

Charter Contract Between the  
New Mexico Public Education Commission  
And  
[Taos International School]

This Charter Contract, (the "Contract"), is hereby entered into by and between the New Mexico Public Education Commission, (the "Commission"), and [Taos International School], (the "School", and, together with the Commission, the "Parties"), a New Mexico Charter School, effective this 01 day of July 2018.

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 application for the School on [14 day of May 2014], (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 Nadine M. Vigil, Head Administrator/Director and Carla Romero, GC President 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 01 of July 2018, found on the last page of this Contract with signatures.

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

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

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

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

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

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

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

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

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

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

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

"State" means the State of New Mexico.

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



## SECTION 2: SCOPE

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

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

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

## SECTION 3: TERM

1. The term of this Contract shall be in full force and effect until June 30, 2021. 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. We at Taos International School through inquiry based learning will acquire languages and the academic and social skills necessary to function in our local, national and international community.
  - ii. The Charter School shall report on the implementation of its mission in the following manner:
    - a. Annually during the performance review visit required by the Act, as evaluated through the site visit team's observations and the school's response to any such observations;

- b. Annually through any mission specific goals identified in the School's Performance Framework, Attachment A, incorporated herein by reference; and
  - c. At renewal, in the event that the School applies to the Commission for renewal, through a narrative in the renewal application.
- 3. **Enrollment Cap and Authorized Grade Levels:** The School is authorized to serve no more than 360 students in grades K-8.
  - 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 734.
- 4. **Conditions mandated by the Department's Decision and Order dated October 12<sup>th</sup> 2018, hereby included in this Contract as Attachment L:**
  - i. The School is required to earn an average grade of "C" or better on the A-F School Grading Report using the 2017-2018, 2018-2019, 2019-2020 school years;
  - ii. The School shall be required to attain full International Baccalaureate (IB) authorization for its Primary Years Programme by no later than December 1, 2020 and will attain full authorization or have made substantial progress toward its Middle Years Programme by December 1, 2020;
  - iii. The School is required to meet or exceed state proficiency averages in English Language Arts and Math in both the 2018-2019 and 2019-2020 school years. The overall statewide proficiency rates from the K-12<sup>th</sup> grade on state-mandated assessments shall be used to determine achievement of this condition;
  - iv. That the Contract must reflect that each and every one of the Conditions must be met, with all three conditions included in the Contract, and with the Contract in the form attached and the Agreement and this Order as "Exhibit A"; and
  - v. That the Contract must provide that in the event the School fails to meet any of the Conditions as reflected in the Agreement the PEC may move to revoke or to non-renew the School's charter, which action shall be in accordance with the provisions of the Contract, requirements of the Charter School Act and policies of the PEC.
- 5. **Comprehensive Educational Program of the School:** The School's educational program shall be as described below:
  - i. Implementation of IB Standards and Principles for the School's Primary Years Programme. This will be evaluated for compliance through reports issued by the IB Organization.



- ii. Implementation of IB Standards and Principles for the School's Middle Years Programme. This will be evaluated for compliance through reports issued by the IB Organization.
- iii. Implementation of Inquiry-Based Learning through student-centered lessons as evidenced by unit planners.
- iv. Implementation of Dual Language 50/50 model K-3<sup>rd</sup> grades as evidenced by a Department annual report or in the absence of a state-funded program evidenced by daily schedule of classes.
- v. Implementation of Heritage Model 4-8<sup>th</sup> grades as evidenced by a Department annual report or in the absence of a state-funded program evidenced by daily schedule of classes.

**6. 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 exact 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 replace any member who is removed or who resigns within 45 days of such removal or resignation.
- 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 Commission within 15 days of any and all allegations of, or convictions for, inappropriate contact with a student or other minor by a member of the Governing Body, and shall notify 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.
- xi. 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.
  - xii. 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.

**7. Operation:**

- i. The School shall be nonsectarian in its charter school programs, admission policies and employment practices and all other operations. Attachment F, incorporated herein by reference, states the School's admission 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 Commission and the Department within 15 days of the allegations of, or convictions for, inappropriate contact with a student or other minor by any staff member, employee, or contractor and shall notify 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.
  - 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.
8. **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.
9. **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.
10. **Sites:** The School shall provide educational services, including the delivery of instruction, at the following location(s):

Taos International School K-8  
118 Este Es Rd  
Taos, NM 87571

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. Pursuant to the Department Decision and Order dated October 12 2018:**

Substantial progress toward Middle Year Programme shall mean the School has completed the IB Application and resolved any areas of deficiencies as identified by the IB Organization by December 1 2020.

- 2. Performance Framework: Attachment A,** incorporated herein by reference, includes the Accountability Plan, 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.

**3. 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 (C or better in the A-F Grading).
- 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.

**4. 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.

**5. 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 the following types and amounts of insurance liability coverage:

- New Mexico Public Schools Insurance Authority (NMPSIA) Attachment J

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

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

whether to accept, reject, or modify the hearing officer's findings of facts, conclusions of law, and recommendations.

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

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

- i. **Criteria:** Pursuant to the Act, the Commission may refuse to renew the Charter if the Commission determines that the school:

- a. Committed a material violation of any of the conditions, standards or procedures set forth in the Contract,
- b. Failed to meet or make substantial progress toward achievement of the Department's standards of excellence or student performance standards identified in the Contract,
- c. Failed to meet generally accepted standards of fiscal management, or
- d. Violated any provision of law from which the School was not specifically exempted.

- ii. **Procedures and Timeline:** The Commission shall utilize the following renewal process:

- a. At least one year prior to the date on which the school will apply for renewal, the Commission's authorized representatives will notify the school of its preliminary renewal profile, as established in the Commission's Accountability Plan which is incorporated herein as Attachment A.
- b. At least 20 days prior to Commission's meeting at which it will consider the school's renewal application, the Commission's authorized representatives will provide the School with a preliminary application analysis and recommendation. The recommendation shall:
  - 1. State the legal basis for potential non-renewal, and reasonably identify the evidence to support the existence of the legal basis; and
  - 2. Establish deadlines for the School to present its written materials and all evidence that will be used to respond to the recommendation, which shall be not less than 10 days from the date of the delivery of the recommendation.
- c. No later than seven (7) days prior to the Commission's meeting at which it will consider the school's renewal application, the Commission's authorized representatives will provide the school with a final application analysis and recommendation.



- d. Upon making a final non-renewal decision, the Commission, through the Chair, shall issue a written decision within 30 days of voting to non-renew the charter stating the findings of fact and conclusions of that support the revocation.

**6. Applicable Law:** The material and services provided by this School under this Charter shall comply with all applicable federal, state, and local laws and shall conform, in all respects, to the educational standards contained in its application and Charter. This Charter shall be governed and interpreted in accordance with the laws of the State.

- i. In the event of any conflict among the documents and practices defining this relationship, it is agreed that:
  - a. The Contract shall take precedence over policies of either Party and the Charter; and
  - b. If a provision in the Performance Framework conflicts with a provision in the Contract, the Contract shall take precedence over the Performance Framework.
- ii. This Contract shall not take precedence over any applicable provisions of law, rule or regulation.
- iii. In the event of a change in law, regulation, rule, procedure or form affecting the School during the term of this Contract, the Parties shall comply with the change in law, rule, regulation or procedure or utilize the new form, provided.
  - a. If an amendment to this Contract is required to comply with a change in the law or rule, then the Parties shall execute such an amendment.

**7. Charter Interpretation:**

- i. **Merger:** This Charter and Contract, including all of the attachments, constitute the entire agreement of the Parties. NMSA, Commission policies, and Department policies, and administrative rules and regulations which may be amended from time to time during the course of the Charter, are incorporated into this Charter, along with any amendments which may occur during the term of the Charter, by this reference.
- ii. **Waiver:** Either party's failure to insist on strict performance of any term or condition of the Charter shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- iii. **Severability:** The provisions of this Charter are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Charter or Contract.
- iv. **Assignment:** Neither party may assign or transfer any right or interest in this Charter and Contract unless authorized by law. No assignment, transfer or delegation of any duty of the School shall be made without prior written permission of the Commission.

**8. Indemnification and Acknowledgements:** To the extent permitted by law, the Charter School shall indemnify, defend, save and hold harmless the Commission, the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing,

investigation and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the School or any of its directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such School to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree that is applicable to the School. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the School from and against any and all claims. It is agreed that the School will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This provision shall be subject to annual budget and appropriation by the New Mexico Legislature.

9. **Employees and Contractors:** This Charter is not an employment contract. No officer, employee, agent, or subcontractor of the School is an officer, employee, or agent of the Commission or the Department.
10. **Non-Discrimination:** The School shall comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act. The School shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, sexual orientation, gender identity, spousal affiliation, national origin or disability.
11. **Notices:** Any notice required, or permitted, under the Contract shall be in writing and shall be effective immediately upon personal delivery, upon receipt of electronic mail, or three (3) days after mailing to the following:

**Charter School:**

Nadine M. Vigil  
Head Administrator/Director  
118 Este Es RD. Taos, NM 87571  
[director@taosinternational.org](mailto:director@taosinternational.org)

**New Mexico Public Education Commission:**

Patricia Gipson  
New Mexico Public Education Commission  
300 Don Gaspar Santa Fe, NM 87505

Carla Romero  
Governing Council President  
118 Este Es RD. Taos, NM 87571

The Commission 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.

Taos International School

Executed this 13<sup>th</sup> day of November 2018.

By 

Carla Romero, Governance Council President, Charter Representative for Taos International School

NEW MEXICO PUBLIC EDUCATION COMMISSION

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

By \_\_\_\_\_

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

The effective date of this contract is July 1, 2018.



## CERTIFICATE OF GOVERNING BODY VOTE

This document certifies that on Tuesday, November 13, 2018 at 5:12pm, a meeting of the Governing Body of Taos International School, a New Mexico public charter school meeting was held at Taos International School-Taos, NM. The meeting and all votes were conducted in compliance with the New Mexico Open Meetings Act.

A quorum of the Governing Body's members being present and voting, it was voted 6 in favor and 0 opposed to the PEC Contract with Taos International School-Taos.

The members voting in favor were: Carla Romero, Clifford Johnson, Anna Parraz-Romero, Amanda Arellano, Edna Peña, Alice Garcia.

The members voting in opposition were: 0

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

A handwritten signature in blue ink, appearing to read "Anna Parraz-Romero", written over a horizontal line.

Secretary

A handwritten signature in blue ink, appearing to read "Robert P.", written over a horizontal line.

GC President



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



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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 may also include optional, unique, school-identified measures for evaluating mission-specific goals if the PEC approves of the quality and rigor of such proposed indicators and 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.



Notice of  
Concern:

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 deadlines<sup>1</sup> 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 matter<sup>2</sup> 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.



Notice of  
Breach:

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 deadlines<sup>1</sup> 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 matter<sup>2</sup> in which case the deadline shall be no less than 72 hours.

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

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

<sup>2</sup> 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



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



## **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 <sup>3</sup>	Renewal Terms
<b>Expedited Renewal<sup>4</sup></b>	<b>Academic</b> <ul style="list-style-type: none"> <li>• Maintain Tier 1 or 2 rating for previous four years of the charter contract</li> </ul>	Five-year term with no additional conditions outside normal charter contract; streamlined renewal application and review process
	<b>Organizational / Financial</b> <ul style="list-style-type: none"> <li>• Meet Expectations for previous four years of the charter contract</li> </ul>	
<b>Full Renewal<sup>5</sup></b>	<b>Academic</b> <ul style="list-style-type: none"> <li>• Earn no Tier 4 ratings or overall “F” grade from NM PED within the past three years, and</li> <li>• Either: <ul style="list-style-type: none"> <li>○ Maintain Tier 1 or 2 rating for at least three of past four years, or</li> <li>○ Demonstrate consistently improving Tier rating over the last 3 years</li> </ul> </li> </ul>	Five-year term with no additional conditions outside normal charter contract
	<b>Organizational / Financial</b> <ul style="list-style-type: none"> <li>• Meet Expectations for the last two years, or</li> <li>• Meet Expectations for at least three of past four years</li> </ul>	
<b>Renewal with conditions<sup>6</sup></b>	<b>Academic</b> <ul style="list-style-type: none"> <li>• 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</li> <li>• Earn Tier 3 or 4 rating for three of the past four years, or</li> <li>• Earn two or more Tier 3 or 4 ratings and demonstrate declines in Tier rating in any of the last two years</li> </ul>	Three- or five-year renewal term with defined goals for school improvement on academic, organizational, and/or financial frameworks
	<b>Organizational / Financial</b> <ul style="list-style-type: none"> <li>• Earn “did not meet” expectations for two or more years including one of the last two years</li> </ul>	
<b>Non-Renewal<sup>7</sup></b>	<b>Academic</b> <ul style="list-style-type: none"> <li>• Earn Tier 4 performance rating for past two years, or</li> <li>• Earn Tier 4 performance rating for three or more years during the last four years including the most recent</li> </ul>	Recommendation for non-renewal
	<b>Organizational / Financial</b> <ul style="list-style-type: none"> <li>• Earn “did not meet” expectations for three or more years during the last four years including the most recent year</li> </ul>	

<sup>3</sup> 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.

<sup>4</sup> 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.

<sup>5</sup> 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.

<sup>6</sup> 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.

<sup>7</sup> 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	<b>Options:</b> August 1, September 1, or October 1
Renewal Site Visit	<b>Dependent on submission date:</b> August, September, or October
Additional Requests for Information	As needed
Final Renewal Report	<b>At least 5 days before PEC Vote</b>
PEC Renewal Vote	<b>Dependent on submission date:</b> 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 Applications and Requests Section of](#) 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 may 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.

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#### **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**

# **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, ten 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**

<b>Indicator 1: Components from NM A-F School Grading System</b> The PEC considers charter school performance on each of the components of the NM PED A-F grading system.		<b>Weight<sup>8</sup></b>	
<b>Measure</b>	<b>Description</b>	<b>Elem</b>	<b>High</b>
1.1 Current Standing	Current Standing is a two-part measure of the status of a school in the current year. The two parts are composed of: 1) the percentage of students who are proficient on state assessments in math and reading, and 2) a score based on a growth model that accounts for prior scores. The measure of student growth (Value-Added Modeling) looks at school size, student mobility, and prior student performance to predict expected performance based on actual peer performance in the current year. The growth is expressed as the variance from the expected performance.  For schools that qualify as SAM schools, an offset (based on the mean deviation of scaled scores for SAM schools) is applied during the calculation of the value added modeling portion of current standing.	30%	25%
1.2 School Growth (Value-Added)	This value-added modeling measure reports overall school growth (overall weighted mean score variance from predicted overall weighted mean score) based on school size, and prior schoolwide mean performance. This measure is calculated in the same way as the growth measure in current standing, but it calculated at the school level instead of the student level.	15%	5%
1.3 Growth of Higher-Performing Students (Q3)	These value added modeling measure are calculated in the same way as the growth measure in current standing, but are calculated separately for two student subgroups. The two student subgroups are the lowest-performing 25% of students and the higher-performing students (top 75%).	5%	5%
1.4 Growth of Lowest-Performing Students (Q1)		5%	5%

<sup>8</sup> For any school that is eligible to have additional weighting allocated to Indicator 3: School-Specific Goals, the weight of all other indicators will be decreased by an equal amount.



<p>1.5 Graduation (4,5, and 6-year rates; value added)</p>	<p>The graduation measure includes 4-year, 5-year, and 6-year cohort graduation rates and improvement in the 4-year graduation rate.</p> <p>Graduation rates are one-year lagged. That is, the rates that are published in the school grade 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 <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>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.</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. The denominator is comprised of the count of 12th graders in the first enrollment snapshot (40D). The numerator is derived from the count of all non-cohort students who graduated by the end of the year (EOY snapshot). Using this method, schools receive feedback on their success in graduating returning dropouts and adults whose cohort has long since aged from the system.</p>	<p>N/A</p>	<p>10%</p>
<p>1.6 Career and College Readiness</p>	<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: 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) 3) Eligibility for an industry-recognized certification (Career Technical Education) 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>	<p>N/A</p>	<p>10%</p>
<p>1.7 Opportunity to Learn (Attendance, Survey)</p>	<p>Opportunity to Learn (OTL) represents the learning environment schools provide. It is determined from student attendance and scores on a student or parent survey administered annually.</p>	<p>5%</p>	<p>5%</p>

	<p>The expected attendance rate is 95%. Schools that have higher than a 95% attendance rate can earn more than the total number of points available.</p> <p>The 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. The survey contains 10 questions with answers from 0 (Never) to 5 (Always) for a maximum score of 50. For students in grades KN-2, a parent or family member completes the survey. The expected average score is 45 points, schools that earn more than 45 points can earn more than the total number of available points.</p>		
Source: New Mexico PED A-F School Grading Technical Guide			

<b>Indicator 2: Subgroup Performance</b> 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.		<b>Weight<sup>1</sup></b>	
<b>Measure</b>	<b>Description</b>	<b>Elem</b>	<b>High</b>
2.1 Subgroup Growth of Higher-Performing Students (Q3)	Schools are compared to all schools statewide serving the same grade levels, based on the A-F Student Growth results calculated by NM PED for Q3 students.	10%	7.5%
2.2 Subgroup Growth of Lowest-Performing Students (Q1)	Schools are compared to all schools statewide serving the same grade levels, based on the A-F Student Growth results calculated by NM PED for Q1 students.	10%	7.5%
2.3 Subgroup Proficiency	Schools are compared to all schools statewide serving the same grade levels, based on subgroup proficiency rates for all eligible subgroups.	10%	10%

<b>Indicator 3: School-Specific Goals</b> The performance framework allows for the inclusion of additional rigorous, valid and reliable indicators (as determined by the chartering authority) proposed by a charter school to augment external evaluations of its performance. <i>(Section C of 22-8B-9.1(C) NMSA 1978)</i>		<b>Weight<sup>9</sup></b>	
<b>Measure</b>	<b>Description</b>	<b>Elem</b>	<b>High</b>
TBD = School identified	<p>Charter schools may propose <b>mission-specific goals</b> that are specific, measurable and rigorous. School-proposed goals are subject to approval by the PEC and are incorporated into charter contracts.</p> <p><i>PEC guidance for setting school goals:</i></p> <ol style="list-style-type: none"> <li>1. Use a SMART goal format (specific, measureable, attainable, rigorous, and time-bound)</li> </ol>	10%	10%

<sup>9</sup> A school shall be eligible to have additional weighting allocated to Indicator 3: School-Specific Goals, if the proposed indicator is Reliable (additional 5 points of weight) and Rigorous (additional 5 points of weight).  
 PEC Academic Performance Framework, Approved 4.13.18

	<ol style="list-style-type: none"> <li>2. Include metrics and measures using the following criteria: “Exceeds standards,” “Meets standards,” “Does not meet standards,” and “Falls far below standards.”</li> <li>3. Set goals that <i>augment external evaluations of school performance</i> and do not duplicate existing framework measures.</li> <li>4. Goals must be able to be documented and supported using objective, verifiable evidence of results.</li> <li>5. If using additional assessments: <ol style="list-style-type: none"> <li>a. Proficiency and growth targets may not be combined.</li> <li>b. Only utilize assessments that have been evaluated for rigor and have a reporting format that can be verified for accuracy; the appropriate PED bureaus and divisions should be consulted for information on rigor and accuracy.</li> <li>c. Additional assessments must be aligned to school mission.</li> <li>d. Do not propose duplicative reading and math goals, which are already assessed using state assessments and incorporated into Indicators 1 and 2.</li> </ol> </li> </ol> <p><b><i>Additional Weight for Indicator 3: School-Specific Goals</i></b></p> <p><i>If a school proposes to use an assessment or other measure that is an externally, national- or state-normed metric (e.g. ACT, SAT, ACCESS for ELLs, Spanish IPT), it shall be eligible to have 5 points of weight equally removed from all other indicators and applied to the school specific indicators.</i></p> <p><i>If a school proposes ambitious but realistic targets that have been established using a valid benchmark (e.g. comparison to national/state average, improvement from school historic performance), it shall be eligible to have 5 points of weight equally removed from all other indicators and applied to the school specific indicators.</i></p>		
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## 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	Rating Scale	Assigned Points	Total Weight?	
				Elem	High
Indicator 1: Components from NM A-F School Grading System	The PEC considers charter school performance on each of the components of the NM PED A-F grading system	A - F grade for each component of the NM grading system	A = 100 pts B = 75 pts C = 50 pts D = 25 pts F = 0 pts	60%	65%
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, and 2.3	State Percentile Rank (1-100%)	Equal to State Percentile Rank (1-100 pts)	30%	25%
Indicator 3 <sup>10</sup> : School-Specific Goals	Charter schools may propose <b>mission-specific goals</b> and/or supplemental <b>academic goals</b> that are specific, measurable and rigorous.	Four rating categories:  1) Exceeds standard 2) Meets standard 3) Does not meet standard 4) Falls far below standard	Exceeds = 100 pts Meets = 75 pts Does not meet = 25 pts Falls far below = 0 pts  <i>Or by alternative point assignment agreed to by charter school and PEC</i>	10%	10%

<sup>10</sup> A school shall be eligible to have additional weighting allocated to Indicator 3: School-Specific Goals, if the proposed indicator is Reliable (additional 5 points of weight) and Rigorous (additional 5 points of weight).

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"><li>• School is <b>exceeding</b> PEC academic performance expectations and is on par with the highest-performing schools in the state.</li><li>• (85 to 100 percent of possible total weighted points)</li></ul>
Tier 2	<ul style="list-style-type: none"><li>• School is consistently <b>meeting</b> PEC academic performance expectations.</li><li>• (50 to 84 percent of possible total weighted points)</li></ul>
Tier 3	<ul style="list-style-type: none"><li>• School is <b>not meeting</b> expectations for one or more of the academic indicators. <b>Possible intervention.</b></li><li>• (16 to 49 percent of possible total weighted points)</li></ul>
Tier 4	<ul style="list-style-type: none"><li>• School is <b>falling far below</b> academic performance expectations. <b>Intervention; possible revocation.</b></li><li>• (0 to 15 percent of possible total weighted points)</li></ul>

# **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 <sup>11</sup>	Component of Site Visit Evaluation?
<b>1. EDUCATIONAL PROGRAM REQUIREMENTS</b>		
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"> <li>School's mission is being implemented. <i>Article VIII. Section 8.01.(a)(ii)</i></li> <li>The school has documentation/evidence that it is implementing its educational programs. <i>Article VIII. Section 8.01.(a)(iii)</i></li> <li>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></li> <li>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></li> </ul>	YES
1.b. Does the school comply with state and contractual assessment requirements?	<ul style="list-style-type: none"> <li>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"> <li>Grade level math and reading assessments</li> <li>Subject based end of course exams</li> <li>Early childhood assessments</li> <li>English Learner screening and progress monitoring assessments</li> <li>National performance assessments, when selected, and</li> <li>Language assessments for bi-lingual programs.</li> </ul> </li> <li>The school administers all required contractual assessments (specified in contract/performance framework that are still applicable).</li> <li>The school ensures assessment accommodations are properly administered to all eligible students.</li> <li>The school complies with assessment training requirements: <i>NMAC 6.10.7.8 and 9</i> <ul style="list-style-type: none"> <li>Has an identified District Test Coordinator (DTC)</li> <li>DTC attends all required trainings, and</li> <li>DTC annually provides training for all district personnel involved in test administration, preparation, and security.</li> </ul> </li> </ul>	NO

<sup>11</sup> 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 <sup>11</sup>	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"> <li>The school is in 100% compliance with the Special Education Bureau identified indicators. (34 CFR § 300.600 (a)(2) and Subsection F of 6.31.2.9 NMAC.)</li> <li>The school has <b>not</b> been the subject of a due process hearing that resulted in a finding of noncompliance during the current school year.</li> <li>The school has <b>not</b> 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.</li> <li>The school is in compliance with all terms of any corrective action plan that resulted from a state-level complaint.</li> <li>The school has received no OCR complaints determined to be valid and demonstrate a students' rights were violated. (NMSA 22-8B-4)</li> </ul>	NO
1.d. Is the school protecting the rights of English Learner students?	<ul style="list-style-type: none"> <li>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. (NMSA 22-8B-4 (A))</li> <li>The school does not have a major discrepancy (&gt;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.</li> <li>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.</li> <li>The school has received no OCR complaints determined to be valid that demonstrate a students' rights were violated. (NMSA 22-8B-4)</li> </ul>	NO
1.e. Does the school comply with federal and state grant program requirements?	<ul style="list-style-type: none"> <li>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.)</li> <li>The school is responsive to findings of non-compliance in accordance with deadlines.</li> </ul>	NO

Topics and Indicators	Criteria Statements <sup>11</sup>	Component of Site Visit Evaluation?
1.f. Does the school implement an Educational Plan for Student Success (NMDASH)?	<ul style="list-style-type: none"> <li>The school has an active core team engaged in the DASH process.</li> <li>The school is implementing their annual and 90-day plans, as evaluated through reviewing evidence and school/adult actions during the site visit.</li> </ul> <p><i>Only applicable for schools rated as Tier 3 or Tier 4 on the Academic Performance Framework evaluation, earning an "F" letter grade, 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
<b>2. FINANCIAL MANAGEMENT AND OVERSIGHT</b>		
2.a. Is the school meeting financial reporting and compliance requirements?	<ul style="list-style-type: none"> <li>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.)</li> <li>The school submits quarterly (or monthly) reports according to PEDs established deadlines. All required reports are posted to the school's website. (NMSA 22-8-6.1 and 10)</li> <li>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.</li> <li>The school, if subject to a T&amp;E audit, has no more than a .06 difference in reported and audited T&amp;E.</li> </ul>	NO
2.b. Is the school following Generally Accepted Accounting Principles?	<ul style="list-style-type: none"> <li>The school received an unmodified audit opinion for the last audit.</li> <li>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.</li> </ul>	NO
2.c. Is the school responsive to audit findings?	<ul style="list-style-type: none"> <li>The school's last audit is devoid of any multi-year repeat findings.</li> <li>School implements Audit CAP as submitted, as evaluated through reviewing evidence and school/adult actions during the site visit.</li> </ul>	YES
2.d. Is the school managing grant funds responsibly?	<ul style="list-style-type: none"> <li>The school submits at least 10% of RFRs to the PED in each quarter.</li> <li>The school expends at least 99% of grant funds for all accounts without reversion.</li> </ul>	NO



Topics and Indicators	Criteria Statements <sup>11</sup>	Component of Site Visit Evaluation?
2.e. Is the school adequately staffed to ensure proper fiscal management?	<ul style="list-style-type: none"> <li>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).</li> <li>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)</li> <li>The governing council's audit committee and finance subcommittee are properly constituted and meet as required. (NMSA 22-8-12.3)</li> </ul>	NO
<b>3. GOVERNANCE AND REPORTING</b>		
3.a. Is the school complying with governance requirements?	<ul style="list-style-type: none"> <li>The governing body meets membership requirements: NMSA 22-8B-4; PEC policy <ul style="list-style-type: none"> <li>Maintains at least 5 members</li> <li>Complies with governance change policy</li> <li>Notifies PEC of board membership changes within 30 days, with complete documentation, and</li> <li>Fills all vacancies within 45 days, or 75 days, if extension is requested by school.</li> </ul> </li> <li>All members of the governing body complete all training requirements in accordance with established deadlines. (NMAC 6.80.5.8 and 9)</li> <li>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)</li> </ul>	NO
3.b. Is the school complying with nepotism and conflict of interest requirements?	<ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul>	YES
3.c. Is the school meeting reporting requirements?	<ul style="list-style-type: none"> <li>The school complies with reporting deadlines from the PED, PEC, and other state agencies.</li> </ul>	NO

Topics and Indicators	Criteria Statements <sup>11</sup>	Component of Site Visit Evaluation?
<b>4. STUDENTS AND EMPLOYEES</b>		
4.a. Is the school protecting the rights of all students?	<ul style="list-style-type: none"> <li>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>)</li> <li>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>)</li> <li>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.</li> <li>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.</li> <li>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</li> </ul>	NO
4.b. Does the school meet attendance, retention, and recurrent enrollment goals for students?	<ul style="list-style-type: none"> <li>The school meets the 95% average daily attendance goal, or is able to demonstrate successful efforts to improve attendance among student body.</li> <li>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.</li> <li>The school retains at least 70% of students eligible to reenroll between school years.</li> </ul>	YES

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

Topics and Indicators	Criteria Statements <sup>11</sup>	Component of Site Visit Evaluation?
4.e. Is the school completing required background checks and reporting ethical violations?	<ul style="list-style-type: none"> <li>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>)</li> <li>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>)</li> </ul>	YES
<b>5. SCHOOL ENVIRONMENT</b>		
5.a. Is the school complying with facilities requirements?	<ul style="list-style-type: none"> <li>The school meets PSFA occupancy, NMCI and ownership requirements. (<i>NMSA 22-8B-4.</i>)</li> <li>The school has an e-occupancy certificate.</li> <li>The school has PSFA letter verifying condition index.</li> <li>The school is in a building that is: <ul style="list-style-type: none"> <li>A publicly owned building</li> <li>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</li> <li>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.</li> </ul> </li> <li>The school notifies the PEC prior to any change in facilities.</li> <li>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"> <li>safe, healthy, orderly, clean and in good repair</li> <li>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</li> <li>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.</li> </ul> </li> </ul>	YES
5.b. Is the school complying with transportation requirements?	<ul style="list-style-type: none"> <li>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.</li> </ul>	NO



Topics and Indicators	Criteria Statements <sup>11</sup>	Component of Site Visit Evaluation?
5.c. Is the school complying with health and safety requirements?	<ul style="list-style-type: none"> <li>• The school conducts all required emergency drills and practiced evacuations. (<i>NMSA 22-13-14 and NMAC 6.29.1.9(O)</i>) <ul style="list-style-type: none"> <li>- 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;</li> <li>- two of these drills shall be shelter-in-place drills;</li> <li>- one of these drills shall be an evacuation drill;</li> <li>- nine of these drills shall be fire drills, with one emergency drill required each week during the first four weeks of school;</li> <li>- 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.</li> </ul> </li> <li>• The school submits school wellness and safety plans, and all required revisions, in accordance with deadlines to the PED. (<i>NMAC 6.12.6.8</i>)</li> <li>• 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.</li> <li>• 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)..</li> </ul>	YES
5.d. Is the school handling information appropriately?	<ul style="list-style-type: none"> <li>• There are no verified complaints that demonstrate the school has failed to comply with FERPA requirements.</li> <li>• There are no verified complaints that demonstrate the school does not obtains, maintains, and transfers cumulative files as required by law.</li> </ul>	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 optional indicators that may be 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 10% of the Academic Performance Framework unless they are granted additional weight based on reliability and rigor.

**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). Mission-specific goals that are reliable shall be granted an additional five points of weight in the Academic Performance Framework. The additional weight will be taken from all other measures equally.

**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). Mission-specific goals that are rigorous shall be granted an additional five points of weight in the Academic Performance Framework. The additional weight will be taken from all other measures equally.

**Student Academic Growth** – is the measurement of student level improvement within a school years 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.

**TAOS INTERNATIONAL SCHOOL  
GOVERNING COUNCIL  
BYLAWS**

**ARTICLE I- GOVERNING COUNCIL**

**Section 1. Definition and Purpose**

The governance of the Taos International School (TIS) is vested in the Governing Board hereby referred to as the Governing Council (GC). The purpose of the Governing Council is to govern the School in accordance with the terms of its charter in compliance with the New Mexico Charter Schools Act, NMSA 1978 §§22-8B-2 (2006), *et seq.* as amended from time to time.

**Section 2. Powers of the Governing Council**

In addition to all powers conferred upon the Governing Council by New Mexico law, the GC shall have the power to:

- a) Perform any and all duties imposed on them collectively by State and Federal law, by the TIS Charter or these Bylaws;
- b) Develop educational and operational policies consistent with the school's mission statement;
- c) Adopt rules and policies pertaining to the administration of the GC and the school;
- d) Employ, supervise and annually evaluate the Head Administrator of TIS including annually deciding on the renewal of the Head Administrator's contract and annually establishing the Head Administrator's salary;
  - 1) The Governing Council shall delegate administrative and supervisory functions of the day-to-day operations of the school to the Head Administrator. The GC shall not be involved in the day-to-day operations of the school.
  - 2) The Governing Council shall delegate to the Head Administrator the authority to implement the approved charter and the schools' policies and procedures, facilities plans, budget and such other directives and policies adopted by the GC. The Head Administrator shall be responsible for all matters pertaining to the school's affairs, including recruitment and supervision of school's Director. The Head Administrator shall approve the payment of proper bills for school expenditures. The Head Administrator shall maintain a copy of all GC-approved documents, including the school charter, minutes, agendas, bylaws, resolutions and policies.
- e) Establish for the remainder of the TIS staff, a compensation schedule to be employed by the Head Administrator in setting salaries annually for all teaching, administrative and support staff of TIS;



- f) Resolve problems that have escalated to the Governing Council according to policies, procedures and appropriate protocol; and review recommendations submitted by the Head Administrator and other GC consultants and advisors;
- g) Review, approve and monitor the implementation of the annual budget, of anticipated income, and expenditures; vote on the Budget Adjustment Requests (BARS) and direct preparation of the annual financial audit;
- h) Participate in organizing resource development efforts at the school, including fundraising, grant writing, volunteer recruitment and public relations campaigns;
- i) Develop both a long-term strategic plan and an annual work plan for the school to foster the attainment of its goals and objectives and to assure faithful compliance with the terms of the original charter granted by the New Mexico Public Education Department, including periodically reviewing that charter with an eye to possibly seeing revisions in it; and conduct those meetings in compliance with the requirements of the New Mexico Open Meetings Act, including public notice.
- j) Acquire, lease and dispose of property, both real and personal to the extent permissible by laws applicable to the public school;
- k) Initiate or defend lawsuits and take all necessary steps to protect Schools' interests;
- l) Authorize the repair and maintenance of all property belonging to School, or for which School is contractually responsible to maintain and repair, and /or delegate authority to the Head Administrator for repair and maintenance of School property;
- m) Enter into contracts consistent with the School approved budget for any service or activity that is required for TIS to carry out the educational program described in its charter and in accordance with the New Mexico Charter School act as amended, and/or delegate authority to the Head Administrator to enter into certain contracts;
- n) Accept or reject any charitable gift, grant, devise or bequest;
- o) Approve amendments to the charter prior to presentation to the authorizer for approval;
- p) Make application to the authorizer of the Public School Capital Outlay Council for capital outlay funds;
- q) Amend the Bylaws of the Governing Council from time to time consistent with the mission of the School by a majority vote of all members at any regular or special meeting;
- r) Promote a cooperative relationship with its charter authorizer; to function in accordance with the New Mexico Charter School Act and resolve any disputes which may arise between the Governing Council and the Public Education Department; and
- s) Reserve any other powers and duties as included in the charter and that are not inconsistent with federal or state laws or constitutions, or as otherwise set forth in the Charter Schools Act,

NMSA 1978 §§22-8B-1 *et seq.* and the New Mexico Public School Code, Chapter 22 of the New Mexico Statutes.

### **Section 3. Governing Council Members**

The Governing Council shall establish the number of members, which shall be set at least five and shall not be more than nine. Members shall be comprised of the community at large, with a focus on individuals who bring professional expertise that the GC has identified as desirable. Non-parent members shall be appointed and approved by the GC. All members shall serve for a two year term. Upon completion of that term, a member who wishes to continue serving may request another term from the other members of the Council. Such extensions must be approved by majority vote of the other GC members. No member may serve more than two, two-year terms. Each member shall serve until his or her successor is selected.

- a) Any member may be removed by the majority vote of the Governing Council whenever, in its sole and unfettered discretion, the school's best interests would be served thereby.
- b) Attendance at Governing Council meetings is mandatory. Any GC member missing two meetings in a row without prior notification may be dismissed from the GC. If a Council member cannot be physically present at a meeting for unavoidable conflict, he/she may make arrangements to appear by telephone in accordance with the provisions of the Open Meetings Act.
- c) Any member may resign at any time by giving written notice to the Governing Council President or to the Secretary, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- d) A vacancy, other than a vacancy occurring by an expiration of a term, shall be filled by the Governing Council by the process identified above. Once the vacancy is filled, the term shall only be for the unexpired portion of the term of the member being replaced.

### **Section 4. Quorum**

A simple majority of the current number of Governing Council members shall constitute a quorum. In the absence of a quorum, those members present may adjourn by the majority vote until a quorum is constituted.

### **Section 5. Salaries and reimbursements**

A Governing Council member may not receive a salary from the School for services as a member. A member may be reimbursed with prior approval by the GC for travel, out-of-pocket and other expenses incurred while performing as a GC member on school business, in accordance with the New Mexico Mileage and Per Diem Act.

### **Section 6. Conflict of Interest**

Public office is a trust created in the interest of the common good and for the benefit of the people. It is the intent of the Bylaws to maintain public confidence and prevent the use of public office for the private gain. Governing Council members shall disclose any known or potential conflicts of interest in

writing to the GC prior to the time set for voting on any such transactions, and shall not vote on the matter or attempt to influence the decisions of the other GC members in voting on the matter. The written disclosures will be attached to the minutes of the meeting in which board action occurred relating to the matter disclosed. No GC member shall contract with the School or receive compensation from the School for services, other than reimbursement as set forth in Section 5 above.

#### **Section 7. Liability Insurance for Governing Council**

Except as may be otherwise provided for by State Law, the Governing Council may adopt a resolution authorizing the purchase of insurance on behalf of any agent on the Council (including Council members officers employees or other agents of the Council) against liabilities asserted against or insured by the agent in such capacity or arising out of the agents' status as such, whether or not the GC would have the power to indemnify the agent against such liability under these bylaws or provisions of the law.

#### **Section 8. Individual Member's Authority**

A member of the Governing Council is a public officer, but has no power or authority individually. The charter vests power in the GC and not in its members individually. These powers must be exercised by the GC at public meetings, whether regular, special, or emergency meetings, with action duly recorded in its minutes.

#### **Section 9. Binding Authority**

The Governing Council shall not be bound in any way by action or statement on the part of any individual GC member except when such a statement or action is in pursuance of specific instructions from the GC as a whole. Any such exception shall be recorded as an action item of the GC and recorded in the minutes.

### **ARTICLE II – OFFICERS**

#### **Section 1. Designation of Officers**

The officers of the Governing Council shall consist of: President of the GC, Vice-President, Secretary, and Treasurer, all of whom shall be members. The officers shall be elected by the GC for a term of one year and, unless removed sooner, shall serve until their successors are duly elected.

#### **Section 2. Qualifications**

Any Governing Council member may serve as officer of this GC upon election to office by a majority of the Council members.

#### **Section 3. Election and Term of Office**

Officers shall be elected by the Governing Council at the first meeting of the year following the start of the school year.

#### **Section 4. Duties of Governing Council President**

The Governing Council President shall preside at all meetings of the GC. The President shall have the right, as other members of the GC, to make or second motions, to discuss questions, and to vote. The President may not act for or on behalf of the GC without prior specific authority from a majority of the GC to do so. All communications addressed to the President shall be considered by him/her for appropriate action, which consideration may include consulting with legal counsel, and consideration by

the GC. The President shall sign legal documents as required by law and perform such other duties as may be prescribed by the GC. It is President's responsibility to ensure that GC members uphold their commitments/responsibilities to the school. The President, in collaboration with the Head Administrator, is responsible for compiling the topics for business to be placed on the GC agenda. Any member of the GC may offer items to be heard or discussed at any meeting of the GC.

#### **Section 5. Duties of the Vice President:**

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

#### **Section 6. Duties of the Governing Council Secretary**

The Secretary or the Secretary's designee shall issue Governing Council meeting notices and shall keep minutes, act as custodian of the school's records, seal and sign instruments as required, and make other reports, and perform such other duties as are incident to the office. The Secretary shall maintain a permanent archive of GC-approved minutes and agendas.

#### **Section 7. Duties of the Governing Council Treasurer**

The Treasurer shall have general supervision of the school's money and securities. The Treasurer shall supervise the maintenance of financial records and books, shall sign such instruments as required, and shall make such reports and perform such other duties as are incidental to the office. He/She shall attend the PED Spring Budget Workshop and/or any other financial regulatory training recommended by the Head Administrator or the Business Manager.

#### **Section 8. Engagement of consultants or agents**

The Governing Council may appoint or hire consultants and agents to perform duties on behalf of the GC and/or the School as the GC may prescribe.

#### **Section 9. Vacancies among Officers**

The Governing Council at its next regularly scheduled meeting shall fill any vacancy among the officers. An officer appointed to fill a vacancy shall serve for the unexpired terms of his predecessor in office.

### **ARTICLE III – MEETINGS**

#### **Section 1. Frequency and compliance of Governing Council meetings**

The Governing Council shall meet in regular meetings four times a year. All meetings of the GC shall be held in accordance with the New Mexico Open Meetings Act (OMA) and in keeping with the GC's annual OMA resolution.

#### **Section 2. Annual Work Session**

The Governing Council shall hold an annual work session for the purpose of strategic planning or such other purpose as the GC shall designate. The annual GC work session shall normally be held in late May or June at such time and place as the GC President determines.

### **ARTICLE IV – COMMITTEES**

## **Section 1. Establishment**

The Governing Council may appoint such standing committees and/or ad hoc committees as it deems necessary for the effective governing of the school. Members of each Committee may be chosen from time to time by the GC and shall serve for such period of time as the GC shall from time to time determine. The specific composition of the Finance Committee, however, shall be governed by the provisions of paragraph below, 'Finance/Audit Committee'.

## **Section 2. Standing Committees**

Each standing committee shall have a charge specific to its permitted activities and such charges shall be incorporated into the charter school policy manual. The function of any committee so established shall be fact-finding, deliberative, and advisory to the Governing Council. Committees shall not have authority to take legislative or administrative actions, nor to adopt policies for the school. Standing committees shall be made up on no more than one less than a quorum of the GC. The President shall be an ex officio member of each committee. The Head Administrator of the school shall be an ex officio member of each committee, except where his/her evaluation, tenure, and/or salary are to be deliberated. Standing committees shall be:

### School Advisory Committee:

The Governing Council of TIS establishes the School Advisory Committee (SAC) as a committee of the GC in order to collect parent feedback on important issues facing the school community. The GC remains the body that is legally responsible for setting school and financial policies.

The SAC acts strictly in an advisory capacity to the School Director, with its agenda based on guidance from the GC, Head Administrator, and the school community. The SAC should submit any recommendations to the School Director at the time those recommendations are developed by the SAC. The GC may request reports or updates from the SAC periodically.

SAC recommendations of an operational nature (such as student drop-off times or creating a hand-me-down box) may be approved and implemented by the Head Administrator. SAC recommendations of a policy nature (such as curriculum, student confidentiality, or dress code) must be approved by the GC. If it is unclear whether a recommendation is of an operational or policy-related nature, it should be presented to the GC.

The SAC may advise on school programs, marketing, public relations, and community outreach. The SAC may also contribute to the development of the school's long-term strategic plan.

### Enrichment Committee:

The Enrichment Committee will find volunteers and vendors interested in teaching a class to be part of the Taos International School Enrichment Program and refer interested parties to the Office Manager for the application process and approval, including background checks. Upon approval of the Head Administrator, the Enrichment Committee will coordinate and notify TIS families of the Enrichment Class schedule each quarter of the school year. The Enrichment Committee will assign students to appropriate classes and send confirmations to TIS families and Enrichment class teachers.

### Facilities Committee:



The Facilities Committee shall develop and oversee the school's master plan for its site and facilities; implement policies to safeguard the existing facilities; monitor ongoing construction projects; and make recommendations for future construction projects.

Finance/Audit Committee:

The Finance Committee shall be comprised of the School Business Manager, a School Parent, Governing Council Treasurer, and Head Administrator and shall oversee the school's finances, develop the operational budget for presentation to the GC for the approval; evaluate the Head Administrator's compensation oversee the use of funds; review an annual audit; review and oversee the school's risk management policies and investments; and review and advise the GC on all matters affecting the school's financial condition.

Fundraising and Philanthropy Committee:

The Fundraising Committee will be responsible for organizing and facilitating events for TIS for the purpose of fundraising. The committee will work, coordinate and communicate with the GC, SAC, Room Parent Coordinators, and TIS staff on events that will help raise money for curriculum enhancements and bring the school community together. There will be documentation of funds raised. The committee may also help with annual and planned giving, capital campaigns, and cultivation and stewardship donors.

Library Committee:

The Library Committee will be responsible for promoting the donation of library materials for the Taos International School within the community; using a library management system, inventory and organize library materials, including check-out / in of library materials.

Special Events Committee:

The Special Events Committee will be responsible for the planning and coordinating of Taos International School events with the goal of promoting a sense of community within TIS. Upon event approval of the School Director, responsibilities of the Special Events Committee include the coordinating of volunteers, event supplies (donations), venues, special guests, etc., as needed. *Examples of Special Events include: Start-of the Year Family Picnic, Tolerance Day, and World Teachers Day.*

Uniform Committee:

The Uniform Committee will be responsible for acquiring community vendors for Taos International School families to purchase and embroider school uniforms, per the TIS Uniform Policy; set up program(s) for families in need of assistance to acquire proper school uniforms.

Yearbook Committee:

The Yearbook Committee will be responsible for the acquiring of vendors for the production of the Taos International School Yearbook, including photographer(s), printing, etc.; Design of the yearbook, including picture selection, written content, etc.; collection of funds from families for the purchase of yearbooks; distribution of yearbooks.

**Section 3. Ad Hoc Committees**

The Governing Council President, with the consent of the GC, may create additional committees and ad hoc committees and delegate tasks to such additional committees as appropriate. Each additional/ad hoc committee shall have a charge specific to its permitted activities and that charge shall include the

date on which the committee is to present its final report to the GC and be dissolved. Members of ad hoc committees shall be drawn from those parents and staff of the school community who indicate interest in serving on the ad hoc committee and from such others as may be deemed appropriate by the GC.

#### **Section 4. Committee chairpersons**

Chairpersons for standing committees will report to the Governing Council at the request of the GC

#### **Section 5. Resignations and Removal**

Any member of a committee may, at any time, resign by giving written notice to the Chair or the Co-Chair and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any member of a committee may be removed by the School Director whenever in its judgment the best interests of the School would be served thereby.

#### **Section 6. No Compensation**

Members of the committees shall not receive any compensation for their services; however, they may be reimbursed for reasonable expenses in accordance with the New Mexico Mileage and Per Diem Act.

### **ARTICLE V – FACULTY**

#### **Section 1. Faculty engagement, supervision, and termination**

The Head Administrator shall recruit, supervise, and recommend hiring and termination of faculty and staff. The faculty contracts shall be for one school year or less. The Head Administrator shall assign compensation based on a Governing Council-approved salary schedule and shall assign job descriptions for and annually assess the faculty staff.

#### **Section 2. Direction of faculty**

Faculty shall be subject to the Head Administrator's control and direction in all matters relating to their teaching duties and their personal conduct that affects the school's welfare.

### **ARTICLE VI – FISCAL YEAR AND AUDIT**

The school's fiscal year shall begin on the first day of July and end on the last day of June of the following calendar year. The school's financial accounts shall be audited annually by a certified public accountant and in accordance with state law.

### **ARTICLE VII – MAINTENANCE OF RECORDS**

The Governing Council shall task the Head Administrator to maintain:

- a) Minutes of all meetings of the Council and Council committees, indicating the time and place of such meetings, whether regular or special, how called, the notice given and the names of those present and the proceedings thereof;
- b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements gains and losses;
- c) A copy of the TIS Charter and Bylaws amended to date, which shall be open to inspection at all reasonable times during office hours.
- d) Every Governing Council member shall have the right at any reasonable time and for purposes related to school business to inspect and copy all books, records and documents of every kind and to inspect the physical properties of TIS and shall have such other rights to inspect the books, records and properties of the school as may be required under the TIS Charter, other provisions of these bylaws and provisions of law, unless access to a specific record is otherwise restricted by law.

## ARTICLE VIII – IDEMNIFICATION

To the fullest extent permitted under state law, the school shall indemnify any member or officer who is the subject of legal action because the person was a member or officer, including but not limited to payment of settlement, judgment, attorney's fees and costs. The Governing Council may in its discretion indemnify other persons, subject to applicable laws.

### 1.0 ATTACHMENTS

Forms	
Form Number	Form Titles
Not Applicable	

Other Attachments	
Type	Title of Attachment
Not Applicable	

### 2.0 REVISION HISTORY

Version Number	Effective Date	Description of Document Revision
1.0	3/10/14	The GC shall establish the number of members, which shall be set at at least five and shall not be more than seven, to, the GC shall establish the number of members, which shall be set at at least five and shall not be more than ten.

### **STATEMENT OF ACCEPTANCE**

These GC By Laws were approved for amendment by the Governing Council of the Taos International School on March 10, 2014. The effective date of these GC By Laws is March 10, 2014. These GC By Laws are effective and enforceable immediately.

Any future additions, deletions, or amendments of these GC By Laws are to be recorded on the REVISION HISTORY of this document. These revisions will state the date of revision, section revised, and authorization of the revision. A copy of the complete revision will become a permanent part of this document.

## ATTACHMENT E



**AFFIDAVIT OF GOVERNING BODY MEMBER**

STATE OF NEW MEXICO )  
 )  
COUNTY OF )

I, Clifford J. Johnson, after being duly sworn, state:

1. My name is Clifford J. Johnson and I reside in Taos, New Mexico.

2. I am a member of the governing body of the Taos International School in Taos, New Mexico.

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

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

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

[Signature]  
[Signature]

5/9/16  
Date

Clifford J. Johnson  
[Print]

**VERIFICATION**

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 9 day of MAY, 2016.

[Notary Seal:]

[Signature]  
NOTARY PUBLIC

My commission expires: NOV. 8, 2016.



## STATEMENT OF GOVERNING BODY TO CONSULT WITH PED

We, the undersigned, make up the governing body of the Taos International School, located in Taos, New Mexico.

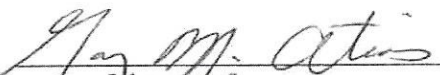
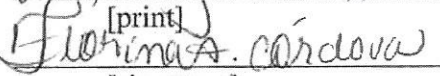
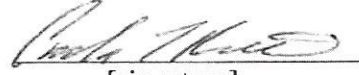
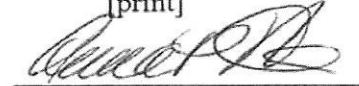
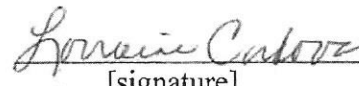
In accordance with 6.80.4.16 NMAC, we agree to consult with the New Mexico Public Education Department on any matter not covered by the manual of accounting and budgeting before taking any action related to funds held as a board of finance.

We make this statement as part of [insert name of school]'s application to the Public Education Commission for status as a board of finance under 6.80.4.16 NMAC.

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

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

THE FOLLOWING MEMBERS OF THE TAOS INTERNATIONAL SCHOOL GIVE THE FOREGOING STATEMENT THIS 9 DAY OF May, 2016

1.   
[signature]  
Gay M. Atias  
[print]
2.   
[signature]  
Florina A. Cordova  
[print]
3.   
[signature]  
Carla L. Romero  
[print]
4.   
[signature]  
Anna P. Romero  
[print]
5.   
[signature]  
Lorraine Cordova  
[print]

Attach additional pages if membership exceeds five.

6.



[signature]

Clifford J. Johnson

[print]

7.

[signature]

[print]

8.

[signature]

[print]

9.

[signature]

[print]

10.

[signature]

[print]

**AFFIDAVIT OF GOVERNING BODY MEMBER**

STATE OF NEW MEXICO )  
 )  
COUNTY OF )

I, Edna J. Peña, after being duly sworn, state:

1. My name is Edna J. Peña and I reside in Des Montes, <sup>Taos County</sup> New Mexico.

2. I am a member of the governing body of the Taos International School in Taos, New Mexico.

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

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

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

Edna J. Peña  
[Signature]

Aug 14, 2017  
Date

Edna J. Peña  
[Print]

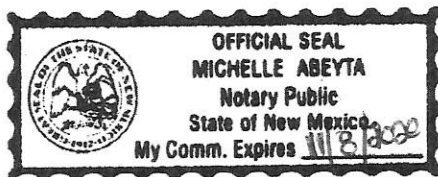
**VERIFICATION**

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 14 day of Aug, 2017.

[Notary Seal:]

Michelle Abeyta  
NOTARY PUBLIC

My commission expires: Nov. 8, 2020.





**STATEMENT OF GOVERNING BODY TO CONSULT WITH PED**

We, the undersigned, make up the governing body of the Taos International School, located in Taos, 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 [insert name of school]'s application to the Public Education Commission for status as a board of finance under 6.80.4.16 NMAC.

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

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

THE FOLLOWING MEMBERS OF THE TAOS INTERNATIONAL SCHOOL GIVE THE FOREGOING STATEMENT THIS 14 DAY OF Aug, 2019.

1. Florina A. Córdova  
[signature]  
Florina A. Córdova  
[print]
2. Carla L. Romero  
[signature]  
Carla L. Romero  
[print]
3. Lorraine Cordova  
[signature]  
Lorraine Cordova  
[print]
4. Anna P. Romero  
[signature]  
Anna P. Romero  
[print]
5. Cliff Johnson  
[signature]  
Cliff Johnson  
[print]

Attach additional pages if membership exceeds five.

6. Edna J. Peña

[signature]

Edna J. Peña

[print]

7. \_\_\_\_\_

[signature]

\_\_\_\_\_

[print]

8. \_\_\_\_\_

[signature]

\_\_\_\_\_

[print]

9. \_\_\_\_\_

[signature]

\_\_\_\_\_

[print]

10. \_\_\_\_\_

[signature]

\_\_\_\_\_

[print]



**AFFIDAVIT OF GOVERNING BODY MEMBER**

STATE OF NEW MEXICO )  
 )  
COUNTY OF )

I, ANNA PARRAZ ROMERO after being duly sworn, state:

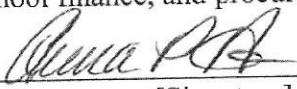
1. My name is ANNA PARRAZ ROMERO and I reside in Taos, New Mexico.

2. I am a member of the governing body of the Taos International School in Taos, New Mexico.

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

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

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

  
[Signature]


5/9/2016  
Date

ANNA P ROMERO  
[Print]

**VERIFICATION**

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 9 day of MAY, 2016.

[Notary Seal:]

  
NOTARY PUBLIC

My commission expires: NOV. 8, 2016.



**STATEMENT OF GOVERNING BODY TO CONSULT WITH PED**

We, the undersigned, make up the governing body of the Taos International School, located in Taos, 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 [insert name of school]'s application to the Public Education Commission for status as a board of finance under 6.80.4.16 NMAC.

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

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

THE FOLLOWING MEMBERS OF THE TAOS INTERNATIONAL SCHOOL GIVE THE FOREGOING STATEMENT THIS 9 DAY OF May, 2016

1. [signature]  
[signature]  
Gary M. Atias  
[print]
2. [signature]  
[signature]  
Florina A. Cordova  
[print]
3. [signature]  
[signature]  
Carla L. Romero  
[print]
4. [signature]  
[signature]  
Clifford S. Johnson  
[print]
5. [signature]  
[signature]  
Lorraine Cordova  
[print]

Attach additional pages if membership exceeds five.

6. Anna P

[signature]

ANNA P ROMERO

[print]

7. \_\_\_\_\_

[signature]

\_\_\_\_\_

[print]

8. \_\_\_\_\_

[signature]

\_\_\_\_\_

[print]

9. \_\_\_\_\_

[signature]

\_\_\_\_\_

[print]

10. \_\_\_\_\_

[signature]

\_\_\_\_\_

[print]

**AFFIDAVIT OF GOVERNING BODY MEMBER**

STATE OF NEW MEXICO )  
 )  
COUNTY OF )

I, Amanda Arellano, after being duly sworn, state:

1. My name is Amanda Arellano and I reside in Albuquerque, New Mexico.

2. I am a member of the governing body of the Taos International School in Taos, New Mexico.

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

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

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

[Signature]  
[Signature]

12-11-17  
Date

Amanda Arellano  
[Print]

**VERIFICATION**

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 11 day of December, 2017.

[Notary Seal:]

[Signature]  
NOTARY PUBLIC

My commission expires: Nov. 8, 2020.



## STATEMENT OF GOVERNING BODY TO CONSULT WITH PED

We, the undersigned, make up the governing body of the Taos International School, located in  
Taos \_\_\_\_\_, New Mexico.

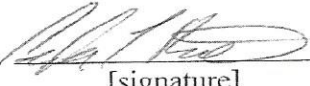
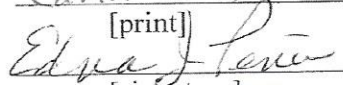
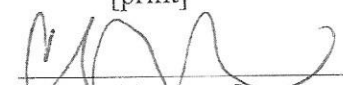
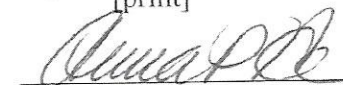

In accordance with 6.80.4.16 NMAC, we agree to consult with the New Mexico Public Education Department on any matter not covered by the manual of accounting and budgeting before taking any action related to funds held as a board of finance.

We make this statement as part of Taos International School's application to the Public Education Commission for status as a board of finance under 6.80.4.16 NMAC.

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

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

THE FOLLOWING MEMBERS OF THE TAOS INTERNATIONAL SCHOOL GIVE THE FOREGOING STATEMENT THIS 11 DAY OF December, 2017.

1.   
[signature]  
Carla L. Romero  
[print]
2.   
[signature]  
Edna J. Peña  
[print]
3.   
[signature]  
Christina Johnson  
[print]
4.   
[signature]  
Anna P. Romero  
[print]
5.   
[signature]  
Amanda Huelmo  
[print]

Attach additional pages if membership exceeds five.

6. Lorraine Cordova

[signature]

Lorraine Cordova

[print]

7. \_\_\_\_\_

[signature]

\_\_\_\_\_

[print]

8. \_\_\_\_\_

[signature]

\_\_\_\_\_

[print]

9. \_\_\_\_\_

[signature]

\_\_\_\_\_

[print]

10. \_\_\_\_\_

[signature]

\_\_\_\_\_

[print]



**AFFIDAVIT OF GOVERNING BODY MEMBER**

STATE OF NEW MEXICO )  
 )  
COUNTY OF )

I, ALICE GARCIA, after being duly sworn, state:

1. My name is ALICE GARCIA and I reside in TAOS, New Mexico.
2. I am a member of the governing body of the Taos International School in Taos, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the [insert name of school]'s governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

Alice Garcia  
[Signature]

SEPT. 10, 2018  
Date

ALICE GARCIA  
[Print]

**VERIFICATION**

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me,  
this 10 day of Sept., 2018.

[Notary Seal:]

[Signature]  
NOTARY PUBLIC

My commission expires: NOV. 8, 2020.



**STATEMENT OF GOVERNING BODY TO CONSULT WITH PED**

We, the undersigned, make up the governing body of the Taos International School, located in  
Taos \_\_\_\_\_, 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 Taos International School's application to the Public Education Commission for status as a board of finance under 6.80.4.16 NMAC.

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

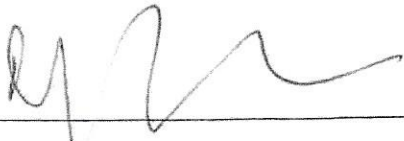
We understand that we must submit an Affidavit of Governing Body Member to the Public Education Commission within 60 days of a change in membership of our governing body.

THE FOLLOWING MEMBERS OF THE TAOS INTERNATIONAL SCHOOL GIVE THE FOREGOING STATEMENT THIS 10 DAY OF Sept, 2012

1. Alice Garcia  
[signature]  
ALICE GARCIA  
[print]
2. Carla Romero  
[signature]  
Carla L. Romero  
[print]
3. Edna J. Peña  
[signature]  
Edna J. PEÑA  
[print]
4. [Signature]  
[signature]  
Amelia Arlano  
[print]
5. Anna P. Romero  
[signature]  
Anna P. Romero  
[print]

Attach additional pages if membership exceeds five.

6.



[signature]

Clifford J. Johnson

[print]

7.

[signature]

[print]

8.

[signature]

[print]

9.

[signature]

[print]

10.

[signature]

[print]

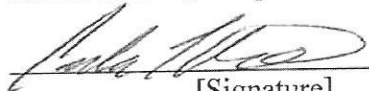
**AFFIDAVIT OF GOVERNING BODY MEMBER**

STATE OF NEW MEXICO )

COUNTY OF )

I, Carla L. Romero, after being duly sworn, state:

1. My name is Carla L. Romero and I reside in Llano Quemado, New Mexico.
2. I am a member of the governing body of the Taos International School in Taos, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the [insert name of school]'s governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

  
[Signature]


7-8-15  
Date

Carla L. Romero  
[Print]

**VERIFICATION**

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me,  
this 8 day of July, 2015

[Notary Seal:]

  
NOTARY PUBLIC

My commission expires: NOV. 8, 2016.





**STATEMENT OF GOVERNING BODY TO CONSULT WITH PED**

We, the undersigned, make up the governing body of the Taos International School, located in Taos, 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.

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

THE FOLLOWING MEMBERS OF THE TAOS INTERNATIONAL SCHOOL GIVE THE FOREGOING STATEMENT THIS 2 DAY OF July, 2015

1. Marilyn Montoya  
[signature]  
Marilyn Montoya  
[print]
2. Dolores A. Trujillo  
[signature]  
Dolores A. Trujillo  
[print]
3. Carla L. Romero  
[signature]  
Carla L. Romero  
[print]
4. Lorraine Cordova  
[signature]  
Lorraine Cordova  
[print]
5. Trinnie Barela  
[signature]  
Trinnie Barela  
[print]

Gary M. Atias  
Gary M. Atias  
Florina A. Cordova  
Florina A. Cordova  
Jacob Archuleta  
Jacob Archuleta

Attach additional pages if membership exceeds five.

**AFFIDAVIT OF FINANCIAL RECORD CUSTODIAN**

STATE OF NEW MEXICO )  
COUNTY OF TROS )

I, MICHAEL J. VIGIL, [affiant] after being duly sworn, state:

1. I live in the City of ALBUQUERQUE, County of BERNARDILLO, 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) CPA CERTIFICATE
- b) ASBO SPENDING BUDGET
- c) CPA CONTINUING ED

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
<u>BSA</u>	<u>UNM</u>	<u>5/80</u>	<u>YES</u>
<u>CPA</u>	<u>NM ACCT BD</u>	<u>9/88</u>	<u>YES</u>
<u>CPA</u>	<u>ST OF ARIZ.</u>	<u>5/82</u>	<u>NO</u>

FURTHER AFFIANCE SAYETH NAUGHT.

[Signature]  
[Signature of Affiant]

5/20/13  
Date

MICHAEL J. VIGIL  
[Print Name of Affiant]

**VERIFICATION**

The forgoing Affidavit of Financial Records Custodian was subscribed and sworn to before me, this 20th day of May, 2013.



[Signature]  
NOTARY PUBLIC



**BOARD OF FINANCE VERIFICATION****School Name:**

<b>Member Name</b>	<b>Notarized Affidavit on File with CSD Y/N</b>	<b>Term Dates</b>
<b>Carla Romero</b>	Y	2015-present
<b>Clifford Johnson</b>	Y	2016-present
<b>Anna Parraz-Romero</b>	Y	2016-present
<b>Amanda Arellano</b>	Y	2017-present
<b>Alice Garcia</b>	Y	2018-present
<b>Edna Pena</b>	Y	2017-present

## ATTACHMENT F



## Taos International School

Student Recruitment and Enrollment Policy	Policy Number:	Version Number: 1.1
	Effective: 5.14.14	Page 1 of 5

### PURPOSE:

#### 1. STUDENT RECRUITMENT

Taos International School welcomes all students who are eligible to attend school in New Mexico. In order to ensure equal opportunity to all those who hope to attend TIS, the school will place newspaper advertisements of general circulation in the Taos area, which includes the communities of Ranchos, Arroyo Seco, Arroyo Hondo, San Cristobal and Questa. Flyers will also be distributed through outreach efforts community (Youth development organizations, neighborhood organizations, and student academic associations). Public forums and local public radio announcements with the different radio stations in Taos were held to provide community information about Taos International School

#### 2. LOTTERY PROCESS

Pursuant to the 1999 Charter Schools Act, should the number of applications received for enrollment be greater than the number of students allowed by the charter, or by the Governing Council limit(s), a lottery process for admission will be instituted for the applicants. This lottery will be carried out two weeks after the closing of the enrollment period. Because the Governing Council may set enrollment limits for each grade, the instituted lottery may only apply to students applying for one grade.

For purposes of the lottery, each applicant will be assigned a number. These numbers will be written on their application packet and on individual cards and placed into a box. These cards will be drawn at random by a municipal court judge, or another appropriate judicial official, and each student will be accepted for enrollment until the number of applications meets the maximum number of students allowed by the charter of the Governing Council. For example, if the maximum number of second grade students established by the Governing Council for the following year is 20, and the returning students who have filed letters-of-intent number 30, the first 20 applicants whose numbers are drawn by the official will be enrolled in TIS. All other applicants will be placed on a waiting list, and will be enrolled in accordance with their assigned lottery number. For example, if the school accepts 20 students, and one drops out, the student with lottery number 21 will then be enrolled. If he or she chooses not to enroll, number 22 will be enrolled, and so forth.

#### 3. ENROLLMENT PROCESS

The following policy describes the procedures Taos International School (TIS) personnel will use in determining admission to the school:



Taos International School

Student Recruitment and Enrollment Policy	Policy Number:	Version Number: 1.1
	Effective: 5.14.14	Page 2 of 5

- a. All students who meet the State of New Mexico's eligibility requirements for attending elementary school will be allowed to apply for admission to TIS. TIS does not discriminate on the basis of race, color, creed, age, gender, religious orientation, or disability in its programs, admissions policies, employment practices, or other operations. TIS is a public elementary school that does not charge tuition or maintain admission requirements.
- b. Each year at the January (winter) meeting, the Governing Council will determine by open vote the number of students to be admitted the following year. This number may be no greater than the limit established by the charter, but may be less. The Governing Council may also establish the total enrollment of students in each grade. This enrollment limit cannot be used to deny re-admission to a currently enrolled student or to the sibling of a currently enrolled student.
- c. By February 15 (if a weekend or holiday, next working day), currently enrolled students must have their enrollment information and intent to return letter for the following turned into the school. Siblings of currently enrolled students who plan to attend TIS must have their application packet turned into the registrar by February 15. Students enrolled by this date are automatically accepted. TIS will then determine the number of spaces available for new enrollees for the next school year. This number will be determined by subtracting the number of students who have filed letters of intent from the limit established by the charter, or the limit(s) established by the Governing Council.
- d. TIS will hold an open enrollment period during the month of March at which time eligible students may file an application packet for admission for the following school year.
- e. If the number of applications received during this period is fewer than the number specified in the approved charter, or fewer than the limit(s) established by the Governing Council, all applicants will be accepted for admission.
- f. If the number of students enrolled during the formal application period is less than the maximum number of students allowed by the charter or the Governing Council, TIS may choose to enact a second enrollment period, which will be held in May and June. If the sum of applications received during both enrollment periods is less than the number specified in the approved charter, or established by the Governing Council, all applicants will be accepted for admission. If the number of applications received during this second period of enrollment, in combination with the earlier enrollees exceeds the maximum number allowed by the charter, a lottery will be instituted using the methods described above. This lottery will apply only to students who applied during the second enrollment period.





## Taos International School

Student Recruitment and Enrollment Policy	Policy Number:	Version Number: 1.1
	Effective: 5.14.14	Page 3 of 5

g. If after both of these open enrollment periods the number of students enrolled in TIS remains below the charter-specified limit, or the Governing Council limit, TIS may choose to continue to hold additional enrollment periods or accept students in accordance with 22-8B-4.1NMSA, students will be accepted "on a first-come, first-served basis or through a lottery selection process if the total number of applicants exceeds the number of spaces available at the...school."

Only those students applying during each enrollment period are subject to participating in a lottery, if one is instituted. All applications must be in the business office by 5:00pm of the final day of the enrollment period.

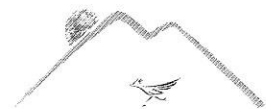
h. Students accepted for admission must confirm in writing their date of enrollment. This date will be indicated on the written notification of admission that will be sent to each student. Students who do not confirm their enrollment by the date and time indicated in the written notification will be dropped from the admission list and placed at the end of the waiting list. All accepted students will be notified by letter within 2-weeks of the last day of the enrollment period. Students who confirm enrollment will be invited to attend an informational meeting in June to review curriculum, policy and procedures and preparation requirements for classes.

i. Parents or guardians of potential students are responsible for maintaining up-to-date information on the enrollment application, and are responsible for notifying TIS, in writing, of any changes in address, telephone number, or other contact information. TIS is not responsible for maintaining contact information with, or continuing a search for, an applicant who cannot be contacted within a reasonable time period and by reasonable effort. If TIS is not able to contact an applicant to either confirm enrollment or to notify the applicant that he or she is to be moved from the waiting list to the admissions list, then the applicant may be dropped from both lists.

l. Parents of students will be required to provide the following for enrolling students.

- TIS Enrollment Application
- Proof of Age (Birth certificate or other acceptable documentation)
- Emergency Medical Authorization
- Emergency Contact Information
- Authorization for Release of Information Form





## Taos International School

Student Recruitment and Enrollment Policy	Policy Number:	Version Number: 1.1
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- Special Education Information (if applicable)
- Immunization Records
- Student Rights & Responsibilities Contract
- Parents Rights & Responsibilities Contract

j. Once admitted to TIS, students who remain in attendance and who meet the state's minimum academic and behavioral requirements will be automatically accepted for each succeeding school year. Additionally, siblings of current TIS students will be automatically accepted for admission to the school, and will not be required to participate in a lottery, if one is instituted.

k. Copies of this policy shall be made available at all locations where enrollment forms are distributed, and on the TIS website. Notice of the availability of this policy shall be included in all advertisements.

### 1. ATTACHMENTS

Forms	
Form Number	Form Titles

Other Attachments	
Type	Title of Attachment

### 2. REVISION HISTORY



Taos International School

Student Recruitment and Enrollment Policy	Policy Number:	Version Number: 1.1
	Effective: <u>5.14.14</u>	Page 5 of 5

Version Number	Effective Date	Description of Document Revision
1.0		New

STATEMENT OF ACCEPTANCE

This document was approved by the Governing Council of the Taos International School on 5.14.14. The effective date of this Policy is 5.14.14. This policy is effective and enforceable immediately.

Any future deletions or amendments of this policy are to be recorded on the REVISION HISTORY of this policy. These revisions will state the date of revision, section revised, and authorization of the revision. A copy of the complete revision will become a permanent part of this Policy.

## ATTACHMENT G

CERTIFICATE OF ASSURANCES

My name is Carla L. Romero and I reside in Rancho de Taos. I am a member of the governing body for Taos International a charter school which is located at Taos. 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.

Carla L. Romero  
Printed Name

  
Signature

10-29-2018  
Date



# CERTIFICATE OF ASSURANCES

My name is Cliff Johnson and I reside in Teos NM. I am a member of the governing body for Teos International School a charter school which is located at 118 Este Es Rd. I certify that the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational programmatic, and financial requirements applicable to charter schools, including:

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

Cliff Johnson  
Printed Name

Clifford J. Johnson  
Signature

10/26/2018  
Date

# CERTIFICATE OF ASSURANCES

My name is Anna P Romero and I reside in Taos NM. I am a member of the governing body for Taos International School which is located at 118 E. 5th St Rd. 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.
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10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.
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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.

Anne P Romero  
Printed Name

Anne P Romero  
Signature

Oct 26-18  
Date



### CERTIFICATE OF ASSURANCES

My name is Edna J. Peña and I reside in TAOS, NM. I am a member of the governing body for TAOS International School a charter school which is located at 118 Este Es. I certify that the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
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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.

Edna J. Peña  
Printed Name

Edna J. Peña  
Signature

Oct. 26, 2018  
Date


# CERTIFICATE OF ASSURANCES

My name is Amanda Arriaga and I reside in Taos, NM. I am a member of the governing body for Taos International School a charter school which is located at 118 ESTEES Rd. I certify that the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
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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.

Amanda Arellano  
Printed Name

  
Signature

10-29-18  
Date

### CERTIFICATE OF ASSURANCES

My name is AULE GARLIA and I reside in TADS, NM. I am a member of the governing body for TADS INTERNATIONAL a charter school which is located at 118 ESTE ES. I certify that the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
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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.

ALICE GARCIA  
Printed Name

Alice Garcia  
Signature

10/29/18  
Date



## **ATTACHMENT H**

## Waivers Requested and the TIS Plan for Addressing Requirements

### State Public Education Department School Code Waivers

Individual class load	The school proposes to have a student ratio of no greater than 20:1 and consequently class loads will not exceed the mandatory maximum as set forth in law. However, depending on the student enrollment, it is possible that certain classes and individual class loads may exceed the maximum class size applicable to the respective grades served.
Teaching load	The school does not anticipate that teaching loads in the core classes will exceed the statutory maximum. However, this waiver is requested so the school administration may have the flexibility to adjust given enrollment and program demands.
Length of school day	The school's calendar and schedule will reflect from 8:00 am to 4:00pm 4 days a week; Monday-Thursday. 8:00-1:30 pm one (1) day a week; Fridays
Purchase of instructional materials	The school shall apply the nondiscretionary waiver that authorizes it to purchase instructional materials that are not on the state adopted list. Materials purchased will align with the materials identified in the curriculum as well as materials that may later identified by the professional staff. All materials purchased will be justified through the school program.
School principal duties NMSA 1978 § 22-10A-18	The school is requesting a waiver from the traditional duties assigned to a public school principal. The school's head administrator referred to as the School's "Director" will not report to the local superintendent of schools, nor the NMPED Charter Schools Division or the Public Education Commission. He/she will act as liaison between the authorizer and the charter school and have such duties as defined in regulation.
Evaluation of School Personnel 22-10-6	The GC shall approve the content of the evaluation of the TIS Director.

## ATTACHMENT I



NEW MEXICO  
GENERAL SERVICES DEPARTMENT

*Nadine Vigil*

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

*in accordance with the requirements established pursuant to*

NMSA 13-1-95.2

*is hereby awarded on this 28th day of November 2017*

*Chief Procurement Officer Certification*

Certificate No. CPO-2015-S6798-01027



*Lawrence O. Maxwell*

*State Purchasing Agent*

## ATTACHMENT J





October 25, 2018

Ms. Nadine Vigil, Director  
Taos International School  
118 Este Rd.  
Taos, NM 87571

**RE: Evidence of Coverage**

Dear Ms. Vigil,

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

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

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

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

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

Sincerely,

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



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
10/17/2018

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

AGENCY Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Ave. #400 Woodland Hills CA 91367		PHONE (A/C, No., Ext): (800) 578-8802		COMPANY Great American	
FAX (A/C, No.): (818) 449-9321		E-MAIL ADDRESS: rservices@pomsassoc.com			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #: 00016280 INSURED New Mexico Public School Insurance Authority Taos International School 410 Old Taos Highway Santa Fe NM 87501		LOAN NUMBER		POLICY NUMBER MOC NO. L0021	
		EFFECTIVE DATE 7/1/2018		EXPIRATION DATE 7/1/2019	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

## PROPERTY INFORMATION

LOCATION/DESCRIPTION Taos International School - 118 Este Rd., Taos, NM 87571
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 EVIDENCE OF PROPERTY INSURANCE 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.

## COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building Contents	PER SCHEDULE ON FILE	\$750

## REMARKS (Including Special Conditions)

Self-Insured Retention for Property: \$750,000.

Evidence of Insurance

## CANCELLATION

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

## ADDITIONAL INTEREST

State of New Mexico Public Education Commission Charter School Division 300 Don Gaspar Santa Fe, NM 87501	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE Jessenia	





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/25/2018

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.

**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).

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

**COVERAGES** **CERTIFICATE NUMBER:** Taos International School **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	<b>COMMERCIAL GENERAL LIABILITY</b> <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 <input type="checkbox"/> 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	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 \$ 2,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 2,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 2,000,000				

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

Self-Insured Retention for Liability is \$750,000 and \$600,000 for Workers' Compensation. See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary.

Evidence of Insurance.

## CERTIFICATE HOLDER

## CANCELLATION

State of New Mexico, Public Education Commission Charter School Division 300 Don Gaspar Santa Fe NM 87501	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

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## COMMENTS/REMARKS

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

## **AMENDMENT No.2 to SCHOOL FACILITY LEASE**

DIAMOND PLAZA LLC, a New Mexico Limited Liability company (“Landlord”), and the Taos International School, a New Mexico charter school authorized and governed by the provisions of the New Mexico charter Schools Act, NMSA 1978, § 22-8B-2 et seq., (“Tenant” or “School”) hereby amend that School Facility Lease (“the “Original Lease”) dated June 27, 2014, as follows:

1. Paragraph 1 of the Original Lease, **LEASE OF PREMISES**, is amended to reflect that for the term of Lease beginning July 1, 2017, the premises as described in Paragraph 1 of the amendment 1 Lease, are instead described on the attached Exhibit “1” which, during that term shall remain the same as amendment No 1 Lease.

2. Paragraph 2 (B)(iii) and 2(B)(iv) of the Amendment No. 1 Lease are replaced with the following and Paragraph 2(B) has a new Paragraph 2(B)(v) as follows:

iii. July 1, 2016 through June 30, 2017: \$18,725.00 per month;

iv. July 1, 2017 through June 30, 2018: \$24,297.00 per month;

v. July 1, 2018 through June 30, 2023: \$24,297.00 per month;

3. Paragraph 2 (D) of the Amendment No. 1 Lease remains the same to state:

**D. Expiration Date:** June 30, 2023, unless renewed or extended pursuant to the terms of this Lease.

4. Paragraph 2 (G), **Premises**, of the Amendment No. 1 remains the same to state as follows:

For the period up to June 30, 2016, the Premises are as described in the Original Lease. For the period beginning July 1, 2016, the Premises are described on the attached Exhibit “1” which, beginning July 1, 2016, shall remain the same as Exhibit “1” of the Original Lease.

5. Paragraph 2 (J), **Tenant Improvements** remains the same: The reference in that Paragraph to an Exhibit “2” shall, for the period commencing July 1, 2016, refer to the



attached Exhibit "2", which during that period, shall supersede and replace the Exhibit "2" attached to the Original Lease for purposes of all references to an Exhibit "2".

6. Paragraph 5(a)(iii) and 5(a)(iv) are replaced with the following, and a new Paragraph 5(a)(v) is added, as follows:

iii. 12 full months beginning July 1, 2016 (previously referred to as 3<sup>rd</sup> 12 full months): \$18,725.00 per month, for the property described as "Phase III" on the attached Exhibit "2" (The area shaded Yellow and labeled 2016-2017 on Attachment A to Exhibit "1")

iv. 12 full months commencing July 1, 2017 (previously referred to as 4<sup>th</sup> 12 full months): \$29,297.00 per month for property and improvements described as "Phase IV" on the attached Exhibit "2" (The area shaded Orange and labeled "2017-2018" on Attachment A to Exhibit "1").

v. 72 full months beginning July 1, 2018: \$33,650.00 per month for property and improvements shown as property and improvements described as "Phase IV" on the attached Exhibit "2" (The area shaded Blue and labeled "2018-2019" on Attachment A to Exhibit "1").

7. Paragraph 6, **RENEWAL TERMS**, is replaced with:

**RENEWAL TERMS**

Tenant is given the option to renew this Lease under the provisions contained in this Lease, as Amended, for up to two additional five (5) year periods (each a "Renewal Term") following the expiration of the then-current Term, by giving notice of exercise of the option ("Option Notice") to Lessor in writing at least six (6) months before the expiration of the then-current Term; provided, however, if Tenant is in default on the date of giving the Option Notice, the Option Notice shall be ineffective, and if Tenant is in default on the date that the Renewal Term is to commence, the Renewal Term shall not commence and this Lease shall expire at the end of the then-current Term.

Rent payable in any Renewal Term shall be \$33,650 per month.

8. Paragraph 7 of the Original Lease is amended to state:

**INTEREST AND LATE CHARGES**. If Tenant fails to pay any Rent when due, or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, after thirty days the unpaid amounts shall bear interest at the rate of one and one-half percent (1.5%) per month. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant

nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

[The only amendment to this Paragraph is to clarify that the stated interest rate shall accrue per month]

9. To the extent the provisions of this Amendment No.1 conflict with the provisions of the Original Lease, the provisions this Amendment No. 2 shall control. Except to the extent amended hereby, and then as amended hereby, the Original Lease shall continue in full force and effect.


IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to School Facility Lease as indicated below on the date set forth by their signatures.

LANDLORD

TENANT

DIAMOND PLAZA, LLC

TAOS INTERNATIONAL SCHOOL,  
a New Mexico public charter school

  
By: Francisco Cordova  
By:

Its: President

Its: Head Administrator/Director

Date 6/4/18

Date: 6-4-18

  
By:

Its: Governing Council President

Date: 6-4-2018

**EXHIBIT 1**  
**To**  
**School Facility Lease**

**Legal Description/Property and Premises**

Tracts B, B-1, and 118 Este Es Road, Taos, NM, more particularly described as and depicted in the attached Attachment A:

Tract B: As described in the records of Taos County, Deed # 000392334, Book B33, Page 402, 12/04/2013

**Tract B-1**

A certain tract of land in Ranchos de Taos, Taos County, New Mexico; located within projected Section 30, Township 25 North, Range 13 East, NMPM; described as part of Tract 29, Map 6, Survey 1 of the 1941 Taos County Reassessment Survey and more particularly described by metes and bounds as follows;

BEGINNING at the SW corner of this tract, a 1/2 in. rebar found from whence triangulation station "Lady", a 1973 State Engineer's Office brass cap monument found bears S 86°40'14" W, 3851.07 ft. distant, thence;

N 30°31'39" E, 89.17 ft. to the NW corner, a 1/2 in. rebar set, thence;  
S 57°23'23" E, 90.29 ft. to the NE corner, a 1/2 in. rebar set, thence;  
S 32°36'30" W, 95.40 ft. to the SE corner, a 1/2 in. rebar found, thence;  
N 53°15'26" W, 87.28 ft. to the POINT AND PLACE OF BEGINNING.

This tract contains 0.188 acre, more or less; all as shown on a survey plat entitled "Francisco & Amy Cordova" RGSS survey no. L2179-B, by Scott B. Crowl, NMLS no. 12441, dated 09/05/2003.

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

**EXHIBIT 1**  
**To**  
**School Facility Lease**

**Description/Property and Premises**

The real property and improvements located at 118 Este Es Road, Taos, NM, more particularly depicted in the attached Attachment A.

**EXHIBIT 2**  
**To School Facility Lease**

**Landlord's Construction Obligations/Tenant Improvements**

A. Landlord shall make the following improvements to the Property and Premises (the "Tenant Improvements"), according to the schedule below, at Landlord's expense:

1. Landlord agrees to make the following improvements to Phase III of the Premises, to be completed before the August 1, 2016 (the "Phase III Improvements"): Improvements to be made: \_\_\_\_\_

2. Landlord agrees to make the following improvements to Phase IV of the Premises, to be completed by August 1, 2017 (the "Phase IV Improvements"): \_\_\_\_\_

3. Landlord agrees to make the following improvements to Phase V of the Premises, to be completed by August 1, 2018 (the "Phase V Improvements"): \_\_\_\_\_

B. Any and all Tenant Improvements shall be made in accordance with the provisions of the applicable building code(s) and in conformance with the Educational Occupancy provisions therein. In addition, all Tenant Improvements shall comply with federal and state laws applicable to the Property and Premises, including but not limited to the Americans With Disabilities Act ("ADA"), and PSFA state adequacy standards.

C. Landlord shall ensure that, at the time that each of the Phased Improvements are completed and occupied by the Tenant, the Premises, Property and Tenant Improvements comply with applicable local, state and federal occupancy requirements for public schools, including but not limited to E-Occupancy provisions of the International Building Code, ADA, and PSFA state adequacy standards, and that the facilities occupied by the Tenant meet or exceed the wNMCI for New Mexico public schools.

D. PLAYGROUND PARCEL. The "Old Playground Parcel" and the "New Playground Parcel," as depicted in Exhibit 1, are part of the leased Premises and are provided by Landlord to Tenant on an exclusive-use basis. There is playground equipment erected on the Old Playground Parcel that will be moved to the New Playground Parcel by Tenant. Landlord shall have no obligation to construct any improvements on, provide maintenance on, or provide any equipment for either Playground Parcel, except for placement and maintenance of a 6-foot chain link fence with gate around perimeter of identified playground; to ensure separation of the Playground Parcel from the remainder of the Property. Tenant may continue to place non-permanent improvements and alterations on the Old Playground Parcel, at Tenant's cost, but once Tenant moves the playground equipment to the New Playground Parcel, Tenant shall vacate forever the use of the Old Playground Parcel as a playground. Tenant may place non-permanent improvements and alterations on the New Playground Parcel, at Tenant's cost, but upon vacation of the Premises, Tenant shall restore the Playground Parcel to its original condition, less normal wear and tear.





NEW MEXICO PUBLIC EDUCATION DEPARTMENT  
BEFORE THE NEW MEXICO SECRETARY OF EDUCATION

In the Matter of	)
Taos International School,	)
Appellant	)
	)
vs.	)
	)
New Mexico Public Education Commission	)
Respondent	)

**DECISION AND ORDER**

This matter came before the Secretary of Education of the New Mexico Public Education Department ("PED"), Christopher Ruszkowski ("Secretary"), following a Notice of Appeal filed in District Court on April 30, 2018, appealing PED's decision to deny the renewal of the charter of Taos International School ("TIS"), and following a subsequent Confidential Settlement Agreement and Release, executed on October 12, 2018 ("Agreement").

**DECISIONAL AUTHORITY**

This Decision and Order of the Secretary is issued pursuant to: NMSA 1978, Sections 22-8B-6(M), 22-8B-7, 22-8B-12; and Rule 6.80.4 NMAC ("*Charter School Application and Appeal Requirement* ") (2009). The Secretary finds and concludes:

**FINDINGS**

HAVING FOUND that TIS and PED entered into an Agreement on October 12, 2018, following a Notice of Appeal, appealing the decision denying the renewal of TIS' charter;

HAVING FOUND that, as part of the Agreement, it was agreed that within five (5) business days of execution of the Agreement, an order would be entered reversing the prior decision issued on April 13, 2018 on the Public Education Commission's ("PEC") Denial ("Order"), and remanding the matter with the following requirements for PEC and TIS:

- 1) That the PEC must negotiate and enter into a charter contract with TIS with terms as contemplated by the Charter Schools Act for a three year term, 2018-2019, 2019-2020 and 2020-2021 ("Contract");
- 2) That the PEC and TIS must enter into the Contract by no later than thirty (30) days following this Order, which Contract must include the following conditions ("Conditions"):
  - a) TIS is required to earn an average letter grade of "C" or better on the A-F School Grading Report using the 2017-2018, 2018-2019, and 2019-2020 school years;
  - b) TIS shall be required to attain full International Baccalaureate (IB) authorization for its Primary Years Programme by no later than December 1, 2020 and will attain full authorization or have made substantial progress toward its Middle Years Programme by December 1, 2020;
  - c) TIS is required to meet or exceed state proficiency averages in English Language Arts and Math in both the 2018-2019 and 2019-2020 school years. The overall statewide proficiency rates from K-12<sup>th</sup> grade on state-mandated assessments shall be used to determine achievement of this condition;
- 3) That the Contract must reflect that each and every one of the Conditions must be met, with all three conditions included in the Contract, and with the Contract in the form attached to the Agreement and this Order as "Exhibit A"; and
- 4) That the Contract must provide that in the event TIS fails to meet any of the Conditions as reflected in the Agreement the PEC may move to revoke or to non-

renew TIS' charter, which action shall be in accordance with the provisions of the Contract, requirements of the Charter Schools Act and policies of the PEC;

### **CONCLUSION**

IT IS HEREBY ORDERED that this matter is remanded to the PEC to enter into a charter contract with TIS with terms as contemplated by the Charter Schools Act for a three year term, 2018-2019, 2019-2020 and 2020-2021;

IT IS FURTHER ORDERED that the PEC and TIS are directed to enter into the Contract by no later than thirty (30) days following the issuance of this order.

IT IS FURTHER ORDERED that the Contract shall include the following Conditions:

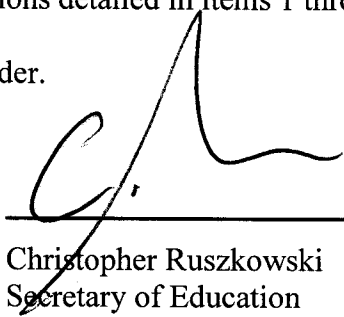
1. TIS is required to earn an average letter grade of "C" or better on the A-F School Grading Report using the 2017-2018, 2018-2019, and 2019-2020 school years.
2. TIS shall be required to attain full International Baccalaureate (IB) authorization for its Primary Years Programme by no later than December 1, 2020 and will attain full authorization or have made substantial progress toward its Middle Years Programme by December 1, 2020.
3. TIS is required to meet or exceed state proficiency averages in English Language Arts and Math in both the 2018-2019 and 2019-2020 school years. The overall statewide proficiency rates from K-12<sup>th</sup> grade on state-mandated assessments shall be used to determine achievement of this condition.

IT IS FURTHER ORDERED that the Contract shall reflect that each and every one of the Conditions must be met, with all three conditions included in the Contract, and with the Contract in the form attached to the Agreement and this Order as "Exhibit A"; and

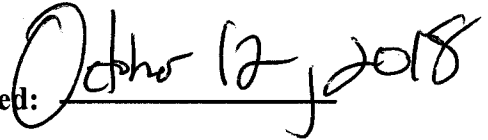
IT IS FURTHER ORDERED that the Contract shall provide that in the event TIS fails to meet any of the Conditions as reflected in the Agreement, the PEC may move to revoke or to non-renew TIS' charter, which action shall be in accordance with the provisions of the Contract, requirements of the Charter Schools Act and policies of the PEC;

IT IS FURTHER ORDERED that the PEC and TIS shall negotiate in good faith any additional terms of the Contract, but in no event shall any such terms conflict with the Conditions detailed in items 1 through 3 of the immediately preceding paragraph in this Decision and Order.

By:

  
Christopher Ruszkowski  
Secretary of Education

Dated:

  
October 12, 2018

### CERTIFICATE OF SERVICE

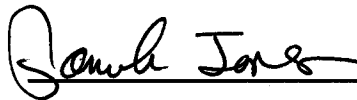
I hereby certify that a true and correct copy of the foregoing Decision and Order was served upon the following individuals by first class mail at the following addresses and also served as indicated in italics, this October 16, 2018, as indicated below:

*by email to:*

Patricia Gipson, PEC Chair  
c/o Beverly Friedman  
300 Don Gaspar  
Santa Fe, NM 875010  
[gipwillpec7@gmail.com](mailto:gipwillpec7@gmail.com)

*by email to:*

Patricia Matthews  
Taos International School  
1925 Aspen Drive, Suite 301A  
Santa Fe, NM 87505  
[pmatthews@matthewsfox.com](mailto:pmatthews@matthewsfox.com)



Pamela Jones, Paralegal  
NM PED Office of General Counsel

## **EXHIBIT A**



## EXHIBIT A

Charter Contract Between the  
New Mexico Public Education Commission  
And  
[NAME OF CHARTER SCHOOL]

This Charter Contract, (the "Contract"), is hereby entered into by and between the New Mexico Public Education Commission, (the "Commission"), and [NAME OF CHARTER SCHOOL], (the "School", and, together with the Commission, the "Parties"), a New Mexico Charter School, effective this \_\_\_ day of \_\_\_\_\_ 20\_\_.

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 application for the School on [DATE OF CHARTER APPLICATION APPROVAL], (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 [NAME] [and [NAME]], 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 [DATE], found on the last page of this Contract with signatures.

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

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

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

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

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

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

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

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

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

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

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

"State" means the State of New Mexico.

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

## SECTION 2: SCOPE

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

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

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

## SECTION 3: TERM

1. The term of this Contract shall be in full force and effect until June 30, [REDACTED]. 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. [REDACTED]
  - 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 \_\_\_\_\_ students in grades \_\_\_\_\_.

- 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 \_\_\_\_\_.

4. **Partner Organization or Management Company** (REMOVE IF NOT APPLICABLE):

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

5. **Relationship with a Non-Profit Foundation** (REMOVE IF NOT APPLICABLE OR REMOVE PROVISIONS THAT ARE NOT APPLICABLE)

- 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. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_
- iv. \_\_\_\_\_
- v. add more as necessary

**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 exact 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 replace any member who is removed or who resigns within 45 days of such removal or resignation.
- 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 Commission within 15 days of any and all allegations of, or convictions for, inappropriate contact with a student or other minor by a member of the Governing Body, and shall notify 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.
- xi. 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.
  - xii. 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, admission policies and employment practices and all other operations. Attachment F, incorporated herein by reference, states the School's admission 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 Commission and the Department within 15 days of the allegations of, or convictions for, inappropriate contact with a student or other minor by any staff member, employee, or contractor and shall notify 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.
  - 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):

School Name (Grades)  
School Address  
City, State Zip

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 Accountability Plan, 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 (C or better in the A-F Grading).
- 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 the following types and amounts of insurance liability coverage:



**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 Indemnatee, be indemnified by the School from and against any and all claims. It is agreed that the School will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This provision shall be subject to annual budget and appropriation by the New Mexico Legislature.

9. **Employees and Contractors:** This Charter is not an employment contract. No officer, employee, agent, or subcontractor of the School is an officer, employee, or agent of the Commission or the Department.
10. **Non-Discrimination:** The School shall comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act. The School shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, sexual orientation, gender identity, spousal affiliation, national origin or disability.
11. **Notices:** Any notice required, or permitted, under the Contract shall be in writing and shall be effective immediately upon personal delivery, upon receipt of electronic mail, or three (3) days after mailing to the following:

**Charter School:**



**New Mexico Public Education Commission:**

Patricia Gipson  
New Mexico Public Education Commission  
300 Don Gaspar Santa Fe, NM 87505

The Commission 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.

**CHARTER SCHOOL NAME**

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By \_\_\_\_\_,  
\_\_\_\_\_, Charter Representative for \_\_\_\_\_

**NEW MEXICO PUBLIC EDUCATION COMMISSION**

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By \_\_\_\_\_  
Patricia Gipson, Chair of the New Mexico Public Education Commission.

## **CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE**

This Confidential Settlement Agreement and Release of all Claims (hereinafter, "Agreement") is entered into by and between the Governing Council of Taos International School and Taos International School (hereinafter collectively, "TIS" or "Releasors"), and Christopher Ruszkowski as Secretary of the New Mexico Public Education Department (hereinafter, "PED" or "Releasees"), this 8 day of October, 2018.

### **1. RECITALS.**

- A. TIS filed an appeal pursuant to NMSA 1978, §22-8B-7 in the First Judicial District Court, referenced by the following caption: *The Governing Council of Taos International School, a New Mexico Public Charter School, and Taos International School, Appellants, vs. Christopher Ruszkowski, in his official capacity as the Secretary of the New Mexico Public Education Department, Appellee*, Case No. D-101-CV-201801329 (hereinafter, "Appeal").
- B. In the Appeal, TIS pled and alleged claims which the PED disputes and denies. Such claims include, but are not limited to, claims that PED did not act in accordance with law and due process when it rendered its decision to uphold the Public Education Commission's ("PEC") decision to not renew the charter of TIS ("PEC's Denial"), that the PEC's written decision was ultra vires, invalid and void, that the Secretary's conclusion that the "Department's standards of excellence" as set forth in NMSA 1978, §22-8B-12(K) equates to a certain letter grade issued pursuant to the A-B-C-D-F School Rating System, was arbitrary and capricious, not supported by substantial evidence, contrary to law, and deprived TIS of due process, and that the PEC violated its charter contract with TIS and, therefore, acted contrary to law.
- C. TIS and PED desire to make a full and final resolution of the pending Appeal by TIS dismissing the Appeal with prejudice, including any and all issues that could be or could have been raised by TIS in the Appeal, and the Secretary's reconsidering the PEC's Denial and directing the PEC to renew TIS' charter contract for a period of three years (July 1, 2018 through June 30, 2021), and without any admission by the parties with respect to any such issues.

### **2. CONSIDERATION FOR AGREEMENT AND RELEASE.**

In consideration of the parties' execution of this Agreement wherein the Secretary agrees to reverse his decision upholding the PEC's Denial, and TIS agrees to dismiss the Appeal with prejudice, and such other good and valuable consideration as set forth herein, the parties agree as follows:

- A. The Secretary shall, within five (5) business days of this Agreement, enter an order reconsidering and reversing the prior decision issued on April 13, 2018 on PEC's Denial ("Order") and will in that Order remand the matter to the PEC

ordering the PEC to negotiate and enter into a charter contract with TIS with terms as contemplated by the Charter Schools Act for a three year term, 2018-2019, 2019-2020 and 2020-2021 (hereafter the "Contract"). The Order shall further direct the PEC and TIS to enter into the Contract by no later than thirty (30) days following the Secretary's Order, which Contract shall include conditions limited to those set forth in subparagraphs 2.B (1 - 3)(the "Conditions") as stated below. The PEC and TIS shall negotiate in good faith any additional terms of the Contract, but in no event shall any such term conflict with the Conditions.

- B. TIS shall meet the Conditions of the Contract as listed in this subparagraph, during the three year period of July 1, 2018, through June 30, 2021:

**Conditions**

1. TIS is required to earn an average letter grade of "C" or better on the A-F School Grading Report using the 2017-2018, 2018-2019, and 2019-2020 school years.
  2. TIS shall be required to attain full International Baccalaureate (IB) authorization for its Primary Years Programme by no later than December 1, 2020 and will attain full authorization or have made substantial progress toward its Middle Years Programme by December 1, 2020.
  3. TIS is required to meet or exceed state proficiency averages in English Language Arts and Math in both the 2018-2019 and 2019-2020 school years. The overall statewide proficiency rates from K-12<sup>th</sup> grade on state-mandated assessments shall be used to determine achievement of this condition.
- C. The PEC and TIS shall enter the Contract reflecting that each and every one of the Conditions listed in subparagraphs 2.B(1-3) must be met. The Contract must include all three conditions and be in the form attached to this Agreement as "Exhibit A".
- D. The Contract shall provide that in the event TIS fails to meet any of the Conditions as reflected above in subparagraph 2. B.(1-3), of this Agreement, the PEC may move to revoke or to non-renew TIS' charter, which action shall be in accordance with the provisions of the Contract, requirements of the Charter Schools Act and policies of the PEC.

3. **NO ADMISSION.**

This Agreement does not constitute and will not be construed as an admission by Releasee, as defined in Paragraph 6, of any claims brought by or which could have been brought by TIS. Releasee specifically denies and disclaims any such claims whatsoever made in the Appeal or which could have been made in the Appeal, on part

of itself, any elected or appointed officials, attorneys, officers, employees, agents, predecessors, successors, or assigns.

TIS further understands that Releasee, by agreeing to this Agreement, does not admit any liability or claim of any kind and that liability and claims have at all times been denied, and that the settlement evidenced by this Agreement is a compromise to avoid further litigation and to terminate all controversy and claims against Releasee of any nature, known or unknown, including further developments thereof in any way growing out of the claimed actions or omissions connected with the Appeal.

4. AGREEMENT NOT TO PURSUE CLAIMS IN ANY FORUM.

TIS agrees that upon execution of this Agreement, TIS will dismiss the appeal with prejudice and will not permit anyone on its behalf to file, initiate, appeal, prosecute, or otherwise pursue or assist in pursuing any claim or cause of action against Releasees in any administrative, judicial, or other forum in accordance with Paragraph 6 of this Agreement, except for enforcement of this Agreement, which is likewise available to PED.

5. AGREEMENT AND RELEASE UNDERSTOOD.

The parties hereto represents that their representatives and designees have thoroughly read this Agreement, their representatives and designees in this Agreement have the capacity to understand and do understand all of its provisions and are voluntarily entering into this Agreement. The parties represent that they have been given adequate time to consider this Agreement prior to execution hereof, and have in fact consulted with and been advised by an attorney of their choice prior to entering into this Agreement.

6. GENERAL RELEASE.

TIS on behalf of itself, and its representatives, successors, assigns, affiliates, incorporated or unincorporated, past and present elected or appointed directors, officials, agents, employees (past, present, actual, ostensible, and borrowed), contractors, attorneys, servants, partners, partnerships, or professional associations, ("Releasors") fully release, acquit, and forever discharge PED, its administrators, personal representatives, the agency, successors, assigns, affiliates, incorporated or unincorporated, past and present elected or appointed directors, officials, agents, employees (past, present, actual, ostensible, and borrowed), contractors, attorneys, servants, partners, partnerships, or professional associations, of any and all claims, actions, suits, causes of action, charges, grievances, obligations, rights, demands, debts, damages, costs losses, liabilities or accountings of whatever nature, whether or not known, suspected or claimed, arising out of or in any way related to, and including but not limited to any and all claims which were asserted or which could possibly have been asserted against Releasee in any lawsuit arising out of or relating

to the claimed acts or omissions in the Appeal, whether known or unknown, and regardless of the legal theory upon which such claim could have been based.

The Releasors expressly agree that they will not hereafter institute, commence, prosecute or otherwise pursue any proceeding, action, complaint, claim, charge or grievance against any of the other Releasees, in any administrative, judicial or other forum whatsoever, with respect to the claimed acts or omissions in the Appeal, except to enforce the terms of this Agreement. This release includes, without limitation, any claims which were or could have been brought under federal and state civil rights law, federal and state constitutional law, federal and state statutory or common law, administrative code rules or regulation, and/or pursuant to PED policy, procedure, or contract with respect to or arising from the claimed acts or omissions in the Appeal.

7. COVENANT OF CONFIDENTIALITY.

Except as otherwise stated below, as further consideration for this Agreement, TIS and PED acknowledge and agree, to the extent permitted by law, that the details, terms, conditions and amount of the settlement shall be kept completely confidential and shall not be voluntarily disclosed to third parties, including but not limited to any member of the public. This provision shall not prohibit the parties from disclosing the terms of this Agreement pursuant to an order of a court of competent jurisdiction, or as a result of compulsory process or statutory provision, including applicable provisions of the Inspection of Public Records Act, which both parties understand may apply.

Upon execution of this Agreement, TIS shall be permitted to issue a public statement announcing that a resolution to the Appeal has been reached, and that the School has been renewed for a three year term (July 1, 2018 through June 30, 2021).

8. INTEGRATION.

This Agreement contains the entire agreement between the parties, their agency, and representative. All of the terms of this Agreement are contractual and are not mere recitals.

9. SAVINGS.

If any provision of this Agreement is deemed to be void or unenforceable, the parties agree that the remaining provisions of this Agreement shall be valid and enforceable.

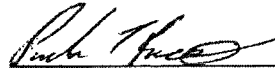
10. BINDING EFFECT.

This Agreement is binding on, and the benefits inure to, the parties hereto and their successors and assigns. It may be modified only in writing signed by all of the parties.

11. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.

The undersigned represent and warrant that they have the capacity, right and authority to execute this Agreement, and that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, demands, obligations, or causes of action referred to in this Agreement.

**GOVERNING COUNCIL OF TAOS  
INTERNATIONAL SCHOOL**

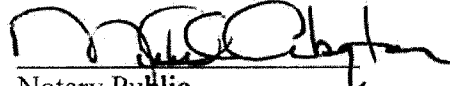


Carla Romero  
Governing Council President

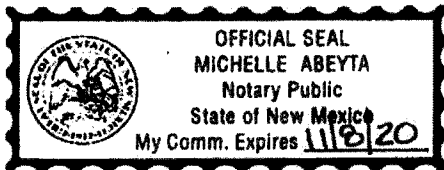
Dated: 10-8-2018

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF TAOS )

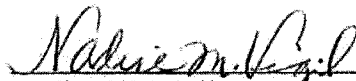
This instrument is acknowledged before me on this 8 day of October, 2018, by Carla Romero, President of the Taos International School Governing Council.

  
Notary Public

My Commission Expires: Nov. 8, 2020



**TAOS INTERNATIONAL SCHOOL**

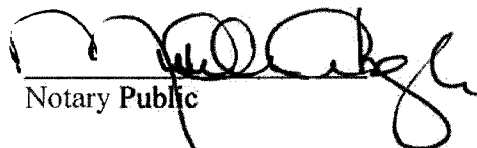
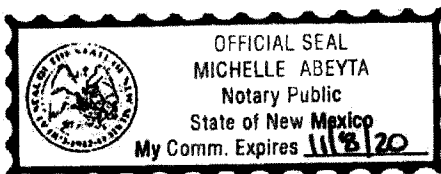


Nadine M. Vigil  
Head Administrator/Director

DATED: 10-8-2018

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF TAOS )

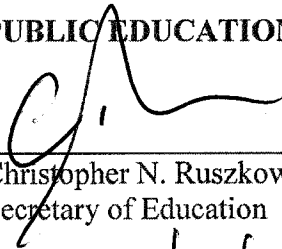
This instrument is acknowledged before me on this 8 day of October, 2018, by Nadine Vigil, Head Administrator of the Taos International School.

  
Notary Public



My Commission Expires: Nov. 8, 2020

**PUBLIC EDUCATION DEPARTMENT**

  
\_\_\_\_\_  
Christopher N. Ruszkowski  
Secretary of Education

DATED: 10/12/2018

STATE OF NEW MEXICO )  
                                  ) ss.  
COUNTY OF SANTA FE )

This instrument is acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by Christopher N. Ruszkowski, Secretary of the New Mexico  
Public Education Department.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_