relationship with _____, a non-profit foundation the primary purpose of which is to provide financial support to the school or leases the facility for the charter school.~~
 - ii. ~~The legal agreement or Memorandum of Understanding governing the relationship between the School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

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

- i. The Southwest Secondary Learning Center provides students with a flexible schedule where students can choose from daily sessions, four days a week beyond the traditional school hours. The classes are taught through a blended learning model. Core classes are taught through online programs purchased by the school. The classrooms/main lab (the computer lab) are staffed by content area teachers during each session who assist the students with questions that they have with the content being presented online. Additionally, each student has a sponsor teacher that ensures that the student is on track with the online program to ensure that there is appropriate progress being made towards course completion and towards graduation.
- ii. Southwest Secondary Learning Center students are provided with a high tech elective, Smart Lab, offered Secondary in grades Learning 9 through 12 (required in grades 9-10 and offered to grades 11-12). The Smart Lab is a 21st century classroom that meets career cluster and workplace readiness competencies. Students are exposed to the 8 systems of technology coupled with high speed Internet connections, advanced graphic arts, computer aided drawing, movie special effects, science data acquisition, control technologies, robotics, electric and pneumatic circuitry, publishing, computer simulation, and multimedia presentations utilizing advanced software.
- iii. The Southwest Secondary Learning Center provides students and families with a "Sponsor" teacher that acts as an intermediary to all areas of the school.
- iv. The Southwest Secondary Learning Center provides students with online courses that can be accessed 24 hours a day/7 days a week from anywhere they have access to the internet.
- v. Southwest Secondary Learning Center students have access to dual-credit college coursework.

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 Secondary Learning Center
10301 Candelaria Rd NE
Albuquerque, NM 87112

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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the School from and against any and all claims. It is agreed that the School will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This provision shall be subject to annual budget and appropriation by the New Mexico Legislature.
9. **Employees and Contractors:** This Charter is not an employment contract. No officer, employee, agent, or subcontractor of the School is an officer, employee, or agent of the Commission or the Department.
10. **Non-Discrimination:** The School shall comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act. The School shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, sexual orientation, gender identity, spousal affiliation, national origin or disability.
11. **Notices:** Any notice required, or permitted, under the Contract shall be in writing and shall be effective immediately upon personal delivery, upon receipt of electronic mail, or three (3) days after mailing to the following:

Charter School:

Sean Hendrickson,
Governing Council President
10301 Candelaria Rd NE
Albuquerque, NM 87112
505-296-7677
shendrickson@sslc-nm.com

Christine Lutz, Head Administrator
10301 Candelaria Rd NE
Albuquerque, NM 87112

NM Public Education Commission:

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

505-296-7677
clutz@sslc-nm.com

Patricia Matthews
Matthews Fox, PC
1925 Aspen Drive, 301A
Santa Fe, NM 87505
505-473-3020
pmatthews@matthewsfox.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 SECONDARY LEARNING CENTER

Executed this 22 day of May 20 19.

By

Sean L. Henderson

Christine B. Jutz

Southwest Secondary Learning Center

, Charter Representative for

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 SECONDARY LEARNING CENTER

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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.

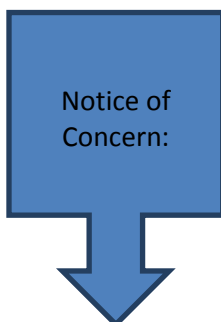
Intervention Ladder

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.

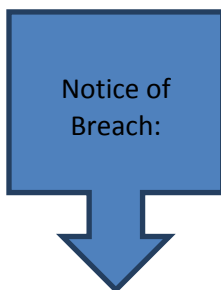


PEC will issue a Notice of Concern at a properly noticed public meeting. PEC’s authorized representative(s) shall provide schools notice that they will be appearing on the PEC’s agenda for the purposes of issuing a Notice of Concern at least 10 days prior to the meeting. As part of issuing a Notice of 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 Secondary Learning Center

Goal #1: Each year 75% of 9th and 10th grade students enrolled on the 40th and 120th day of the current school year will earn a “C” or better in Smart Lab, SSLC’s College and Career Readiness S.T.E.A.M. Lab.

Measure Rating Category	Description of Target for this Performance Level	Points Assigned
<i>Exceeds Standard</i>	86-100% of 9 th and 10 th grade students enrolled on the 40 th and 120 th day of the current school year will earn a “C” or better in Smart Lab, SSLC’s College and Career Readiness S.T.E.A.M. Lab.	100
<i>Meets Standard</i>	75-85% of 9 th and 10 th grade students enrolled on the 40 th and 120 th day of the current school year will earn a “C” or better in Smart Lab, SSLC’s College and Career Readiness S.T.E.A.M. Lab.	75
<i>Does Not Meet Standard</i>	60-74% of 9 th and 10 th grade students enrolled on the 40 th and 120 th day of the current school year will earn a “C” or better in Smart Lab, SSLC’s College and Career Readiness S.T.E.A.M. Lab.	25
<i>Falls Far Below Standard</i>	<60% of 9 th and 10 th grade students enrolled on the 40 th and 120 th day of the current school year will earn a “C” or better in Smart Lab, SSLC’s College and Career Readiness S.T.E.A.M. Lab.	0

Goal #2: Each academic year, 75% of 11th and 12th grade students enrolled at 40 and 120 day of the current school year in a dual credit, SMART Lab, or CCR elective will achieve a grade of “C” or better.

Measure Rating Category	Description of Target for this Performance Level	Points Assigned
<i>Exceeds Standard</i>	90 - 100% of 11 th and 12 th grade students enrolled at 40 and 120 day of the current school year in dual credit, SMART Lab, or CCR elective will achieve a grade of “C” or better.	100
<i>Meets Standard</i>	75 – 89% of 11 th and 12 th grade students enrolled at 40 and 120 day of the current school year in dual credit, SMART Lab, or CCR elective will achieve a grade of “C” or better.	75
<i>Does Not Meet Standard</i>	60 - 74% of 11 th and 12 th grade students enrolled at 40 and 120 day of the current school year in dual credit, SMART Lab, or CCR elective will achieve a grade of “C” or better.	25
<i>Falls Far Below Standard</i>	<60% of 11 th and 12 th grade students enrolled at 40 and 120 day of the current school year in dual credit, SMART Lab, or CCR elective will achieve a grade of “C” or better.	0

Summary of Indicator Rating System and Assigned Points

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

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

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

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

ORGANIZATIONAL PERFORMANCE FRAMEWORK

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

NACSA Principles & Standards (2012) states that,

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

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

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

Meets Standard:

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

Working to Meet Standard:

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

Does Not Meet Standard:

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

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

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

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

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

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

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

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

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

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

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

FINANCIAL PERFORMANCE FRAMEWORK

Under Development

Appendix B: Annual School Reporting Calendar

Under Development

Appendix C: Summary of Site Visit Protocol

Protocols under development.

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

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

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

Appendix D: Glossary of Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

assessments in math and reading.

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

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

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

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

**COST SHARING AGREEMENT
BETWEEN SOUTHWEST SECONDARY LEARNING CENTER AND SOUTHWEST
PREPARATORY LEARNING CENTER**

THIS COST SHARING AGREEMENT (Agreement) is entered into by and between the Southwest Secondary Learning Center (SSLC) and the Southwest Preparatory Learning Center (SPLC).

SECTION 1. Purpose.

The purpose of this Agreement is for the parties to it to formalize the cost sharing of equipment and services shared by SSLC and SPLC.

SECTION 2. Commencement and Review.

A. Term. This Agreement is effective for the 2018-2019 Fiscal Year.

B. Review. This Agreement shall be reviewed annually by the Parties to this Agreement, to ensure the costs share agreed to within it is still an accurate reflection of each party's monetary liability. If either the cost of any item, or the percentage share of any item, or both are determined to have changed, then the cost and percentage share shall be adjusted in proportion to the change. It shall be the responsibility of the Head Administrator of each school to work together with any necessary staff or contractors to maintain an accurate accounting of the cost shared items and to keep their respective boards informed.

C. Change of Vendor. Both Parties must agree to any change of vendor for any of the items covered by this Agreement.

SECTION 3. Allocation of Costs.

For the items on the attachment marked "Exhibit A" SPLC shall pay to SSLC 42% of the cost of each item. SSLC shall be responsible for the remaining 58%. Exhibit A details SPLC's 42% of these items.

For items on the attachment marked "Exhibit B" SPLC shall pay to SSLC 20% of the cost. SSLC shall be responsible for the remaining 80%. Exhibit B details SPLC's 20% of these items. SECTION

4. SECTION 4.Reimbursement.

A. Timing of Payments. For payments made subsequent to the Initial Payment, outlined in paragraph 3 below, SPLC shall pay to SSLC monies owed for items cost shared on a monthly basis due on the fifth of every month. SSLC will provide to SPLC a statement of monies due by the 15th of the preceding month.

B. Initial Payment. By the fifth of the month following the approval of this Agreement SPLC shall pay to SSLC the total of monthly installments due from the start of the 2018 fiscal year (July 1, 2018). For example, should this Agreement be approved on July 19th the Initial Payment-would be equal to one (1) months cost share payments and be due August 5th, 2018.

C. SSLC shall provide SPLC with a statement of SPLC's allocated share of costs on a monthly basis. SPLC shall pay its allocated share of such costs to SSLC no later than the fifth of the month after the statement is provided. Amounts in arrears for more than thirty (30) days shall earn interest at the rate of five percent (5%) per month. Should SPLC be more than thirty (30) days in arrears SSLC may discontinue access to or use of the item(s) for which payment was not received.

D. SSLC agrees to indemnify, defend, and hold harmless SPLC, including its employees and agents, from and against any and all claims (including third party claims), demands, actions, suits, expenses (including attorney's fees) and damages (including indirect or consequential loss) resulting in any way from SSLC's failure to make a timely payment for any item covered by this Agreement, so long as such failure was not caused, in whole or in part, by SPLC.

SECTION 5. Reports and Documents.

A. Reports. SSLC shall, upon request from SPLC or the School Budget & Financial Analysis of the Public Education Department and within 10 business days, provide requestor with a detailed report of cost shared items paid on behalf of either party.

B. Copies of Documents. SSLC shall, upon request from SPLC or the School Budget & Financial Analysis and within 10 business days, provide such party with copies of documents relevant to this Agreement, including without limitation books, records, and accounts.

SECTION 6. Dispute Resolution.

Should there arise a situation under which the parties cannot peaceably arrive at a resolution together after a reasonable time the parties shall agree to attempt to resolve the dispute by non-binding mediation, with mediation costs to be split equally by the parties. The parties shall mutually select a mediator. If the parties cannot agree upon a mediator, a mediator shall be chosen at random from the list of mediators in the Albuquerque and Santa Fe locations on the National Academy of Distinguished Neutrals web site, www.nadn.org. Mediation shall be conducted in accordance with the normal practice of the mediator. The decision reached in mediation shall be automatically incorporated as an addendum to this Agreement.

Either Party may file a complaint, in any court where venue and jurisdiction is proper, to enforce the mediation decision. The prevailing party in such an action shall be entitled to costs and reasonable attorney fees.

SECTION 7. General Provisions.

A. Totality. This Agreement, together with the attachments, contains all of the terms agreed upon by the parties with respect to its subject matter. This Agreement supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written, concerning this subject matter.

B. Amendment. This Agreement may be amended at any time, only by the written agreement of the parties.

C. Severability. The provisions of this Agreement are severable, and if any provisions are held to be illegal, invalid, or unenforceable, such holding does not affect the legality, validity, or enforceability of any other provision.

D. Waiver. Waiver by any party of any term or condition of this Agreement or any breach hereof does not constitute a waiver of any other term or condition.

E. Governing Law. This Agreement is governed by the laws of the State of New Mexico.

F. Scope and Effect of Agreement. This Agreement governs only the sharing of expenses among the parties. No general agency, partnership, or joint venture arrangement among the parties is intended. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

G. Assignment. This Agreement may be assigned only to a successor SPLC or SSLC upon the prior written approval of the other parties.

H. Notices. All notices or communications required or permitted to be given under this Agreement shall be in writing and shall be considered given and delivered when personally delivered with a signed acknowledgment, delivered by courier with proof of delivery or deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to the other party at the address of the respective school.

By signing below each Board Chair certifies that this was approved by the Governing Council of its respective schools.


Board Chair, SSLC


Date


Board Chair, SPLC


Date

COST SHARING AGREEMENT
BETWEEN SOUTHWEST SECONDARY LEARNING CENTER
AND
SOUTHWEST PREPARATORY LEARNING CENTER

	SSLC	SPLC
CULLIGAN BOTTLED WATER	58%	42%
DELL FINANCIAL	58%	42%
KAUFMAN	58%	42%
LEVEL 3 COMMUNICATIONS	58%	42%
PIED PIPER EXTERMINATORS	58%	42%
SAFETY FLARE, INC.	58%	42%
SCHOLARCHIP CARD LLC.	58%	42%
TYCO	58%	42%
ALAN RAY	58%	42%
CANON FINANCIAL SERVICES	58%	42%
CANON SOLUTIONS AMERICA	58%	42%
CITY OF ABQ FIRE DEP.	58%	42%
CITY OF ABQ NEW PERMIT	58%	42%
NEW SIGNATURE US.	58%	42%
EDGENUITY	58%	42%



BYLAWS
OF
THE GOVERNING COUNCIL OF THE

Southwest Secondary Learning Center (SSLC)

ARTICLE 1: Governing Council Powers and Responsibilities

The Governing Council of SSLC retains and reserves unto itself the 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 SSLC, and to hire the Head Administrator.

ARTICLE 2: Governing Council Member Authority

The Governing Council shall not be bound by any statement or action on the part of an individual Governing Council Member who has not been delegated by the Council to take such action or make such statement on behalf of the Council.

ARTICLE 3 Governing Council Membership and Conduct of Business

Per the School's Charter Contract with the Public Education Commission the SSLC Governing Council shall consist of 5 members. The Governing Council shall comply with the New Mexico Open Meetings Act in the notification and conduct of its meetings. Where the Open Meetings Act is silent the Council shall utilize parliamentary procedure.

Duties of the Governing Council President:

1. Works in close collaboration with the Head Administrator in achieving the school's mission;
2. Provides leadership to the Governing Council;
3. Chairs meetings of the Governing Council after developing the agenda with the Head Administrator;

4. Helps guide and mediate Governing Council actions with respect to the school's priorities and governance concerns;
5. Reviews with Head Administrator any issues of concern to the Governing Council;
6. Monitors financial planning, financial reports, and academic performance;
7. Takes the lead in formally evaluating the Head Administrator;
8. Participates annually in the required Governing Council training;
9. Serves as the school's ambassador to the community; and
10. Performs other responsibilities as assigned by the Governing Council.

Governing Council Member Duties

1. Attending Governing Council meetings;
2. Participating on a Governing Council committee (or committees);
3. Reading school or Governing Council related material and preparing for meetings;
4. Attending events at SSLC, related legislative sessions or events and other tasks as required;
5. Attending Governing Council related training to support more effective governance of the school's operation;
6. Monitoring financial planning, financial reports, and academic performance;
7. Volunteering for assignments and completing them on time;
8. Preparing well for meetings, reviews and comments on minutes and committee reports;
9. Working in good faith to build effective working relationships with other Governing Council Members, the SSLC administration and the SSLC staff;
10. Playing a role in formally evaluating the Head Administrator; hiring and firing of the Head Administrator
11. Participating in required Governing Council training;
12. Performing other responsibilities as assigned by the Governing Council President; and
13. Serving as the school's ambassador to the community.

If three meetings or more are missed by a member within any consecutive twelve-month period, the Member may be removed from the Council by a majority vote of its members. If any member is found to be out of compliance with training required of Council members under the law that non-compliance shall constitute an automatic removal from the Council.

Absences when it is "difficult or otherwise impossible" for a member to attend in person (NMSA 10-15-1) may be accommodated by participation via teleconference or similar communication equipment pursuant to the New Mexico Open Meetings Act cited above.

If a Governing Council Member believes that his duties to SSLC and its Governing Council can no longer be fulfilled, it shall be that Member's responsibility to submit a

written resignation to the Governing Council President. The resignation shall not be considered final until submitted to the President.

ARTICLE 4 Governing Council Vacancies

The SSLC Governing Council may appoint a subcommittee of less than a quorum of the Council to solicit nominations to fill Governing Council vacancies. 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.

ARTICLE 5 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 6 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 7 Governing Council Member Conflict of Interest

Conflicts of interest will not be permitted nor tolerated. All conflict of interest laws including the Charter Schools Act, the Governmental Conduct Act, and Prohibited Sales from School Personnel will be complied with faithfully.

ARTICLE 8 Governing Council Committees

The SSLC Governing Council shall establish a Finance Committee and an Audit Committee as two separate committees. The membership of Finance Committee and Audit Committees shall be as is prescribed by law under NMSA § 22-8-12.3.

The purpose of the Finance Committee is to review monthly with the Business Manager the financial transactions of the school. The Finance Committee reports monthly regarding this meeting to the Governing Council.

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.

The SSLC Governing Council may create other committees as deemed necessary for the effective operation of the Governing Council and achievement of the charter.

ARTICLE 8 Governing Council Meetings

Meetings of the Governing Council will be held at a time and place designated by the Governing Council's current Open Meetings Act Resolution or by the notice for the meeting.

ARTICLE 9 Governing Council Meeting Agenda

The agenda for any Governing Council meeting shall be reviewed by the school's attorney and approved by the Governing Council President before it is posted. Any member of the Governing Council who would like to have an item put on the agenda may contact the Governing Council President to communicate the item he wishes to place on the agenda.

ARTICLE 10: Governing Council Minutes

Pursuant to the Open Meetings Act draft minutes will be available no more than 10 days after the meeting. Official minutes of the Governing Council shall be kept on file at the school and published to the SSLC website.

ARTICLE 11: Parliamentary Authority

Roberts' Rules of Order will govern the Governing Council, except where otherwise required by law. Actual procedures will be left to the discretion of the Governing Council President or Committee chairs.

Approved by the Southwest Secondary Learning Center Governing Council on June 4th, 2018.

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
Laura	Sanders	Secretary		12/12/17	None	5304 Avenida Cuesta NE	Albuquerque	NM	87111	lsanders@sslcnm.com	(505) 882-0790		X	X
Sean	Hendrickson	President		7/13/16	None	7608 Lamplighter Lane NE	Albuquerque	NM	87109	shendrickson@sslcnm.com			X	x
Michael	Hamel	Vice President		7/11/18	None	1500 Central Ave SW Apt 117	Albuquerque	NM		mhamel@sslcnm.com			X	x
Deborah	Jensen	Member		4/17/19	None	4724 Oahu Drive NE	Albuquerque	NM	87111	djensen@sslcnm.com			X	X
Deborah	Burns	Member		11/14/18	None	10301 San Luis Rey Pl. NE	Albuquerque	NM	87111	dburns@sslcnm.com		dburns610@gmail.com	X	X

Attachment E - Board of Finance Documents:

Statement to Consult with PED signed by all members

Affidavits from each board member

Affidavit signed by the school's licensed business official

School Business Official License

Certificate of insurance that indicates adequately bonded

X

X

in Attachment K

Attachment D - Governing Board ByLaws

Dated

6/4/2018

STATEMENT OF GOVERNING BODY TO CONSULT WITH PED

We, the undersigned, make up the governing body of the Southwest Secondary Learning Center 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 Southwest Secondary Learning Center 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 Southwest Secondary Learning Center GIVE THE FOREGOING STATEMENT THIS 12 DAY OF December, 2017.

1. [signature]
[signature]

Krista Keay
[print]

2. [signature]
[signature]
Sean L. Hendrickson
[print]

3. [signature]
[signature]
DEBORAH J. LANSDALE
[print]

4. [signature]
[signature]

Cheryle Brady
[print]

5. [signature]
[signature]

Laura Sanders
[print]

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF)

I, Cheryle Brody, after being duly sworn, state as follows:

1. My name is Cheryle Brody and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the SSLC 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.

[Signature]
[Signature]

7/26/17
Date

Cheryle Brody, Governing Body Member of Southwest Secondary LC
Charter School

Subscribed and sworn to before me, this 26 day of July, 2017.

[Notary Seal:]

[Signature]
[signature of Notary]
Savannah Lopez
[typed name of Notary]



NOTARY PUBLIC

My commission expires: August 19, 2020.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF)

I, Sean Lee Hendrickson, after being duly sworn, state as follows:

1. My name is Sean Lee Hendrickson and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the Southwest Secondary Learning Center 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.

Sean Lee Hendrickson
[Signature]

7/15/16
Date

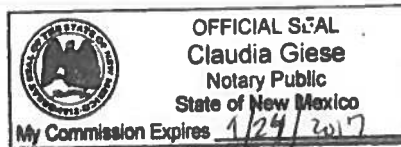
Southwest Secondary Learning Center, Governing Body Member of SSLC
Charter School

Subscribed and sworn to before me, this 15 day of July, 2016.

[Notary Seal:]

Claudia Giese
[signature of Notary]

Claudia Giese
[typed name of Notary]



NOTARY PUBLIC

My commission expires: 9/24, 2017.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF)

I, Krista Keay, after being duly sworn, state as follows:

1. My name is Krista Keay and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the Southwest Secondary LC 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.

[Signature]

7/26/2017
Date

Krista Keay ^{SL}
~~Cherita Braddy~~, Governing Body Member of Southwest Secondary LC
Charter School

Subscribed and sworn to before me, this 26 day of July, 2017.

[Notary Seal:]

[Signature of Notary]

Savannah Lopez
[typed name of Notary]



NOTARY PUBLIC

My commission expires: August 19, 2020.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF)

I, Deborah J. Hansdell, after being duly sworn, state as follows:

1. My name is Deborah J. Hansdell and I reside in Penita, New Mexico.
2. I am a member of the governing body of the Southwest Secondary charter school located in Albuquerque, New Mexico. Learning Center (SSCL)
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.

[Signature]
[Signature]

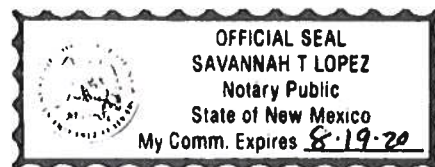
July 26, 2017
Date

Deborah J. Hansdell, Governing Body Member of Southwest Secondary LC
Charter School

Subscribed and sworn to before me, this 26 day of July, 2017.

[Notary Seal:]

[Signature]
[signature of Notary]
Savannah Lopez
[typed name of Notary]



NOTARY PUBLIC

My commission expires: August 19, 2017.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF)

I, Laura Sanders, after being duly sworn, state as follows:

1. My name is Laura Sanders and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the SSLC 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.

[Signature]
[Signature]

12/12/17
Date

SSLC, Governing Body Member of SSLC
Charter School

Subscribed and sworn to before me, this 12 day of Dec, 20 17

[Notary Seal:]

[Signature]
[signature of Notary]
Savannah Lopez
[typed name of Notary]



NOTARY PUBLIC

My commission expires: 8/19, 2020.

AFFIDAVIT OF FINANCIAL RECORD CUSTODIAN

STATE OF NEW MEXICO)
)
COUNTY OF _____)

I, Michael J Vigil, [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) NMASBO
 - b) NM Certified Public Accountant Continuing Professional Education
 - c) NM State Auditor 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
NM CPA License 3649	NM State Board of Accountancy	Renewed 9/30/2018 Issued 12/13/1990	Yes
NM Level II school business official	NM Public Education Department	Issued 07/01/2015 expires 06/30/2024	Yes
NM CPO-2015-S6745-00-154	NM General Services Department	Issued 11/02/2017	Yes

FURTHER AFFIANCE SAYETH NAUGHT.

[Signature]
[Signature of Affiant]

5/25/18
Date

Michael J. Vigil
[Print Name of Affiant]

VERIFICATION

The forgoing Affidavit of Financial Records Custodian was subscribed and sworn to before me, this 25th day of May, 2018.

[Notary Seal:]



[Signature]
NOTARY PUBLIC

My commission expires: 8/19, 2020.

DECLARATION OR CERTIFICATE OF INSURANCE

Please attach or insert a copy of a declaration or certificate of insurance that indicates that the financial records custodian of Southwest Secondary Learning Center is adequately bonded and that Southwest Secondary Learning Center is insured through Public School Insurance Authority.

Attached:

- ☒ Bonding Declaration from: POMS & Associates
- ☒ Certificate of Insurance from: POMS & Associates



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

05/22/2018

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

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Ave. #400 Woodland Hills CA 91367	CONTACT NAME: Justin Perkins PHONE (A/C, No, Ext): (800) 578-8802 E-MAIL ADDRESS: jperkins@pomsassoc.com PRODUCER CUSTOMER ID: 00016280	FAX (A/C, No): (818) 449-9321
INSURED New Mexico Public Schools Insurance Authority Member: Southwest Secondary Learning Center 410 Old Taos Highway Santa Fe NM 87501	INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Regional Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #

COVERAGES**CERTIFICATE NUMBER:** SW Secondary**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	
	PROPERTY				BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$
	BASIC				BUILDING	BUSINESS INCOME	\$
	BROAD				CONTENTS	EXTRA EXPENSE	\$
	SPECIAL					RENTAL VALUE	\$
	EARTHQUAKE					BLANKET BUILDING	\$
	WIND					BLANKET PERS PROP	\$
	FLOOD					BLANKET BLDG & PP	\$
							\$
							\$
	INLAND MARINE	TYPE OF POLICY				\$	
	CAUSES OF LOSS					\$	
	NAMED PERILS	POLICY NUMBER				\$	
						\$	
A	<input checked="" type="checkbox"/> CRIME	BGOV-45001509-22	07/01/2017	07/01/2018	<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		
	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 Espanola Public Schools

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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STATE OF NEW MEXICO



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

LEVEL TWO PROFESSIONAL SCHOOL BUSINESS OFFICIAL LICENSE

is issued to

JUSTINE HILARY VIGIL

Effective from July 1, 2015 to June 30, 2024

Licensure Number: 350689

Hanna Plandusa

Secretary of Education

Southwest Secondary Learning Center Lottery Procedure

The ***letter of intent*** and how the lottery system works.

Southwest Secondary Learning Center is a charter school for students who choose to apply for enrollment. 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 a Letter of Intent. At the beginning of January, the window opens for the receipt of new Letters of Intent to be placed into the lottery pool for the subsequent year. In the second week of February Letters of Intent to Return are collected for current students who wish to return the following year. In the second week of March, a lottery will be held to determine placement order and the waiting list for the subsequent year. Families have two weeks to accept the position offered to them for the subsequent year.

The window for Letters of Intent remains open the entire school year. When a vacancy occurs it is filled immediately if there is an available candidate on the wait list. Families have one week to accept the position during the school year.

Southwest Secondary Learning Center's enrollment policy prohibits discrimination on the basis of disability, race, creed, color, gender identity or expression, 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 lottery 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 Secondary Learning Center will be able to re-enroll for the following school year provided the family has completed and returned, by the deadline, a "Letter of Intent to Return." The student should be in good standing at the school.

CERTIFICATE OF ASSURANCES

My name is Sean Hembrickson and I reside in Albuquerque, NM. I am a member of the governing body for SSLC a charter school which is located at 10301 Candefana. 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.

Sean L. Hendrickson
Printed Name

Sean L. Hendrickson
Signature

29 May 2018
Date

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF)

I, Sean Lee Hendrickson, after being duly sworn, state as follows:

1. My name is Sean Lee Hendrickson and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the Southwest Secondary Learning Center 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.

Sean Lee Hendrickson
[Signature]

7/15/16
Date

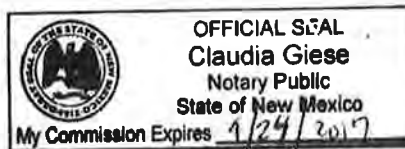
Southwest Secondary Learning Center, Governing Body Member of SSLC
Charter School

Subscribed and sworn to before me, this 15 day of July, 2016.

[Notary Seal:]

Claudia Giese
[signature of Notary]

Claudia Giese
[typed name of Notary]



NOTARY PUBLIC

My commission expires: 9/24, 2017.


CERTIFICATE OF ASSURANCES

My name is Laura Sanders and I reside in Albuquerque, NM. I am a member of the governing body for Southwest Secondary Learning Ctr a charter school which is located at 10301 Candelarra. 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.

Laura Sanders
Printed Name


Signature

5/24/18
Date

CERTIFICATE OF ASSURANCES

My name is Deborah J. Lanzdell and I reside in Bosque Farms, NM. I am a member of the governing body for Southwest Secondary L.C. a charter school which is located at 10301 Candelaria. 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.
11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disability Education Act.
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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.

Deborah J. Hansdell
Printed Name


Signature

May 25, 2018
Date

CERTIFICATE OF ASSURANCES

My name is Krista Keay and I reside in Albuquerque, NM. I am a member of the governing body for SSLC a charter school which is located at 10301 Carlelana. I certify that the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
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11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disability Education Act.
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14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.
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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.

Krista Heay
Printed Name

[Signature]
Signature

5/23/2018
Date

CERTIFICATE OF ASSURANCES

My name is Cheryle Brody and I reside in Albuquerque. I am a member of the governing body for SSLC a charter school which is located at 10301 Candelaria. 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.

Cheryle Brody
Printed Name

CBrody
Signature

5/22/18
Date

ASSURANCES

My name is Michael Hamel and I reside in Albuquerque, NM. I am a member of the governing body for Southwest Secondary Learning Center a charter school which is located at 16301 Caribena Rd.. I assure 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.

Michael Hamel

Printed Name

Michael Hamel

Signature

5/29/19

Date

Instructions:

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

Non-Discretionary Waivers			
NMSA 1978 § 22-8B-5(C) Waiver	Utilized	Specific provision of relevant statute to which waiver is applied.	Description the school's practice and how it varies from statutory requirements.
Individual class load	<input checked="" type="checkbox"/>	22-10A-20 STAFFING PATERNS; CLASS LOAD; TEACHER LOAD. D. 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.	Courses at Southwest Secondary are taught through a blended learning model. Core classes are taught through an online program purchased by the school, presently Edgenuity. The classrooms/main labs (the computer labs) are staffed by content area teachers during each session who then assist students with the questions they have with content being presented online. Additionally, each student has a sponsor teacher that ensures that the student is on track with the online program to ensure that there is appropriate progress being made in the online class. This model requires a waiver of the traditional individual teacher load.
Teaching load	<input checked="" type="checkbox"/>	22-10A-20 STAFFING PATERNS; CLASS LOAD;	Courses at Southwest Secondary are taught

		<p>TEACHER LOAD.</p> <p>D. 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>	<p>through a blended learning model. Core classes are taught through an online program purchased by the school, presently Edgenuity. The classrooms/main labs (the computer labs) are staffed by content area teachers during each session who then assist students with the questions they have with content being presented online. Additionally, each student has a sponsor teacher that ensures that the student is on track with the online program to ensure that there is appropriate progress being made in the online class.</p> <p>This model requires a waiver of the traditional individual teacher load.</p>
Length of school day	☒	<p>22-2-8.1 SCHOOL YEAR; LENGTH OF SCHOOL DAY; MINIMUM</p> <p>A. Except as otherwise provided in this section, regular students shall be in school-directed programs, exclusive of lunch, for a minimum of the following:</p> <p>(3) grades seven through twelve, six hours per day or one thousand eighty hours per year.</p> <p>B. Up to thirty-three hours of the full-day kindergarten program may be used for home visits by the teacher or for parent-teacher conferences. Up to twenty-two hours of grades one through six programs may be used for</p>	<p>The school is based on a mastery of class content. Students are required to physically attend the school a minimum number of hours per week. Additionally, the students are monitored by their sponsors weekly to ensure adequate progress on course content based on built in assignment calendars.</p> <p><u>We are not waiving 1080 instructional hours.</u></p> <p>The Southwest Secondary Learning Center retains the ability to increase or decrease the school day in order to accommodate an increase or decrease of enrollment due to</p>

		home visits by the teacher or for parent-teacher conferences. Up to twelve hours of grades seven through twelve programs may be used to consult with parents to develop next step plans for students and for parent-teacher conferences.	budgetary requirements or facility emergencies.
Staffing pattern	<input checked="" type="checkbox"/>	<p>22-10A-20 STAFFING PATERNS; CLASS LOAD; TEACHER LOAD.</p> <p>D. 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>	The Southwest Secondary Learning Center retains the ability to create staffing patterns that meet the students' needs and allow for teachers to provide instruction in specialized subject areas. It is recognized that occasional circumstances arise which require flexibility in staffing. To this end, the school administration must be provided flexibility in staffing in order to meet the educational program, fiscal or facility requirements.
Subject areas	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
Purchase of instructional materials	<input checked="" type="checkbox"/>	<p>22-15-1 SHORT TITLE.</p> <p>Sections 22-15-1 through 22-15-14 NMSA 1978 may be cited as the "Instructional Material Law".</p>	The Southwest Secondary Learning Center requires that all instructional materials be 100% discretionary. The curricular needs of the school are best served by the instructional materials that are selected by the school's staff and administration.

Evaluation standards for school personnel	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
School principal duties	<input checked="" type="checkbox"/>	<p>22-10-A-18 SCHOOL PRINCIPALS; DUTIES.</p> <p>In addition to other duties prescribed by law, a school principal shall:</p> <p>A. under the general supervision of the local superintendent, assume administrative responsibility and overall instructional leadership for the public school to which he is assigned, including the discipline of students and the planning, operation, supervision and evaluation of the educational program of the school;</p> <p>B. recommend to the local superintendent the employment, promotion, transfer, discharge and termination of school employees in his school;</p> <p>C. evaluate the performance of school employees and develop professional development plans or job improvement plans to assist school employees to improve;</p> <p>D. take disciplinary action against school employees;</p> <p>E. develop a proposed budget for the public school, with input from the school council, and submit it to the local superintendent; and</p> <p>F. perform other duties assigned to him by the local superintendent to implement the policies of the local school board.</p>	<p>The administrators of the Southwest Secondary Learning Center have duties that are parallel school district superintendents and as such, -- traditional school duties are expanded to address the levels of responsibilities. The competencies and evaluative criterion established for school principals are not appropriate for the Southwest Secondary Learning Center. The school retains the right to represent and design the evaluation for administrators that is appropriate and aligned to the duties.</p>
Drivers education	<input checked="" type="checkbox"/>	22-13-12 APPROVED DRIVER – EDUCATION	The Southwest Secondary Learning Center <i>will</i>

		<p><i>COURSES.</i></p> <p>B. A driver-education or motorcycle driver-education course shall provide to students legally entitled to operate the type of motor vehicle involved, classroom instruction and behind-the-wheel or on-the-motorcycle training in the safe operation of the motor vehicle.</p>	<p><i>not provide driver education.</i> Students may be referred to third party driver education providers. However, if a student brings in a completion certificate from an accredited driving school, they do receive an elective credit towards graduation.</p> <p>The school allows students to bring in certificates of completion indicating minimum hours completed related to a variety of elective topics to include driver-education and mentorships, sports, music, or dance and for that student to request an elective credit towards graduation. The school reviews the work performed, and if it meets the criteria of the school for an elective credit, then the student is provided with the elective credit.</p>
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.	
		<i>Rationale for request</i>	
Click here to enter text.		Click here to enter text.	



NEW MEXICO
GENERAL SERVICES DEPARTMENT

Heather Riley

*Who has satisfactorily pursued the verification training program and
passed the required examination*

in accordance with the requirements established pursuant to

NMSA 13-1-95.2

is hereby awarded on this 26th day of April 2018

Chief Procurement Officer Certification

Certificate No. CPO-2018-000000-02044



Lawrence O. Maxwell

Lawrence O. Maxwell

State Purchasing Agent

**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE
(PRIVATE FACILITIES)**

PART "A"

This Charter School Lease ("Lease") effective as of the 1st day of July, 2019, ("Reference Date Only") by and between "Landlord" and "School".

SPECIFIC LEASE PROVISIONS (SLP)

- A. "Landlord": Saylor Family Trust, LLC, a New Mexico Limited Liability Company
- B. Landlord's Notification
Address: Saylor Family Trust, LLC
5565 Eakes Rd. NW
Los Ranchos de Albuquerque, NM 87107
Telephone: (505) 343-9651 263-1551cel.
Fax: (505) 343-9306
- C. "School": Southwest Secondary Learning Center, a public charter school
- D. School's Notification
Address: Southwest Secondary Learning Center
10301 Candelaria NE
Albuquerque, NM 87112
Telephone: (505) 296-7677
Fax: (505) 296-0510
- E. "Complex": The real estate in Bernalillo County, New Mexico, having an address of 10301 Candelaria, Northeast, Albuquerque, New Mexico 87112 described on Addendum "One" ("Land"), together with the "Building(s)" and other "Improvements" existing or to be constructed thereon. The "Complex Rentable Area" is 42,480 square feet, more or less based on the Building Area of the Building(s) in the Complex.
- F. "Premises": The portions of the Building(s) shown on Addendum "Two", containing 42,480 square feet, more or less, based on the Building Area thereof ("School's Rentable Area"), together with the "Exclusive Use Area(s)" described on Addendum "Two".
- The School Rentable Area shall equal the Complex Rentable Area.
- G. "School's Pro Rata Share": School's Pro Rata Share is 58%, based on the allocation of combined rent paid by the School, the Southwest Secondary Learning Center, and the Southwest Primary Learning Center.

- H. Tenant Improvements: _____ (select if applicable). "Landlord's Work": The Improvements to the Building(s) and other areas of the Complex that are to be constructed by Landlord pursuant to Addendum "Three".
- I. "Permitted Use": A school and all related legal uses, including but not limited to evening events, community events, public meetings and community uses.
- J. Certifications/Approvals/Uses: The FMP/Ed. Spec/Conflict of Interest Questionnaire were approved by NMPSFA on June 11, 2010.
- K. Commencement Dates:
- (i) "Term Commencement Date":
- (a) July 1, 2019; or
- (b) the date on which Substantial Completion of Landlord's Work is achieved, if applicable, and Delivery of Possession of the Premises to School by Landlord occurs. The Term Commencement Date and certain other dates referenced in this Lease will be memorialized by Landlord and School within thirty (30) days after the Term Commencement Date on the "Acknowledgment of Revised Provisions" attached hereto as Addendum "Four".
- (1) "Scheduled Term Commencement Date":
_____ (if any Landlord's Work).
- (2) "Outside Term Commencement Date":
_____ (if any Landlord's Work).
- (ii) "Rent Commencement Date": the Term Commencement Date.
- L. Term:
- (i) "Initial Term": The term of this Lease commences on the Term Commencement Date and continues for one (1) year after the Term Commencement Date, plus if the Term Commencement Date is not the first day of a calendar month, the Initial Term shall be extended for the number of days remaining in the calendar month in which the Term Commencement Date occurs so that the expiration date of the Initial Term shall be the last day of a calendar month.
- (ii) "Renewal Term(s)": Four (4) one (1) year extensions of the Initial Term to be exercised pursuant to Section 3.03.
- M. "Charter Expiration Date": School's current five (5) year charter expires on June 30, 2024.
- N. Rent:
- (i) "Base Rent": Is set forth on Addendum "Five" attached hereto. The Base Rent is based on School's Rentable Area.
- (ii) "Reimbursable Expenses": "Utility CAM Costs", "Real Estate Related Taxes," and "Landlord's Insurance" for the Complex. The

"Monthly Fixed Reimbursable Expenses" is School's Pro Rata Share of the Reimbursable Expenses, which amount is reflected on Addendum "Five". Real Estate Tax Exempt

O. "School's Insurance": School shall maintain insurance coverage as required by the NMPSIA pursuant to Section 6.20.2.20 NMAC. The initial coverages shall be as set forth on Addendum "Six".

P. "Security Deposit": \$0. The Security Deposit shall be paid on or before _____.

Q. "Parking": X (select if multi-tenant Complex)

Parking for the School shall be:

(i) The non-exclusive right to park up to 60 vehicles within the Common Areas; or

(ii) The exclusive right to park up to 60 vehicles within the "Parking Exclusive Use Area" of the Complex designated on "Addendum Two".

R. Brokers: None

S. Contingencies: The following are contingencies to Landlord's and/or School's obligations under the terms of this Lease:

(i) _____;

(ii) _____.

The "Contingency Termination Date" is: _____.

T. Addenda to SLP:	Addendum "One"	Legal Description of the Land
	Addendum "Two"	Diagram of Complex and Premises, including Exclusive Use Area(s)
	Addendum "Three"	Tenant Improvements by Landlord
	Addendum "Four"	Acknowledgment of Revised Provisions
	Addendum "Five"	Base Rent and Monthly Fixed Reimbursable Expenses
	Addendum "Six"	School's Insurance

U. Exhibits to GLT: Exhibit "A" Amendments to General Lease Terms

References in the "General Lease Terms" to the "Specific Lease Provisions" or "SLP" are references to the information set out above. Each term used but not defined in the SLP shall have the meaning set forth in the General Lease Terms. If a conflict exists between the Specific Lease Provisions and the General Lease Terms, the Specific Lease Provisions will control. References to "Paragraphs" are to the Specific Lease Provisions and references to "Articles" or "Sections" are to the General Lease Terms.

Addendum "One"

Legal Description of the Land

(To be attached)

Addendum "Two"

Diagram of Complex and Premises, including Exclusive Use Area(s)

(To be attached)

Addendum "Three"

Tenant Improvements by Landlord

(THE PARTIES MAY SUBSTITUTE AIA, AGC OR COMPARABLE INDUSTRY APPROVED FORMS FOR THIS ADDENDUM)

Landlord shall construct the following Improvements to the Premises ("Landlord's Work") prior to the Term Commencement Date:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

____ (select if applicable). Attached hereto as Schedule I and incorporated herein by reference are more detailed plans and specifications for the Landlord's Work.

____ (select if applicable). If Landlord and School do not approve the final plans and specifications for Landlord's Work by _____, this Lease shall be null and void and of no further force and effect upon written notice from either party to the other. If this Lease is terminated, the Security Deposit, if any, and any other amounts prepaid by School shall be returned to School, and neither party shall have any further obligations to the other, except as to indemnities and other obligations which specifically survive termination.

"Substantial Completion" of Landlord's Work shall be deemed to be on the date that (a) Landlord delivers a certification to School from Landlord's architect or contractor that Landlord's Work has been completed, subject only to a punch list ("Punch List") of minor items remaining to be corrected by Landlord, which will be prepared by representatives of Landlord and School, and which will not materially interfere with School's Permitted Use of the Premises, (b) a "certificate of occupancy" or comparable certificate has been issued for Landlord's Work by the appropriate governmental authorities, and (c) the portion of the Premises and Improvements to be used for school activities complies with the Educational Occupancy Standards or Statewide Adequacy Standards, as applicable. The Punch List shall be completed by Landlord within thirty (30) days after the Term Commencement Date.

School shall also have the right to enter into possession of the Premises under duress prior to Substantial Completion of Landlord's Work if School is required to open under the Educational Occupancy Standards or Statewide Adequacy Standards, as applicable, or be in violation of its charter, and the Premises satisfy all other Educational Occupancy Standards or Statewide Adequacy Standards, as applicable.

Schedule I to Addendum "Three"
Tenant Improvements by Landlord
Plans and Specifications
(To be attached)

Addendum "Four"

**(TO BE USED WHEN PROVISIONS IN THE SLP ARE REVISED OR DETERMINED AFTER
LEASE EXECUTION)**

ACKNOWLEDGMENT OF REVISED PROVISIONS

THIS ACKNOWLEDGMENT is entered into effective the ____ day of _____, 20____,
by and between _____ ("Landlord") and
_____, ("School")

WHEREAS, Landlord and School entered into a Lease dated _____, 20____ ("Lease")
involving the Premises located at _____,
_____, New Mexico ____; and

WHEREAS, the parties desire to establish the Term Commencement Date, Rent Commencement
Date, and/or revise other terms and provisions of the Lease.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the
receipt of which is hereby acknowledged, IT IS AGREED AS FOLLOWS:

1. All capitalized terms shall have the definitions set forth in the Lease, unless otherwise defined
herein.
2. The Term Commencement Date is hereby acknowledged to be _____, 20____.
3. The Rent Commencement Date is hereby acknowledged to be _____, 20____.
4. The Initial Term shall terminate on _____.
5. The parties acknowledge and agree that Base Rent and Monthly Fixed Reimbursable Expenses are
amended as shown on Revised Addendum "Five" attached hereto.
6. _____.
7. Except as herein modified and amended, the remaining terms and provisions of the Lease shall
remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the date first
hereinabove set forth.

Landlord:

_____, a

By: _____

Name: _____

Title: _____

School:

_____, a

By: _____

Name: _____

Title: _____

Addendum "Five"

Base Rent and Monthly Fixed Reimbursable Expenses

Initial Term:	Annual Base Rent: *	Monthly Base Rent: *	<u>Monthly Fixed Reimbursable Expenses:**</u>
"RCD" to 6/30/2019	\$249,463.94 (\$ 5.87/sq. ft.)	\$ 20,788.66	\$1806.96
7/1/___ to 6/30/___	\$ _____/sq. ft.)	\$	\$
7/1/___ to 6/30/___	\$ _____/sq. ft.)	\$	\$
7/1/___ to 6/30/___	\$ _____/sq. ft.)	\$	\$
7/1/___ to 6/30/___	\$ _____/sq. ft.)	\$	\$

First Renewal Term:			
7/1/2019 to 6/30/2020	\$255,717.05 (\$ 6.02/sq. ft.)	\$21,309.75	\$244.04
7/1/___ to 6/30/___	\$ _____/sq. ft.)	\$	\$
7/1/___ to 6/30/___	\$ _____/sq. ft.)	\$	\$
7/1/___ to 6/30/___	\$ _____/sq. ft.)	\$	\$
7/1/___ to 6/30/___	\$ _____/sq. ft.)	\$	\$

Second Renewal Term:			
7/1/2020 to 6/30/2021	\$ 262,102.27 (\$6.17_/sq. ft.)	\$21,846.86	\$1806.96
7/1/___ to 6/30/___	\$ _____/sq. ft.)	\$	\$
7/1/___ to 6/30/___	\$ _____/sq. ft.)	\$	\$
7/1/___ to 6/30/___	\$ _____/sq. ft.)	\$	\$
7/1/___ to 6/30/___	\$ _____/sq. ft.)	\$	\$

* The annual Base Rent is based on the square foot prices reflected in parenthesis multiplied by School's Rentable Area.

** The Monthly Fixed Reimbursable Expenses are based on School's Pro Rata Share of the total Reimbursable Expenses for the Complex.

_____ (*select if School is to pay annual adjustments in Reimbursable Expenses*). The Monthly Fixed Reimbursable Expenses shall be adjusted annually based on Section 4.02 of the GLT ("Annual Adjustments to Reimbursable Expenses").

"RCD" - Rent Commencement Date

Addendum "Six"

School's Insurance

(To be attached)

**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE
(PRIVATE FACILITIES)**

PART "B"

DEFINITIONS

"Acknowledgment of Revised Provisions" means Addendum "Four".

"Actual Prior Year Reimbursable Expenses" is defined in Section 4.02(a).

"Additional Rent" means the Monthly Fixed Reimbursable Expenses, Annual Adjustments to Reimbursable Expenses and all other amounts due by School under the terms of this Lease, except Base Rent.

"Alterations by School" is defined in Article IX.

"Annual Adjustments to Reimbursable Expenses" is defined in Addendum "Five" and Section 4.02.

"Anti-Donation Clause" means Article IX, Section 14 of the New Mexico Constitution.

"Base Rent" is defined in Paragraph N(i) of the SLP and Addendum "Five".

"Board" means the governing body of School.

"Building(s)" means the building(s) within the Complex.

"Building Area" means the square footage of the Building(s) measured to and from the exterior or outside of perimeter walls and to and from the centerline of party walls.

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

"Charter Expiration Date" is defined in Paragraph M of the SLP.

"Charter School Act" means Sections 22-8B-1, et seq. NMSA 1978, as amended.

"Common Areas" is defined as all areas within the boundaries of the Complex, including, without limitation, all driveways, drive aisles, curbs, gutters, landscaping, street lights, parking areas and sidewalks, and including the foundations, roof, exterior walls and all other structural components of the Building(s), excluding only the interior and non-structural portions of the Premises and any other structures or Improvements intended for the non-exclusive use of School and all other tenants or occupants of the Building(s) and/or the Complex.

"Complex" is defined in Paragraph E of the SLP.

"Complex Rentable Area" is set forth in Paragraph E of the SLP.

"Contingency Termination Date" is defined in Paragraph S of the SLP.

"Delivery of Possession" is defined in Section 7.02(a).

"Educational Occupancy Standards" shall be effective until July 1, 2015, and means the requirements of New Mexico Construction Codes for the use and occupancy of the Premises and Common Areas for a school, or if applicable, Section 22-8B-4.2 F(2) NMSA 1978, as amended.

"Effective Date" is the date the last of Landlord and School fully execute this Lease.

"Estimated Actual Expenses" is defined in Section 4.02(c).

"Event(s) of Default" is defined in Section 16.01(a).

"Event of Nonappropriation" is defined in Section 6.03.

"Exclusive Use Area(s)" are shown on Addendum "Two" and mean those areas outside the Premises and within the Complex which are for the exclusive use of School.

"First Mortgage" means any bonafide first mortgage or deed of trust secured by the Complex and/or the Premises whether existing on the Effective Date or thereafter during the Lease Term.

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

"Force Majeure" shall mean any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, terrorism, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes (except financial) beyond the reasonable control of the party obligated to perform, shall excuse the performance by that party for a period equal to the prevention, delay or stoppage; provided the party prevented, delayed or stopped shall have given the other party written notice thereof within thirty (30) days of such event causing the prevention, delay or stoppage.

"GLT" is the General Lease Terms.

"Hazardous Materials" is defined in Section 15.02.

"Hazardous Materials Laws" is defined in Section 15.02.

"Improvements" means the Building(s), site improvements, equipment and fixtures constituting real property located in, on or under the Land, as same may be constructed, removed, altered or otherwise renovated pursuant to the terms of this Lease.

"Initial Term" is defined in Paragraph L(i) of the SLP.

"Land" is defined in Paragraph E of the SLP and Addendum "One".

"Landlord" is defined in Paragraph A of the SLP.

"Landlord's Broker" is defined in Paragraph R of the SLP.

"Landlord's Insurance" is defined in Section 12.01.

"Landlord's Work" is defined in Paragraph H of the SLP and Addendum "Three".

"Lease" is this Charter School Lease, and it includes all addenda, amendments, exhibits or supplements hereto.

"Lease Term" is the Initial Term and all Renewal Terms.

"Modified Gross Lease" is defined in Section 2.02(c).

"Monthly Fixed Reimbursable Expenses" is defined in Paragraph N(ii) of the SLP and Addendum "Five".

"Net Proceeds" is defined as: (i) the gross proceeds received: (a) from any insurance, performance bond or condemnation award or in lieu payment regarding the Premises or the Complex, or (b) as a consequence of any default or breach of warranty under any contract relating to the Premises or the Complex, minus (ii) expenses incurred in the collection of such gross proceeds or awards.

"NMPSFA" means the New Mexico Public Schools Facilities Authority.

"NMPSIA" means the New Mexico Public Schools Insurance Authority.

"Outside Term Commencement Date" is defined in Paragraph K(i)(b)(2) of the SLP.

"Overpayment of Reimbursable Expenses" is defined in Section 4.02(b).

"Parking" is defined in Paragraph Q of the SLP.

"Parking Exclusive Use Area" is defined in Paragraph Q(ii) of the SLP and Addendum "Two".

"PEC" is the Public Education Commission of the State of New Mexico.

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

"Permitted Use" is defined in Paragraph I of the SLP.

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

"Premises" is defined in Paragraph F of the SLP.

"Prior Year Reconciliation" is defined in Section 4.02(a).

"PSCOC" means the Public School Capital Outlay Council.

"Real Estate Related Taxes" is defined in Article XI.

"Reference Date Only" is the dated reflected in the first paragraph of this Lease.

"Reimbursable Expenses" is defined in Paragraph N(ii) of the SLP and Addendum "Five".

"Renewal Option" is defined in Section 3.03.

"Renewal Term(s)" is defined in Paragraph L(ii) of the SLP.

"Rent Commencement Date" is defined in Paragraph K(ii) of the SLP.

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

"Scheduled Term Commencement Date" is defined in Paragraph K(i)(b)(1) of SLP.

"School" is defined in the Paragraph C of the SLP.

"School's Broker" is defined in Paragraph R of the SLP.

"School's Insurance" is defined in Paragraph O of the SLP and Addendum "Six"

"School's Pro Rata Share" is defined in Paragraph G of the SLP.

"School's Rentable Area" is set forth in Paragraph F of the SLP.

"Security Deposit" is defined in Paragraph P of the SLP.

"Shortfall in Reimbursable Expenses" is defined in Section 4.02(b).

"SLP" is the Specific Lease Provisions.

"State" means the State of New Mexico.

"Statewide Adequacy Standards" shall be effective July 1, 2015, for new leases and renewals of existing leases, and means the standards established in Sections 6.27.30.1 -.19 NMAC related to the use of the Premises and Common Areas for a school, and which standards Landlord is obligated to maintain at no additional cost to School or the State, or if applicable, Section 22-8B-4.2 F(2) NMSA 1978, as amended.

"Substantial Completion" is defined in Addendum "Three".

"Tenant Improvements" is defined in Paragraph H of the SLP and Addendum "Three".

"Tort Claims Act" is the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended.

"Utility CAM Costs" means all costs of utilities for the Common Areas and utility costs related to the Premises which are not separately metered and are not paid directly by School.

**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE
(PRIVATE FACILITIES)**

PART "C"

GENERAL LEASE TERMS

RECITALS

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

II. Landlord is the owner of the Complex, which includes the Premises.

III. School has determined it is in the best interests of School to lease the Premises from Landlord pursuant to this Lease, and the "Board" has duly authorized entering into this Lease; and Landlord has determined it is in the best interests of Landlord to lease the Premises to School pursuant to this Lease, and Landlord has duly authorized entering into this Lease.

IV. The terms and provisions of Part "A", Specific Lease Provisions (SLP), which contains the variable provisions of this Lease, are incorporated herein.

V. Part "B", Definitions, is incorporated herein.

VI. This Part "C", General Lease Terms, shall not be modified, except by language in Part "A", Special Lease Provisions, and addenda, amendments and exhibits referenced therein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, it is agreed as follows:

ARTICLE I

DEFINITIONS

The capitalized terms in the SLP and the GLT shall have the definitions provided for in Part "B" Definitions.

ARTICLE II

**REPRESENTATIONS, COVENANTS, WARRANTIES; ACKNOWLEDGMENTS;
CONTINGENCIES**

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

(a) Landlord (i) (if an entity) is duly organized, existing and in good standing under the laws of the State, (ii) is the owner of the Complex, and (iii) (if an entity) is duly authorized, by its governing body and applicable law, to own the Complex, to lease the Premises to School and to execute, deliver and perform its obligations under this Lease.

(b) As of the Term Commencement Date, the Premises complies with or will comply with all Requirements of Law, including applicable Educational Occupancy Standards or Statewide Adequacy Standards. Landlord further warrants that, if applicable, Landlord's Work has been or will be completed in accordance with Addendum "Three".

(c) Landlord has no conflict of interest with School or other third parties involving this Lease, or that have not been disclosed, reviewed and accepted by Board pursuant to Requirements of Law.

(d) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or will result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Landlord is now a party, or which is binding on Landlord.

Section 2.02. Landlord Acknowledgment. Landlord acknowledges and recognizes that:

(a) This Lease will be terminated upon the occurrence of an Event of Nonappropriation;

(b) This Lease will be terminated upon nonrenewal or revocation of School's charter; and

(c) This is a "Modified Gross Lease", meaning, as to operating costs for the Premises and Complex (including all maintenance, repairs and replacements, ad valorem taxes, insurance and utilities), except for the Base Rent, Monthly Fixed Reimbursable Expenses, utilities separately metered to School, janitorial services for the Premises, School's insurance, personal property taxes of School, specific obligations related to indemnity by School and the tortious conduct of School, and as otherwise expressly provided in this Lease, School shall only be liable for Annual Adjustments to Reimbursable Expenses if noted in Addendum "Five" and such adjustments shall be pursuant to Section 4.02.

Section 2.03. Representations, Covenants and Warranties by School. School represents, covenants and warrants that:

(a) School is a public charter school duly authorized by the PEC or local school board, and duly organized and validly existing under the laws of the State.

(b) State law authorizes School to lease, operate and maintain the Premises, to enter into this Lease and the transactions contemplated herein, and to carry out its obligations under this Lease, subject to the limitations and conditions stated, and the availability of sufficient appropriations and revenues therefor.

(c) The representatives of School executing this Lease have been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of the Board or by other appropriate official action.

(d) School is not aware of any current violations of any Requirements of Law relating to the Premises, and School has complied with all Requirements of Law with respect to this Lease and all other Requirements of Law.

(e) School has appropriated sufficient monies in its operating budget to pay the Base Rent and Additional Rent estimated to be payable in the current Fiscal Year, related to this Lease.

Section 2.04 Contingencies. If any contingencies are provided for in Paragraph S of the SLP, the party benefitted thereby may terminate this Lease on or before the Contingency Termination Date if the stated contingency(ies) fails, by providing written notice to the other party, in which event this Lease shall terminate and the Security Deposit and all other prepayments by School shall be returned to School unless otherwise provided for herein. In the event of termination as provided for in this Section 2.04, neither party shall have any further obligations under the terms of this Lease, except as to matters which specifically survive termination. If the party benefitted by the contingency(ies) does not terminate this Lease prior to the Contingency Termination Date, any such contingencies shall be deemed waived, and this Lease shall remain in full force and effect.

ARTICLE III

DEMISE OF PREMISES; LEASE TERM; RENEWAL OPTION

Section 3.01. Demise of Premises. Landlord hereby leases to School and School leases from Landlord, on the terms and conditions set forth herein, the Premises for the Lease Term, including the Exclusive Use Areas, together with the nonexclusive right to use the Common Areas.

Section 3.02 Lease Term. The Lease Term shall commence on the Term Commencement Date and shall expire on the earlier of any of the following events:

- (a) the last day of the month in which the final Base Rent payment is scheduled to be paid;
- (b) June 30 of any Fiscal Year during which an Event of Nonappropriation has occurred;
- (c) termination of this Lease following an Event of Default in accordance with Article XVI; or
- (d) the final effective date of any nonrenewal/revocation of School's charter by the applicable authorities.

Section 3.03. Renewal Option. School shall have the option to extend the Initial Term for the Renewal Term(s) on the same terms and conditions as provided for in this Lease for the Initial Term, except that the Base Rent, the Monthly Fixed Reimbursable Expenses and the Annual Adjustments to Reimbursable Expenses for each Renewal Term shall be as set forth in Addendum "Five" ("Renewal Option"). Each Renewal Option shall be exercised in writing delivered to Landlord not later than ninety (90) days prior to the expiration of the Initial Term or current Renewal Term, as applicable. Notwithstanding the foregoing, if School does not exercise a Renewal Option within the applicable ninety (90) day period, Landlord shall send written notice to School so notifying School, and School shall have fifteen (15) days after the receipt of said notice to exercise the Renewal Option.

Section 3.04. Effect of Termination of Lease Term. Upon termination of the Lease Term:

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

(b) If the termination occurs because of the occurrence of an Event of Default, School's right to possession of the Premises hereunder shall terminate and (i) School shall, within ninety (90) days, vacate the Premises; and (ii) if and to the extent the Board has appropriated funds for payment of Base Rent, Monthly Fixed Reimbursable Expenses and other Additional Rent payable during the Lease Term prior to termination, and with respect to School's use of the Premises during the period between termination of the Lease Term and the date the Premises are vacated, School shall pay such Base Rent, Monthly Fixed Reimbursable Expenses and other Additional Rent to Landlord.

(c) If the termination occurs because of the occurrence of an Event of Nonappropriation or the nonrenewal of School's charter, the termination shall be effective as of the last day of the then current Fiscal Year or upon the effective date of the revocation of School's charter in the case of revocation.

ARTICLE IV

BASE RENT; REIMBURSABLE EXPENSES; SECURITY DEPOSIT

Section 4.01 Base Rent; Reimbursable Expenses. From and after the Rent Commencement Date, School shall pay the Base Rent and Monthly Fixed Reimbursable Expenses in monthly installments, on or before the first day of each month, without demand. Should the Rent Commencement Date occur on a day other than the first day of a calendar month, then the monthly installment of Base Rent and Monthly Fixed Reimbursable Expenses for the first fractional month shall be equal to 1/30th of the monthly installment of Base Rent and Monthly Fixed Reimbursable Expenses for each day from the Rent Commencement Date to the end of the partial month.

Section 4.02 Annual Adjustments to Reimbursable Expenses (applicable only if selected in Addendum "Five").

(a) On or before August 1st of each year after the first Fiscal Year of the Lease Term, Landlord shall deliver to School a reconciliation for the prior Fiscal Year ("Prior Year Reconciliation") of the Monthly Fixed Reimbursable Expenses paid by School, and the actual amount of School's Pro Rata Share of the Reimbursable Expenses paid by Landlord ("Actual Prior Year Reimbursable Expenses").

(b) Unless School paid the Actual Prior Year Reimbursable Expenses, the Annual Adjustments to Reimbursable Expenses shall apply, as follows: (i) If the Prior Year Reconciliation reveals that the Actual Prior Year Reimbursable Expenses exceeds the Monthly Fixed Reimbursable Expenses paid by School for such preceding Fiscal Year ("Shortfall in Reimbursable Expenses"), School shall pay Landlord the difference in a lump sum within thirty (30) days of receipt of the Prior Year Reconciliation, if adequate funds have been appropriated to pay said amount; or (ii) If the Prior Year Reconciliation reveals that the Actual Prior Year Reimbursable Expenses are less than the Monthly Fixed Reimbursable Expenses paid by School for such preceding Fiscal Year ("Overpayment of Reimbursable Expenses"), Landlord shall credit such overpayment toward the Base Rent and Monthly Fixed Reimbursable Expenses next coming due under this Lease.

(c) To facilitate budgeting for a Shortfall in Reimbursable Expenses, on or before March 1st of each year, Landlord shall deliver to School an estimate of School's Pro Rata Share of the projected total Reimbursable Expenses through June 30 of the current Fiscal Year based on nine (9) months of data, as well as any Shortfall in Reimbursable Expenses for the prior Fiscal Year, if applicable ("Estimated Actual Expenses").

(d) In the event the Lease Term has expired and School has vacated the Premises, no Prior Year Reconciliation shall apply.

(e) PED, NMPSFA, School and their duly authorized representatives shall have the right to audit and copy the records of Landlord related to School's Pro Rata Share of Reimbursable Expenses and Annual Adjustments to Reimbursable Expenses with respect to any Fiscal Year within twelve (12) months following receipt of the applicable Prior Year Reconciliation for such Fiscal Year, upon not less than ten (10) days' prior written notice to Landlord, during normal business hours at Landlord's business office. In the event School, in good faith, disputes the accuracy of any Prior Year Reconciliation on the basis of any such audit, such dispute must be alleged in reasonable detail in written notice to Landlord within one hundred twenty (120) days following School's completion of such audit. If the Actual Prior Year Reimbursable Expenses are determined to have been overstated by Landlord for any Fiscal Year, Landlord shall refund the Overpayment of Reimbursable Expenses to School within thirty (30) days of Landlord's receipt of the audit, and pay the reasonable costs of School's audit.

Section 4.03 Security Deposit. Landlord in its discretion and from time to time and at any time shall be entitled to apply any portion or all of the Security Deposit for reimbursement or satisfaction of any and all Events of Default by School and/or any and all damages, losses, attorneys' fees, costs or expenses of Landlord resulting therefrom, including those not remedied by School within the period, if any, expressly provided for in this Lease for such remedial action. Upon Landlord giving School notice of any such application of the Security Deposit, School shall, within thirty (30) days thereafter, pay to Landlord a sum sufficient to restore the amount of the Security Deposit to the amount set forth in the SLP. Within thirty (30) days following expiration of the Lease Term (except as otherwise provided by law), Landlord shall refund to School any balance of the Security Deposit remaining on deposit with Landlord which has not been applied to reimbursement or satisfaction of the foregoing items, and Landlord shall have no further liability with respect to the Security Deposit. Interest shall not be payable or paid on the Security Deposit or any balance thereof, unless otherwise required by law. Landlord shall not be required to segregate the Security Deposit in a separate account.

ARTICLE V

USE; COMMON AREAS; EXCLUSIVE USE AREAS; QUIET ENJOYMENT

Section 5.01. Use. The Premises shall only be used for the Permitted Use, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. School shall comply with all Requirements of Law related to the Premises and its use thereof, and School shall not take any action that would constitute a nuisance, nor permit any unlawful practice to be carried on or committed at the Premises.

Section 5.02. Common Areas; Exclusive Use Areas. School shall have the non-exclusive right to use the Common Areas in conjunction with the other tenants and occupants of the Complex. School shall have the exclusive right to use the Exclusive Use Areas.

Section 5.03. Quiet Enjoyment. Landlord covenants that School, on paying the Base Rent and Additional Rent, and performing the covenants of this Lease shall and may peaceably and quietly have, hold and enjoy the Premises for the Lease Term.

ARTICLE VI
LIMITATIONS ON OBLIGATIONS OF SCHOOL;
APPROPRIATION AND NONAPPROPRIATION OF FUNDS

Section 6.01. Limitations on Obligations of School.

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

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

(c) No provision of this Lease shall be construed or interpreted (i) to directly or indirectly obligate 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 School within the meaning of the Anti-Donation Clause or any other constitutional or statutory limitation or provision; (iii) as a delegation of powers by School; (iv) as a loan or pledge of the credit or faith of School or as creating any responsibility by School for any debt or liability of any Person within the meaning of the Anti-Donation Clause; or (v) as a donation or grant by School to, or in aid of, any Person within the meaning of the Anti-Donation Clause.

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

(e) Notwithstanding any other provision of this Lease, School shall be under no obligation to pay Base Rent, Monthly Fixed Reimbursable Expenses or other Additional Rent or any other amount(s) on any portions of the Premises used for school activities that have not been certified pursuant to the Educational Occupancy Standards or the Statewide Adequacy Standards, as applicable, and all payments by School contemplated under this Lease are expressly conditioned upon the portions of the Premises used for school purposes satisfying said Educational Occupancy Standards or Statewide Adequacy Standards, as applicable.

Section 6.02. Appropriation. School shall include in each annual budget proposal submitted to the Board during the Lease Term, the entire amount of Base Rent and Monthly Fixed Reimbursable Expenses scheduled to be paid, and the estimated Shortfall in Reimbursable Expenses and other Additional Rent to be payable during the next ensuing Fiscal Year; it being the intention of School that any decision to continue or to terminate this Lease shall be made solely by the Board, in its sole discretion, and not by any other official of School.

Section 6.03. Event of Nonappropriation. An "Event of Nonappropriation" shall be deemed to have occurred:

(a) On June 30 of any Fiscal Year if the State legislature or School has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Base Rent and all Monthly Fixed Reimbursable Expenses scheduled to be paid, and as applicable, any Shortfall

in Reimbursable Expenses and other estimated Additional Rent to be payable in the next ensuing Fiscal Year; or

(b) If:

(i) Damage to, a material defect in, or loss of title to the Premises pursuant to Article XIII, Section (a) has occurred, and

(ii) the Net Proceeds received as a consequence of such event are not sufficient to repair, restore, modify, improve or replace the Premises in accordance with Article XIII, Section (c), and

(iii) School has not appropriated amounts sufficient to proceed under Article XIII, Section (c) (ii) by June 30 of the Fiscal Year in which such event occurred or by June 30 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Premises becomes apparent, on June 30 of the Fiscal Year in which such event occurred or on June 30 of any subsequent Fiscal Year in which such insufficiency became apparent, as applicable.

ARTICLE VII

LANDLORD WORK; DELIVERY OF POSSESSION; CONDITION OF PREMISES; EARLY ACCESS TO PREMISES

Section 7.01. Construction of Landlord's Work. If applicable, Landlord shall cause Landlord's Work to be constructed in accordance with Addendum "Three". School shall cooperate at all stages to promote the efficient and expeditious completion of Landlord's Work.

Section 7.02. Delivery of Possession.

(a) "Delivery of Possession" of the Premises shall be deemed to occur on: (i) the Term Commencement Date, or (ii) if applicable, Substantial Completion of Landlord's Work and Landlord's written notification to School that School may take possession of the Premises, which date shall occur on or about the Scheduled Term Commencement Date, and not later than the Outside Term Commencement Date.

(b) If Landlord does not deliver possession of the Premises to School on or before the Term Commencement Date, or if applicable, the Outside Term Commencement Date, unless such failure is due to an Event of Default by School, or Force Majeure, Landlord shall be subject to liability for such failure, and the Term Commencement Date shall be extended one (1) day for each day of delay, but the expiration date of the Lease Term shall not be extended. Further, since the actual damages which School would sustain due to such a delay would be difficult to calculate, the parties agree that liquidated damages equal to two (2) days of Base Rent abatement for each day of delay would be a reasonable approximation of such damages. Provided further, School may terminate this Lease if Delivery of Possession of the Premises does not occur by the Term Commencement Date, or if applicable, the Outside Term Commencement Date by providing written notice thereof to Landlord. In such event, the Security Deposit and any other pre-payments by School shall be returned to School and the parties shall have no further obligations under the terms of this Lease, except for those matters which specifically survive termination.

(c) Landlord warrants that as of the Term Commencement Date, the portion of the Premises to be used for school activities complies or will comply with applicable Educational Occupancy Standards or Statewide Adequacy Standards, and that the Premises complies or will comply with all other Requirements of Law.

Section 7.03 Early Access to Premises. School will have the right to enter the Premises before the Term Commencement Date to install fixtures and equipment, provided however, such access shall be subject to: (a) School coordinating with Landlord; (b) School providing Landlord evidence that all insurance required of School in Article XII has been obtained; and (c) such access shall be subject to the provisions of this Lease, except that the payment of Base Rent and Monthly Fixed Reimbursable Expenses shall not be due prior to the Rent Commencement Date. School's early access shall not unreasonably interfere with Landlord's Work.

ARTICLE VIII

REPAIRS AND MAINTENANCE; LIENS; RIGHT OF ACCESS

Section 8.01. Repairs and Maintenance by Landlord.

(a) During the Lease Term, Landlord shall be responsible for maintaining in good condition (to Educational Occupancy Standards and Statewide Adequacy Standards, as applicable), including repairs and replacements, the roof (including currently contemplated repairs to the roof), major components of the HVAC system (including currently contemplated repairs to major components of the HVAC system), foundations and exterior walls of the Buildings housing the Premises, electrical, plumbing and drainage systems servicing the Premises for repairs in excess of \$2500, and any necessary repaving of parking areas, except as otherwise provided for in Section 8.02, and damage due to fire or casualty, to the extent this Lease requires Landlord to insure against such fire or casualty. All repairs and maintenance to be made by Landlord shall be at Landlord's risk and expense.

(b) Landlord's obligations for maintenance, repairs and replacements, except as otherwise provided for in Section 8.02, shall be without reimbursement by School in excess of Monthly Fixed Reimbursable Expenses and Annual Adjustments to Reimbursable Expenses, if applicable.

(c) Further, if at any time during the Lease Term, the Requirements of Law shall mandate that certain renovations or Improvements be made to the Premises and/or Complex, which do not result from the use of the Premises for a school, Landlord shall bear the cost of making the renovations and Improvements without reimbursement from School.

(d) If, within seven (7) days after written notice by School to Landlord (or such shorter time as may be required in an emergency or pursuant to the Requirements of Law), Landlord fails to provide any of the maintenance, repairs or replacements required of Landlord, and/or fails to complete the same with reasonable diligence, then School may, at its option, provide such maintenance, repairs or replacements and the costs thereof may be deducted from succeeding Base Rent and Monthly Fixed Reimbursable Expenses and other Additional Rent payable hereunder.

Section 8.02. Repairs and Maintenance by School.

(a) Subject to the obligations of Landlord set forth in Section 8.01, School shall be responsible for maintaining the interior of the Premises in good condition (to Educational Occupancy Standards and Statewide Adequacy Standards, as applicable) and all of the Common Areas, including parking areas except for repaving, landscaping and exterior lighting, including repairs and replacements, reasonable wear and tear, and loss due to casualty and eminent domain excepted, including providing for janitorial services and a maintenance contract for the HVAC system. School shall also be liable for maintenance, repair and replacement obligations arising as a result of the tortious conduct of School, its employees, students, agents or representatives, subject to the waiver of subrogation provided for herein.

(b) Further, if at any time during the Lease Term, the Requirements of Law shall mandate that certain renovations or Improvements be made to the Premises and/or Complex, which result from the use of the Premises for a school, School shall bear the cost of making the renovations and Improvements without reimbursement from Landlord.

Section 8.03. Liens and Encumbrances.

(a) School shall keep the Premises free and clear of all mechanics' liens and other liens or encumbrances on account of work done for School or Persons claiming under it. If any such lien shall at any time be filed against the Premises, School shall cause the same to be discharged within sixty (60) days after the recording thereof; provided, however, in the event School is contesting such lien in good faith, School shall have the right to discharge such lien by posting a bond with the applicable State court. If School shall fail to cause the same to be discharged within said sixty (60) day period, then, in addition to any other right or remedy of Landlord resulting from School's said default, Landlord may, but shall not be obligated to, following seven (7) days written notice to School, discharge the same either by paying the amount claimed to be due, procuring the discharge of such lien by giving security, or in such other manner as is, or may be, prescribed by law. School shall repay to Landlord, as Additional Rent, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this Section 8.03 (a), including all costs, expenses and attorneys' fees incurred by Landlord in connection therewith. Nothing contained herein shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' lien or other lien law.

(b) Should any claim of lien be filed against the Premises or any action affecting the title to the Premises be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

(c) Landlord shall have the right to post and keep posted upon the Premises notices of non-responsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. School shall, before the commencement of any work which might result in any such lien, give Landlord written notice of its intention to do so in sufficient time to enable the posting of such notices.

Section 8.04 Right of Access. Landlord, its agents, servants and employees shall have the right to enter the Premises: (i) during school hours, upon reasonable prior notice to School, and in the presence of School's personnel for the purpose of inspecting the same to ascertain whether School is performing the covenants of this Lease; and (ii) after school hours, including in the event of an emergency, for the purpose of undertaking required maintenance, repairs, alterations or additions. Landlord agrees to cause as little inconvenience as reasonably possible to School, its employees, students and invitees in connection therewith.

ARTICLE IX

ALTERATIONS BY SCHOOL; SIGNAGE

Section 9.01 Alterations by School. Subject to the limitations of the Anti-Donation Clause, School shall have the right to make structural and non-structural changes and Improvements to the then existing Premises, as School shall desire ("Alterations by School"). Provided however, any Alterations by School that affect mechanical, plumbing, electrical, or other Building systems, are structural, or impact the square footage of the then existing Premises shall be subject to Landlord's prior approval, in its reasonable

discretion. All Alterations by School shall be completed in a good and workmanlike manner and in material compliance with all Requirements of Law, at School's sole expense.

Section 9.02 Signage. School shall have the right, at its expense, to install signage within the Complex which complies with all Requirements of Law, and which has been approved by Landlord, in its reasonable discretion.

ARTICLE X

UTILITIES

School, at School's sole cost, shall before delinquency pay all deposits and bills for utilities delivered to the Premises, and which are separately metered and billed during the Lease Term (including, without limitation, gas, electric, water, sewer, telephone, data, internet, TV and trash removal). Utilities that are not separately metered and billed to the Premises, and which service the Premises or the Common Areas shall be billed to School as Reimbursable Expenses pursuant to Article IV. Landlord shall be responsible for all curative expenses with respect to the quality, quantity or interruption of such services, if said problems are related to the negligent or intentional acts or omissions of Landlord, its employees, agents, contractors and representatives, or in the event the provision of the utility services does not meet the Requirements of Law and the cause is the distribution system within the Complex.

ARTICLE XI

TAXES

Beginning on the Term Commencement Date, School shall pay to Landlord as Monthly Fixed Reimbursable Expenses, School's Pro Rata Share of all real property taxes and assessments (including ad valorem taxes, general and special assessments, parking surcharges, any tax or excise on rents and any tax or charge for governmental services such as street maintenance or fire protection) payable with respect to the Complex, including the Premises and any Improvements constructed thereon, and any other tax or charge that is in lieu of or a substitute for any of such taxes or charges (such as gross receipts taxes on rent) which are levied or assessed against the Complex, including the Premises, and taxes on the personal property and equipment located in or on the Common Areas (collectively "Real Estate Related Taxes"). Notwithstanding the foregoing, if the Premises are not separately assessed for ad valorem taxes and the local assessor exempts the Premises from taxation, School shall not be responsible for Real Estate Related Taxes for the remaining portion of the Complex.

If School is subject to the payment of Annual Adjustments to Reimbursable Expenses, School may contest an assessment or tax bill related to the Real Estate Related Taxes by providing written notice to Landlord. Any such contest shall be at School's sole cost and expense; provided further that School shall be required to pay any taxes or post a bond to ensure no penalties or interest are assessed as a result of any such contest.

School shall also pay, prior to delinquency, all taxes, assessments, license fees and public charges or levies, assessed or imposed upon School's business operations, trade fixtures, leasehold improvements, equipment, merchandise and other personal property in or on the Premises.

ARTICLE XII

INSURANCE

Section 12.01. Insurance. On or before the Term Commencement Date, School will obtain and maintain during the Lease Term the following coverages:

(a) Commercial property insurance covering the Building(s), business personal property and other contents of the Building(s), tenant improvements and betterments. The amount of coverage shall equal the full estimated replacement cost of the Building(s) and business personal property and other contents of the Building(s), tenant improvements and betterments. The commercial property insurance shall be an "all risk specialty policy," including but not limited to coverage for fire, windstorm, hail, smoke, explosion, riot or civil commotion, as required by Section 13-5-3, NMSA 1978.

(b) Equipment breakdown insurance covering the Building(s)' boilers and machinery equipment from loss or damage caused by the explosion of steam boilers.

(c) Commercial general liability insurance with coverage limits of not less than \$750,000.00 per occurrence, as provided by the New Mexico Tort Claims Act, NMSA 1978, § 41-4-19.

Section 12.02. Additional Insured. Landlord shall be named as an additional insured on the commercial general liability coverage obtained pursuant to Section 12.01(c). Landlord may also seek additional insurance, for the coverages listed in Section 12.01, and any other coverages it deems appropriate, ("Landlord's Insurance"), which shall be included in Monthly Fixed Reimbursable Expenses to the extent reflected in Addendum Five.

Section 12.03. Loss Payee. At Landlord's election, either the Landlord or the mortgagee of any mortgage granted on the Premises by the Landlord shall be named as loss payee as their interests may appear for any coverage obtained pursuant to Section 12.01(a).

Section 12.04. Landlord's Insurance. Nothing in this Lease shall be deemed to prevent Landlord from seeking additional insurance, at its own expense, for the coverages listed in Section 12.01 and any other coverages it deems appropriate.

Section 12.05 Policies. All insurance provided for under this Lease shall be effected under valid enforceable policies issued by insurers of recognized responsibility and licensed to do business in the State of New Mexico or under memoranda of coverage issued by the New Mexico Public School Insurance Authority pursuant to the Public School Insurance Authority Act, Sections 22-29-1, *et seq.* NMSA 1978. Certificates of such insurance shall be delivered to the other party, and upon written request, the original or certified copies of policies shall be provided to the other party. At least ten (10) days prior to the expiration date of any policy, the certificate of renewal (or other proof of renewal of insurance) for such insurance shall be delivered to the other party. [memorandum of coverage with NMPSIA]

Section 12.06. Waiver of Subrogation. Landlord and School hereby waive any recovery of damages against each other (including their employees, officers, directors, agents or representatives) for loss or damage to the Building(s), Premises, Improvements, betterments, fixtures, equipment, and any other personal property to the extent covered by the commercial property insurance or equipment breakdown insurance required above. Further, Landlord and School waive all rights against each other and their agents, officers, directors and employees for recovery of damages to the extent the damages are covered by the workers compensation and employers liability insurance obtained by Landlord or School and related to this Lease. Landlord and School shall obtain endorsements to their policies to effect the waiver of subrogation provided for in this Section 12.04.

ARTICLE XIII

DAMAGE AND DESTRUCTION; CONDEMNATION; LOSS OF TITLE

(a) If (i) the Premises (or any portion thereof) is destroyed or damaged by fire or other insured casualty, (ii) title to, or the temporary or permanent use of, the Premises (or any portion thereof) or the interest of School or Landlord in the Premises (or any portion thereof), is taken under the exercise of the power or threat of eminent domain by any governmental body or by any Person acting under governmental authority, (iii) a breach of warranty or any material defect with respect to the Premises (or any portion thereof) becomes apparent or (iv) title to or the use of the Premises (or any portion thereof) is lost by reason of a defect in the title thereto, then, the Net Proceeds of any insurance, performance bond or condemnation award or the Net Proceeds received as a consequence of any default or breach of warranty under any contract relating to the Premises or the Complex shall be deposited into a special trust fund held by Landlord and School, as their interests may appear. Base Rent and Monthly Fixed Reimbursable Expenses shall abate during such period of time as to the Premises or any portions thereof that do not meet the Educational Occupancy Standards, or Statewide Adequacy Standards, as applicable, and as to any other portions of the Premises, as is reasonable.

If the Premises, or substantial portions thereof are destroyed or substantially damaged so as to substantially impair School's uses for educational purposes, and the destruction or damage to the Premises cannot be substantially restored within ninety (90) days from the time of such damage or destruction, then School or Landlord shall have the right to terminate this Lease.

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

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

(i) School may elect either:

(A) to direct Landlord to use the Net Proceeds promptly to repair, restore, modify or improve or replace the Premises (or portion thereof) with materials of a value equal to or in excess of the value of the Premises (or applicable portion thereof), and pay (subject to Article VI) as Additional Rent the costs thereof in excess of the amount of the Net Proceeds, or

(B) to terminate this Lease.

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

ARTICLE XIV

ASSIGNMENT; SUBLETTING

Section 14.01. Transfer of School's Interest in Lease and Premises. School may assign, transfer or convey School's interest in this Lease and the Premises without Landlord's consent, to any governmental entity, to any foundation or not-for-profit corporation created for the purpose of supporting School, to any corporation or limited liability company which controls, is controlled by or is under common control with School, or to any corporation or limited liability company resulting from a merger or consolidation with School, or to any Person which acquires all of the assets of School's business as a going concern, provided that: (1) the assignee assumes in full the obligations of School under this Lease, (2) School remains fully liable under this Lease, and (3) the use of the Premises remains unchanged. All other assignments, transfers and conveyances by School shall be permissible only with the prior written consent of Landlord (which consent shall not be unreasonably withheld or delayed).

Nothing in this Section 14.01 shall be deemed to prohibit, limit or restrict the School's power to enter into joint powers agreements as provided for in Sections 11-1-1, et seq. NMSA 1978, as amended, for shared use of the Premises.

Section 14.02. Subleasing by School. School may sublease or grant a right to use all or any portion of the Premises for the Permitted Use, without Landlord's consent; provided further that School remains fully liable under this Lease, and School shall maintain its direct relationship with Landlord, notwithstanding any such sublease, grant or use.

Section 14.03. Non-waiver. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings. Any attempted or purported assignment or sublease without Landlord's consent shall constitute an Event of Default.

Section 14.04. No Release. No assignment or subletting, whether with or without Landlord's consent shall relieve School from its covenants and obligations under this Lease.

Section 14.05. By Landlord. In the event of the transfer and assignment by Landlord of its entire interest in the Premises and this Lease to a Person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder, and School agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any Security Deposit given by School to secure performance of School's obligations hereunder may be assigned and transferred by Landlord to such successor in interest and Landlord shall thereby be discharged of any further obligation relating thereto.

ARTICLE XV

HAZARDOUS MATERIALS

Section 15.01. Landlord Warranties and Representations. Landlord warrants that, to the best of Landlord's knowledge, as of the Effective Date and the Term Commencement Date, there are no hazardous waste substances, toxic waste substances, radioactive waste substances, regulated substances, asbestos, PCBs or other substances (the word "substance" includes liquids, solids and gases) potentially dangerous to human health or the environment or which may require remedy at the behest of any governmental authority located on, in or under the Complex, including the Premises, and Landlord has received no notice and has no independent knowledge of the possible or actual disposal or use of any such substances on, in or under the Complex, including the Premises or any violation or claimed violation of the laws, rules and regulations relating to hazardous waste substances, toxic waste substances, radioactive waste substances, regulated substances, asbestos, PCBs or other similar substances; to the extent any of the above-mentioned substances are removed from or remediated at the Complex, including the Premises by the Landlord,

Landlord will also provide verification of such removal or remediation. Landlord warrants that, to the best of Landlord's knowledge, as of the Effective Date the Complex, including the Premises do not contain any underground treatment or storage tanks or gas or oil wells. Landlord shall indemnify and hold School harmless from, and defend School against any and all loss, cost or liability (including, without limitation, court costs, attorney's fees, consultant's fees, clean-up costs, fines, penalties, damages and amounts paid in settlement, and all direct, indirect, incidental or consequential losses incurred) arising out of any event or condition constituting a breach or inaccuracy of the representations and warranties set forth in this Section, or any liability, penalty, cleanup or remediation costs, etc., arising from the use or the condition of the Complex, including the Premises prior to the Term Commencement Date.

Section 15.02. Compliance with Hazardous Materials Laws. School and Landlord mutually agree that each shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection of the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any oil, petroleum products, flammable explosives, PCBs, asbestos, formaldehyde, radioactive materials or waste, or other hazardous toxins, contaminated or polluting materials, substances or waste, including, without limitations, any "hazardous substances", "hazardous materials", "toxic substances" or "regulated substance" under any such laws, ordinances or regulations (collectively, "Hazardous Materials").

Section 15.03. School Indemnity. Upon the Term Commencement Date and acceptance of the Premises by the School, and thereafter for the Lease Term, School shall be responsible to pay or otherwise satisfy any claim, written notice or demand, penalty, fine, settlement, loss, damage, cost, expense or liability made against Landlord or School directly or indirectly arising out of or attributable to the violation by School of any Hazardous Materials Law, orders, written notice or demand of governmental authorities, or the use, generation, manufacture, storage, release, threatened release, discharge, disposal, production, abatement or presence of Hazardous Materials on, under or about the Premises including, without limitation: the costs of any required or necessary investigation, repair, cleanup or detoxification of the Premises or other portions of the Complex; and the preparation and implementation of any closure, abatement, containment, remedial or other required plan and shall, subject to the limitations and waivers provided for in the Tort Claims Act and other Requirements of Law, indemnify Landlord and hold Landlord harmless from any such claim, demand, penalty, fine, settlement, loss, damage, cost, expense or liability.

Section 15.04. Remedial Action Required. Without the other party's prior written consent, which shall not be unreasonably withheld or delayed, a party shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise in response to any Hazardous Materials claim, which remedial action, settlement, consent or compromise might, in the other party's reasonable judgment, impair the value of said party's interest in the Premises; provided, however, that prior consent shall not be necessary in the event that: (a)(i) the presence of Hazardous Materials on, under, or about the Premises either poses an immediate threat or is of such a nature that an immediate remedial response is necessary, or (ii) any delay in taking such remedial action would result in the imposition of periodic or daily fines; and (iii) such action is required by government order; and (b) it is not possible to obtain the other party's consent before taking such action; provided that in such event notice, shall be given as soon as practicable of any action so taken.

Section 15.05. Survival of Landlord's and School's Indemnities, Obligations and Liabilities. School's and Landlord's indemnities, obligations and other liabilities under this Article XV shall survive the expiration or other termination of this Lease.

ARTICLE XVI

DEFAULTS AND REMEDIES

Section 16.01. Events of Default by School Defined.

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

(i) failure by School to pay any specifically appropriated Base Rent and Monthly Fixed Reimbursable Expenses within ten (10) days after the receipt of written notice from Landlord following the applicable due date;

(ii) failure by School to pay any other Additional Rent within thirty (30) days after the receipt of written notice (unless a shorter period is specifically provided for in this Lease) after the applicable due date and for which funds have been specifically appropriated;

(iii) failure by School to vacate the Premises, subject to the provisions of with Section 3.04;

(iv) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of School in all or any portion of this Lease or the Premises in violation of Sections 14.01 and 14.02 or any succession to all or any portion of the interest of School in the Premises in violation of Sections 14.01 and 14.02;

(v) failure by School to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsections (a) (i), (ii), (iii) or (iv) of this Section 16.01, for a period of thirty (30) days after written notice given to School by Landlord, and which specifies such failure and requesting that it be remedied; provided, however, that if the failure stated in the notice cannot reasonably be corrected within said thirty (30) day period and corrective action shall be instituted within said thirty (30) day period and diligently pursued until the default is corrected, no Event of Default shall occur;

(vi) School shall (A) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of School or of all or a substantial part of the assets of School, (B) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (C) make a general assignment for the benefit of creditors, (D) have an order for relief entered against it under applicable federal bankruptcy law, or (E) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against that party in any bankruptcy, reorganization or insolvency proceeding; or

(vii) an order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of School or of all or a substantial part of the assets of School, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days.

(b) The provisions of subsection (a) of this Section 16.01 are subject to the following limitations:

(i) School shall be obligated to pay Base Rent and Additional Rent only during the Lease Term, except as otherwise expressly provided in Section 3.04; and

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

Section 16.02. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, Landlord may take one or any combination of the following remedial steps:

(a) terminate the Lease Term and give notice to School to vacate the Premises, in the manner provided in Section 3.04.

(b) lease School's interest in all or any portion of the Premises; and/or

(c) recover from School:

(i) the portion of Base Rent and Additional Rent payable pursuant to Section 3.04; and

(ii) the portion of Base Rent for the then current Fiscal Year that has been reimbursed to the School by PSCOC, regardless of when School vacates the Premises;

(iii) the portion of the Additional Rent for the then current Fiscal Year that has been specifically appropriated by the Board, but only to the extent such Additional Rent is payable prior to the date, or is attributable to the use of the Premises prior to the date that School vacates the Premises and delivers the Premises to Landlord;

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

(e) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Premises under this Lease, subject, however, to the limitations on the obligations of School set forth in Section 6.01.

Section 16.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Landlord is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Landlord to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 16.04. Notice to Sublessee. Landlord shall provide written notice to the sublessee of a valid sublease under Article XIV of an Event of Default by School within five (5) days after the occurrence.

Section 16.05. Landlord's Default. If Landlord fails to perform any covenant, condition or agreement contained in this Lease within a reasonable period of time, not to exceed thirty (30) days after receipt of written notice from School specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within said thirty (30) day period and diligently pursue the cure to conclusion, then Landlord shall be liable to School for any damages sustained by School as a result of Landlord's breach. If, after notice to Landlord of default, Landlord (or any holder of a First Mortgage) fails to cure the default as provided herein, then School shall have the right to cure said default at Landlord's expense, and to either terminate this Lease or to withhold, reduce or offset any such amount against any payments of Base Rent and Additional Rent or any other charges due and payable under this Lease. No remedy herein conferred upon School is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

ARTICLE XVII

SUBORDINATION; ESTOPPEL

Section 17.01. Subordination. This Lease and the rights of School hereunder are expressly subordinate and subject to any First Mortgage now or hereafter encumbering the Premises and the Complex, including the Land, Building(s) and other Improvements included therein, or of which the Premises are a part, or any portions thereof, subject only to School's receipt of a written non-disturbance agreement (subject to School not being in default hereunder beyond applicable grace and cure periods) for the benefit of School, in a form reasonably acceptable to School. School shall execute and deliver to Landlord such documents (in a form reasonably acceptable to School) and take such further action as Landlord in its reasonable discretion deems necessary or advisable to confirm, effect, or maintain such subordination and non-disturbance within fifteen (15) Business Days after written request of Landlord or such First Mortgage holder.

Section 17.02. Estoppel. School agrees that it will from time to time within fifteen (15) Business Days after written request by Landlord execute and deliver to Landlord a written statement addressed to Landlord (or to a party designated by Landlord), which statement shall identify School and this Lease, shall certify that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), shall confirm the Term Commencement Date, the Rent Commencement Date, the Lease Term, the amount of Base Rent, Monthly Fixed Reimbursable Expenses and other sums due by School hereunder and the amount of the Security Deposit and any payments of Base Rent and Monthly Fixed Reimbursable Expenses more than one (1) month in advance of their due dates, or other deposits in the possession of Landlord, shall confirm to the best of its knowledge that Landlord is not in default as to any obligations of Landlord under this Lease (or if Landlord is in default specifying any default), and shall contain such other information or confirmations as Landlord may reasonably request.

ARTICLE XVIII

INDEMNITY

Section 18.01. Indemnification by School. Landlord releases and discharges School and its "public employees" as defined in the Tort Claims Act from any and all claims, damages and causes of action arising out of any damage to or destruction of the Premises where such damage or destruction was not caused by the willful act of School or any of its "public employees." Within the limits and subject to the provisions of the Tort Claims Act, School shall protect, defend, indemnify, and save harmless Landlord from all claims, actions, demands, liability and expense of loss of life, damage, or injury to persons or

property, proximately caused by School, its employees and volunteers acting within the scope of their duties pursuant to this Lease, except to the extent caused by the negligent or intentional acts or omissions of Landlord, its agents, representatives and employees. Nothing hereby shall be construed to waive or in any way abrogate immunities of the School preserved by the Tort Claims Act.

Section 18.02. Indemnification by Landlord. Except to the extent caused by the negligent maintenance of the Premises by the School, its employees and volunteers acting within the scope of their duties, Landlord shall protect, defend, indemnify, and save harmless School, its employees and volunteers acting within the scope of their duties from all claims, actions, demands, liability, and expense of loss of life, damage, or injury to persons or property, arising out of the negligent or intentional acts or omissions of Landlord, its agents, representatives, and employees.

Section 18.03. Survival of Indemnities. The indemnities contained in this Lease shall specifically survive the expiration of the Lease Term or earlier termination of this Lease.

Section 18.04. Limitations on Indemnities. No indemnities contained herein shall extend to those matters for which indemnification is prohibited pursuant to Section 56-7-1 NMSA 1978, as amended.

ARTICLE XIX

SURRENDER AND HOLDING OVER

Upon the expiration of the Lease Term, School shall deliver all keys to the Premises to Landlord and shall surrender the Premises to Landlord broom clean and in as good order and condition as existed on the Term Commencement Date, except for ordinary wear and tear and damage by fire or other casualty, and loss due to condemnation or threat of condemnation. In the event School continues to occupy the Premises after the expiration of the Lease Term, such occupancy shall be considered a tenancy from month-to-month at a rent equal to the Base Rent and Monthly Fixed Reimbursable Expenses due for the last full calendar month of the Lease Term, and such tenancy shall be upon and subject to all of the other terms, provisions, covenants and agreements set forth herein, including Section 3.04. Upon the expiration or termination of this Lease, School shall remove, at its expense, any trade fixtures and personal property of School in the Premises, and those Improvements and Alterations by School which were paid for by School and which would violate the Anti-Donation Clause if they were to remain; but any damage to the Premises caused by such removal shall be repaired by School at the time of the removal. Alternatively, Landlord shall reimburse School for the fair market value of the Improvements or Alterations by School which violate the Anti-Donation Clause and which are to remain as determined by the New Mexico Taxation and Revenue Department. All other Improvements to the Premises made by School shall become the property of Landlord.

ARTICLE XX

GENERAL PROVISIONS

Section 20.01. Notices; Demands; Calculation of Days. Any notice, demand or other communication required or permitted by law or any provision of the Lease to be given or served on either party shall be in writing, addressed to the address set forth in Paragraphs B and D of the SLP, and (a) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or (b) delivered by an overnight private mail/courier service which provides delivery confirmation. All notices shall be deemed to be received the earlier of: (i) three (3) Business Days after being deposited in the United States mail with proper postage, (ii) upon delivery by overnight courier, or (iii) upon actual receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice

was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver. Either party may designate additional addresses for the receipt of notices or demands at any time by written notice to the other.

All references to "day(s)" shall be calendar days, provided however, if the last day for performance is a non-Business Day, the time for performance shall be extended to the next Business Day.

Section 20.02. Binding Effect. This Lease shall inure to the benefit of and bind the parties hereto and their respective heirs, successors, personal representatives, and permitted assigns.

Section 20.03. Severability. If any term or provision of this Lease or the application thereof to any Person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Lease, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the maximum extent permitted by law.

Section 20.04. No Waiver. A waiver by Landlord or School of any breach of any provision of this Lease shall not be deemed a waiver of any breach of any other provision hereof or of any subsequent breach by said party of the same or any other provision.

Section 20.05 Time of Essence. Time is of the essence with regard to every provision of this Lease.

Section 20.06 No Third Party Rights. The terms and provisions of this Lease shall not be deemed to confer any rights upon, nor obligate any party hereto to, any Person other than the parties hereto.

Section 20.07. No Principal-Agent Relationship. Nothing contained in this Lease shall be construed as creating the relationship of principal and agent, partnership or joint venture between Landlord and School.

Section 20.08. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State.

Section 20.09. Brokers. Landlord represents and warrants that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Lease, except for Landlord's Broker, and Landlord agrees to hold School harmless from any cost, expense or liability for any compensation, commission or charges claimed by any other realtors, brokers or agents claiming by, through or on behalf of Landlord with respect to this Lease and/or the negotiation hereof. School represents and warrants that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Lease other than School's Broker, and School agrees to hold Landlord harmless from any cost, expense or liability for any compensation, commission or charges claimed by any realtors, brokers or agents claiming by, through or on behalf of School with respect to this Lease and/or the negotiation hereof.

Section 20.10. Counterparts. This Lease may be executed in several counterparts and all so executed counterparts shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties are not signatories to the original or same counterpart.

IN WITNESS WHEREOF, the parties have executed this Lease effective the date the last of the parties executes same.

SIGNATURE PAGE ONE

**TO
NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE
(PRIVATE FACILITIES)**

LANDLORD:

Saylor Family Trust, LLC, a New Mexico Limited
Liability Company

By: _____
Name: Bryan Saylor
Title: _____

4/29/19

**SIGNATURE PAGE TWO
TO
NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE
(PRIVATE FACILITIES)**

SCHOOL:

**Southwest Secondary Learning Center,
a New Mexico Charter School**

By: Christine B. Lutz 4-26-19
Name: Christine B. Lutz
Title: Head Administrator

EXHIBIT "A"

AMENDMENTS TO GENERAL LEASE TERMS

(To be attached)

CHARTER SCHOOL LEASE ADDENDUM

April 28, 2019

This addendum is attached to and made a part of the original Lease Agreement, by and between Saylor Family Trust, LLC and Southwest Secondary Learning Center for the premise located at 10301 Candelaria N.E. Albuquerque, New Mexico 87110 this date. The provisions herein shall inure to the benefit of Southwest Secondary Learning Center and remain in effect for any options, extensions or renewals of the original Lease Agreement. In the event that any conflict in interpretation shall emerge with respect to the provisions of this addendum and the provisions of the original Lease Agreement, the language of this addendum shall govern. The effective date of this addendum shall be July 1, 2019.

ARTICLE VII REPAIRS AND MAINTENANCE; RIGHT OF ACCESS

Section 7.01. Repairs and Maintenance by Landlord.

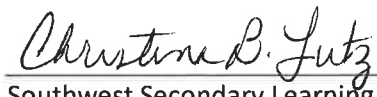
(a) During the Lease Term, Landlord shall be responsible for maintaining in good condition (to Educational Occupancy Standards and Statewide Adequacy Standards, as applicable), including repairs and replacements, the roof, HVAC system, foundations and exterior walls of the Buildings housing the Premises, and electrical, plumbing and drainage systems servicing the Premises, and all of the Common Areas, including parking areas, landscaping and exterior lighting, except as otherwise provided for in Section 7.02, and damage due to fire or casualty, to the extent this Lease requires Landlord to insure against such fire or casualty. All repairs and maintenance to be made by Landlord shall be at Landlord's risk and expense.

(b) If, within seven (7) days after written notice by School to Landlord (or such shorter time as may be required in an emergency or pursuant to the Requirements of Law), Landlord fails to provide any of the maintenance, repairs or replacements required of Landlord, and/or fails to complete the same with reasonable diligence, then School may, at its option, provide such maintenance, repairs or replacements and the costs thereof shall be deducted from succeeding Base Rent and Additional Rent, if any, payable hereunder.

Section 7.02. Repairs and Maintenance by School. Subject to the obligations of Landlord set forth in Section 7.01, School shall be responsible for insuring the interior of the Premises are kept in good condition, including ordinary repairs and replacements, and providing for janitorial services, with reasonable wear and tear and loss due to casualty and eminent domain excepted. School shall also be liable for maintenance, repair and replacement obligations arising as a result of the tortious conduct of School, its employees, students, agents or representatives, subject to the waiver of subrogation provided for herein.



Saylor Family Trust, LLC

 4-26-19

Southwest Secondary Learning Center



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 Secondary Learning Center
Fiscal Year Audit Ending June 30, 2019

Dear PED:

In accordance with a request from Southwest Secondary Learning Center, 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 Secondary Learning Center subject to a \$1,000 deductible each occurrence, which is the responsibility of the district. The Named Insured is Southwest Secondary Learning Center, 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 Secondary Learning Center, 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: \$ 30,683



WORKERS' COMPENSATION INSURANCE

Safety National Casualty Corporation

Policy Number SP 4055030

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

There is no Member deductible.

The annual premium: \$ 13,714

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: \$ 108

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: \$319

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 Secondary Learning Center 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 Secondary Learning Center 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:** Southwest Secondary Lea**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



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

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

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)
05/07/2019

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 E-MAIL ADDRESS: rservices@pomsassoc.com PRODUCER CUSTOMER ID: 00016280	FAX (A/C, No): (818) 449-9449
INSURED New Mexico Public Schools Insurance Authority Member: Southwest Secondary Learning Center 410 Old Taos Highway Santa Fe NM 87501	INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Regional Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #

COVERAGES **CERTIFICATE NUMBER:** SW Secondary **REVISION NUMBER:**

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

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

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

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

Evidence of Crime Coverage - Faithful Performance of Duty Coverage for Governmental Employees and Employee Theft for Southwest Secondary Learning Center

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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May 6, 2019

Christine Lutz
Southwest Secondary Learning Center
10301 Candelaria Rd NE
Albuquerque, NM 87112

RE: Evidence of Coverage

Dear Ms. Lutz,

Please allow this letter to serve as confirmation that Southwest Secondary Learning Center is a member participant of the New Mexico Public School Insurance Authority (NMPSIA). Both comprehensive risk management services and insurance coverage are provided to Members.

Currently, in force (but not limited to) are the following coverages:

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

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

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

Sincerely,

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