

**Board of Education Regular Meeting  
Educational Services Center  
610 Alta Vista, Santa Fe NM  
September 3, 2019  
5:30 p.m. Regular Session**



- I. Opening Activities**
  - A. Call to Order
  - B. Pledge of Allegiance and the Salute to the New Mexico Flag
  - C. Acknowledgement of Tribal Land
  - D. Approval of Agenda
- II. Introduction of Interpreter**
- III. School Board Showcase**
  - A. Santa Fe High School Choir
  - B. First Serve - Arthur Ashe Essay Contest Winners
- IV. Public Forum**
- V. Union Update**
- VI. Student Board Members Announcements and Follow Up**
- VII. Board Announcement and Follow Up**
- VIII. Superintendent Announcements and Follow Up**
- IX. Consent**
  - A. Budget Adjustment Requests
  - B. Contracts Over \$50,000
  - C. Per Capita Feeder Approval - Aspen Community School
  - D. Approval of Minutes
    - 1. August 13, 2019 - Study Session
    - 2. August 20, 2019 - Regular Meeting
- X. Action**
  - A. Monte Del Sol Charter School Request
  - B. First Reading of Amended Policy 545 Tax Levy Elections and Charter Schools
  - C. Resolution 2019/2020-3, CALL TO CLIMATE CHANGE ACTION Calling on Congress and State Legislature to Act on Climate to Protect Students
  - D. 2019/2020 Board Committee Appointment to CRC by Board Secretary Rudy Garcia

## **XI. Presentation**

A. Santa Fe Curriculum Maps

## **XII. Board Discussion and Possible Action**

A. Middle School Soccer (S.Carrillo)

## **XIII. Advanced Planning**

09/11/2019 6:00 p.m. CRC Meeting  
09/12/2019 Audit Committee Meeting  
09/14/2019 11:30 - 2:30 p.m. SFPS Back to School Bash, Franklin E. Miles Park, 1027 Camino Carlos Rey  
09/17/2019 (Tentative 4:30 p.m. Executive Session) 5:30 p.m. Regular Meeting  
09/18/2019 8:00 a.m. - 9:00 a.m. 2019 Legislative Breakfast. ESC 610 Alta Vista  
09/19/2019 5:30 p.m. - 8:30 p.m. NMSBA Region II Meeting, Pojoaque Valley School District ,  
Pojoaque Valley High School Commons Area, 1574 State Road 502 West Santa Fe , NM  
09/24/2019 5:00 p.m. Study Session Finance Subcommittee  
09/25/2019 (Tentative 6:00 p.m. CRC Meeting)  
10/01/2019 (Tentative 4:30 p.m. Executive Session) 5:30 p.m. Regular Meeting  
10/08/2019 (Tentative 5:00 p.m. Study Session)  
10/09/2019 6:00 p.m. CRC Meeting  
10/10/2019 Audit Committee Meeting  
10/15/2019 (Tentative 4:30 p.m. Executive Session) 5:30 p.m. Regular Meeting  
10/22/2019 (Tentative 5:00 p.m. Study Session)  
10/23/2019 (Tentative 6:00 p.m. CRC Meeting)  
11/06/2019 (Tentative 4:30 p.m. Executive Session) 5:30 p.m. Regular Meeting  
11/11/2019 Audit Committee Meeting  
11/12/2019 5:00 p.m. Study Session Finance Subcommittee  
11/13/2019 6:00 p.m. CRC Meeting  
11/19/2019 (Tentative 4:30 p.m. Executive Session) 5:30 p.m. Regular Meeting  
Thanksgiving Break Nov. 27-29, 2019

## **XIV. Adjournment**

*If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Board of Education Office at (505) 467-2003 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Board of Education Office at (505) 467-2003 if a summary or other type of accessible format is needed.*

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*Si usted es un individuo con una discapacidad que necesita un lector, amplificador, intérprete de lenguaje de señas cualificado o cualquier otra forma de servicio o ayuda auxiliar para asistir o participar en la audiencia o reunión, póngase en contacto con la oficina de la Mesa Directiva de Educación al (505) 467-2003 al menos una semana antes de la reunión o tan pronto como sea posible. Los documentos públicos, incluyendo la agenda y minutos, pueden proporcionarse en diversos formatos accesibles. Póngase en contacto con la Mesa Directiva de Educación al (505) 467-2003 si se necesita un resumen u otro tipo de formato accesible.*

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*Para más información sobre la notificación de la no discriminación, visite <http://wvdcrobcplp01.ed.gov/CFAPPS/OCR/contactus.cfm> para la dirección y número de teléfono de la oficina que sirve su área, o llame al 1-800-421-3481"*

**Monte del Sol Charter School  
Presentation for Consideration for Charter Renewal by  
Santa Fe Public School**

- 1. Statement of Reason for Seeking Charter Renewal**
- 2. Who is Monte del Sol Charter School? (at a glance)**
- 3. The Cool**
  - Mentorships
  - Camping
    - Beginning of the year
    - Chaco Canyon
    - 8th Grade Wilderness
    - Outdoor athletics which introduced 15 students to downhill skiing
  - Sustainable College and Career Readiness
    - Certificate pathways in Healthcare, Culinary and Sustainable Technologies
  - International Trips
    - Japan last year, Spain this year. LISTO with the SFCC a couple of years ago.
  - The Peace Museum
    - A year-long Project Based Learning effort with support from the Lannan Foundation, including the projects being exhibited to the public at the Foundation's offices
- 4. The Nitty Gritty**
  - Financial Status
    - Statement of Net Position June 30, 2018
    - Findings and responses for year ending June 30, 2018
  - Operations
    - PEC/CSD Authorized Annual Monitoring
- 5. Where the Rubber Meets the Road**
  - Institutional Growth (last 5 years: D, D, C, D, D—no longer on the webpage!)
    - Letter Grade
    - Student Growth
    - Academic Performance Framework with PEC
    - PPE - 2 years-finished
    - Santa Fe Center For Transformational School Leadership - 4 years-starting

### **Why move back to the district?**

As a state charter school, Monte is authorized by the Public Education Commission (PEC) and managed by the PED through the Option for Parents and Families (formerly Charter School Division). Neither institution is focused on Santa Fe. A critical component of our charter is a focus on community, and we miss being part of the district. There are several synergies that come with being authorized by the district.

We would like to initiate inter-school activities with like schools (charter and magnet) as well as regular public schools. We have collegial relationships with other Santa Fe schools, such as Mandela, whose Incoming Principal Learner was a teacher and former colleague in Monte's LISTO (Language Institute for Sustainability and Transformative Education in Oaxaca) program. The city has launched Inspire Santa Fe, another variation of a mentorship program with whom we are collaborating. We want to share with the district how we get 150 students a year into mentorships and prepare them for their all-school presentations. All students must complete two mentorships to graduate, which means that the students who would most benefit participate.

We moved to the state four years ago, during my first year as Head Learner. My analysis in hindsight was mistaken: rather than moving from the oversight of two bureaucracies to one, we essentially ended up moving from oversight by one institution to in our community to oversight by two separate state-wide agencies that don't always see eye-to-eye. We want to come home.

# **Who is Monte del Sol Charter School?**

**June 4, 2019**

**Enrollment on 120th day:**

**2019 - 347; 2018 - 340; 2017 - 344; 2016 - 358; 2015 - 355**

**School Grade**

**2018-19 D; 2017-18 D; 2016-17 C; 2015-16 D; 2014-15 D; 2013-14 B;  
2012-14 B**

**Demographics:**

**(From 2017-2018 PED District report Card)**

**74% Hispanic**

**19% Caucasian**

**5% Asian**

**2% Other (African American, Native American, Pacific Islander)**

**67% Economically Disadvantaged**

**17% Students w/Disabilities (Special Education)(2019 data)**

**15% English Learners (Does not include all bilingual)**

**15% Recently Arrived in the U.S.**

## **4 year graduation rates (Cohort of 2017):**

<b>Monte del Sol Total:</b>	<b>72%</b>	<b>SFPS: 69%</b>	<b>State: 71%</b>
<b>MdS Economically Disadvantaged:</b>	<b>75%</b>	<b>SFPS: 69%</b>	<b>State: 66%</b>
<b>MdS Students w/ Disabilities:</b>	<b>69%</b>	<b>SFPS: 52%</b>	<b>State: 62%</b>
<b>English Learners:</b>	<b>78%</b>	<b>SFPS: 62%</b>	<b>State: 68%</b>

## **2017-18 Achievement Data (PARCC & SBA)**

<b>Reading Proficiency: 23%</b>	<b>SFPS: 36%</b>	<b>State: 39%</b>
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Math Proficiency: 12%	SFPS: 18%	State: 21%
7th grade Science Proficiency: 37%	SFPS: 33%	State: 43%
11th grade Science proficiency: 29%	SFPS: 19%	State: 27%

### **Mentorship Program**

56% of students taking a mentorship in 2017-2018 showed a .3 increase in their GPA or had a GPA of 3.5 or better

#### **Recent Mentorships Offered:**

##### **Arts**

Hip Hop Dancing, Visual Arts, Music, Music Theory, Acoustic Guitar, Clay Sculpture, Folklorico Dance, voice, Tango, Fire Dancing, Middle Eastern Dance, Theatre, Salsa Dance, Photography, Violin, Glass Blowing, Graffiti Art, Break Dancing, Cake Decoration, Piano, Mariachi, Bass Guitar, Painting, Pottery, Ceramics, Sculpture, Stone Carving, Drumming, Portrait Drawing, Mural Painting, Electric Guitar, Digital Photography, Pyrography (Wood Burning Art,) Printing,

##### **Humanities**

American Sign Language, Creative Writing, Pedagogy, Japanese Culture, Psychology, Architectural Restoration, Korean language and Culture, Activism/Social Justice,

##### **Athletics**

Aerial Fabric, Physical Fitness, Skateboarding, Soccer, Bowling, Archery, Horseback Riding, Rock Climbing, Fencing, Jiu Jitsu, Mountain Biking, Kickboxing, Basketball, Fencing, Marine Training, Circus Performance, Football, Marksmanship & Gun Safety, Boxing,

### **Careers**

Immigration Law, Fashion Design, Auto Body Work, Music Business, Marketing, Carpentry, Electrical Engineering, Culinary Arts, Physical Therapy, Veterinary Medicine, Special Effects Makeup, Real Estate, Radio Arts, Horse Care, Municipal Government, Aviation, Nursing, DJ, Dentistry, Film Production, Law, Emergency Room Medicine, Surgery, Baking, Restaurant Management, Large Raptor Handling, Social Entrepreneurship, Firefighting, Sports Cinematography, Nutrition, Labor and Delivery Nursing, Sports Journalism, Welding, Psychotherapy, Pharmacy, Horse Whispering, Nutrition, Emergency Communications 911, Pediatrics, Wealth Management

### **Science & Technology**

Astronomy, Motorcycle Mechanics, Computer Hardware, Chemistry, Blacksmithing, Chain Mail, Bicycle Repair, Bioinformatics, Robotics, Sound Design, Computer Animation, Mathematics, Blade Forging, Aerospace Engineering

### **Sports Offered**

Girls: Basketball, Soccer, JV and Varsity Volleyball

Boys: Soccer, JV and Varsity Basketball

### **Other Random Facts**

- ◊ 64% of teachers hold advanced degrees.
- ◊ 44% of teachers have 10 or more years at Monte.
- ◊ 6 teachers have been at Monte for at least 19 years.

## **Post-Graduation Destinations**

### **MONTE DEL SOL COLLEGE ATTENDANCE 2005-2018**

Students from our 13 graduating classes have been accepted to the following institutions of higher learning:

Allegheny, American Dramatic & Musical Academy, American U, Antioch, School of the Art Institute of Chicago, Aveda Institute, Bard, Barnard, Bel-Rea Institute (Vet Tech), Bennington, Berklee College of Music, Boston U, Cal Poly, U C Berkeley, Santa Cruz, and San Diego; Central NM Community College, Colorado College, Colorado Mountain College, Colorado State U, Columbia College, Cornish, U of Colorado Boulder, Culinary Institute of America, U of Denver, Doña Ana CC, Drew, Drexel, Duke, Eastern NM, Eckerd, Elon, Emerson, Eugene Lang, NM Firefighter Academy, Fort Lewis, George Washington U, Goucher, Grinnell, Hamilton, Hampshire, Harvard, U of Hawaii, U of Illinois Chicago, Institute of American Indian Arts, Ithaca College, Kalamazoo, Knox, Lafayette, Lewis & Clark, Long Island U Global, Maharishi University of Management; U of Malaga/Spain, Marlboro, U Mass, MIT, Mills, Naropa, New College of Florida, UNM, NM State, NM Tech, NM Highlands, Northern Arizona U, Northern NM College, NYU, Oberlin, Occidental, Oregon College of Arts & Crafts, Otis School of Art & Design, Pacific Northwest College of Art, Prescott College, Portland State U, Princeton, U of Puget Sound, RPI, Rocky Mountain College of Art & Design, San Antonio CC, Santa Fe CC, Santa Fe U of Art & Design, Sarah Lawrence, Scripps, Scherer School of Massage (now called SF School of Massage), St. Edwards, St. John's College, Stanford, Tufts, Warren Wilson, U of Washington, Western Washington U, Whitman, Whittier, Willamette U

### ***School Community***

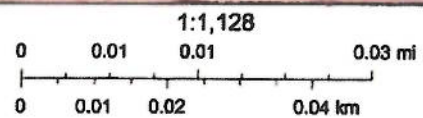
***Camping Trips, Political Activism, Senior Dinner, Burnt Spaghetti Dinner***



6/3/2019, 11:08:32 AM

School Locations

● Mid/High



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

# Cool

## Artifacts

Mentorship  
Museum of Peace  
Sustainable College and Career Readiness



## The Mentorship Program At Monte del Sol Charter School

**Every year approximately 150 Students** experience hands-on learning through their yearlong mentorships ranging from blacksmithing to veterinary, barrel racing to mathematics, ballet to beekeeping and more.

The Mentorship Program, a cornerstone of the school since 2000, fosters a process in which students learn because they feel connected to someone who cares about them, their progress, and their potential for making a significant contribution with their skills and knowledge out into the world.

This innovative curriculum, which now serves as a model for other schools in the district, plays a leading role in connecting our students into the community. Each student is required to do two years of mentorship in order to graduate, and many do more. Mentorships are significant in both the protégés' and mentors' lives, offering a unique learning environment precisely because they begins with an interest or passion born from the student.

"The structure of the Mentorship Program allowed me to connect to these young men on a level that I could never quite achieve in even my smallest classroom setting ... we were free to do what humans do best. We could explore. We could discover. And we could learn." — Monte del Sol Mentor and Teacher

"Anything humanly possible is possible within the mentorship program, which is what makes it special and a blessing for the school and its students. It can make or break a career decision, and alter the course of your days forever if you enjoy the experience, and finally educate you further on whatever you desire." — Monte del Sol Student



### Mentorship Program in a Snapshot

- ~ Student picks a field of interest (August/September)
- ~ Student matched w/ mentor (September/October)
- ~ Mentors gift their time to the student
- ~ Meeting, two hours per week
- ~ Students' Commitment/Respect/Responsibility crucial
- ~ Program runs September/October through April/May
- ~ Students & families responsible for transportation
- ~ Complete written portfolio (early - April)
- ~ Attend Mentor Appreciation Evening (mid-Feb)
- ~ Perform/present at Mentorship Festival (late - April)
- ~ One credit per Mentorship per year (two needed for graduation)

Contact Giselle Piburn, Mentorship Program Director at 505-982-5225 x115 or [gpiburn@montedelsol.org](mailto:gpiburn@montedelsol.org)



## What it Means to Be Peaceful

Sophomores at Monte del Sol have spent the last year exploring the origins of peace and conflict with Lannan support

Students Aryeh Mondary and Noelle Morningstar work an LGBTQ art response, which includes three portraits and five hand-painted flags. | Courtesy Monte Del Sol Charter School

By Leah Cantor | April 16

Over the course of the last year, 10th-grade students at Monte del Sol Charter High school have been involved in an unusual initiative: History teacher Sierra Corriveau and English teacher Elizabeth Tidrick collaborated on joint history and literature class this year, based on the topic of peace and conflict. Both teachers agree that for the charter school, the class was one-of-a-kind. The two spent the summer designing a curriculum around the nontraditional teaching method of project-based learning, in which students learn through doing rather than memorizing facts and answers to a test, and spend much more time working on projects that they have selected themselves than in a normal curriculum. The final class projects is on display in a two-day installation of a "Peace Museum" at the Lannan Foundation Meeting House on Friday and Saturday April 19 and 20.

For the first half of the year, students learned about various conflicts from around the world. They read the literary accounts of people who have lived through genocides and discussed true experiences of living through conflict and creating peace at guest presentations by various members of the community, including a Special Ops veteran, a survivor of the Sierra Leone Civil War, the son of a Holocaust victim, Pulitzer Prize-winning photojournalist Don Berletti and a panel from the Peace Corps.

"Given everything that is going on in the world right now, it really felt important for the kids to be thinking through these things," says Corriveau. "The benefit of project-based learning is that the kids are much more personally invested and interested in the outcome of the class."

In one of the final classes leading up to the installation of the project, students share their reflections on the course with SFR.

One of the most important lessons the students return to as a takeaway is the importance of peace as a personal practice. "Peace can be contagious," says Brayan Roybal, "but it starts with the individual. It starts with learning to be peaceful in oneself. Honestly, after looking at all the genocides, they all started with conflicts, and conflicts start from disagreements, and disagreements start from not really being willing to listen, not really seeing each other. So that's what we have to do here in our own communities—is learn to be peaceful in ourselves and not judge each other."

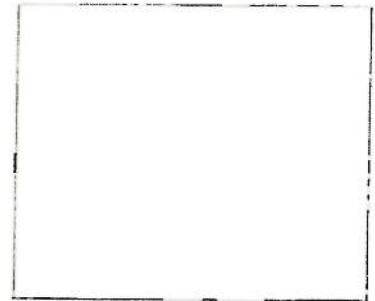
Another student, Prayas Pradhan, says, "I thought there was good and bad. Now I know that there are gray areas. The bad guys, we can't just look at them like bad guys. We also have to see them as people who were probably hurt in the past or who were scared."

The students ended the course by reflecting on the topics covered throughout the year in artistic projects based on research into specific issues. One group studied methods of cultivating peace at a personal level and built a mindfulness cabin that will be set up in the museum as a sanctuary where visitors and sit in quiet reflection. Other groups chose to study the topics of LGBTQ violence, rape survivors, the glorification of gun violence, and PTSD. The public can see both personal projects and a final group art pieces on the topics over the weekend at the installation.

The effort that the students put into grappling with these difficult topics is evident in the passion with which they talk about the class as they speak about how to nurture peace in society, and how it's relevant to the problems they face as young people in an uncertain world.

"This was not part of a regular community grant program," says Linda Carey, a representative of the the Lannan Foundation, which provided funding for the experiment.

When Tidrick came to them with the idea, says Carey, "We just thought that what they were doing was really in line with what the Lannan Foundation is all about, and we were touched that the kids would have the opportunity to study social justice issues, some of which have a really direct effect on their lives."



### RELATED STORIES



Rio Arriba sheriff's deputy Tases student



Refinance Route



Amateur Anglers

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The course is unlikely to become a regular part of the curriculum at Monte del Sol, but it raises the question of how to most effectively engage students in topics such as this one that have no clear "right" answers. The teachers agree that project-based learning provides an intriguing alternative to traditional methods.

"Peace is all about learning how to communicate," says student Daniela Gonzalez-Trejo. "Our society needs to get better at this, because being peaceful doesn't mean that everyone has to think the same way. In the class I learned how important it is to be okay with people having different perspectives."

Lucas Rosas concludes, "It's about learning not to judge a book by its cover. Not to judge or stereotype other people, because you never know what's going on inside of someone."

#### **Monte del Sol Peace Museum**

5-7 pm Friday April 19 and 10 am-2 pm Saturday April 20. Free. The Lannan Foundation, 309 Read St., 986-8160.

## **COMMENTS**

Sponsored Links

**If Your Dog Eats Grass (Do This Every Day)**

Ultimate Pet Nutrition

**Martial Artist Bolo Young Is 72 & How He Lives Now Will Make You Especially Sad**

Miss Penny Stocks

**This Is What Happens To Dark Spots (When You Do This Every Morning)**

Gundry MD Dark Spot Diminisher

**The Skin Toxin In Your Home (That Most People Don't Know About)**

Beverly Hills MD

**At 82, Jack Nicholson Lives Modest Life With His Partner**

Cash Roadster

**See The Facial That Can Take 10 Years Off Your Appearance**

Maria Clara | HanaCare

# Monte del Sol Charter School

## Sustainable College and Career Readiness

### Learn and Earn by Doing

2019/2020 School Year Monte del Sol with SFCC will offer:

- **Learn and Earn** by taking classes to earn credit towards both a High School Diploma and a SFCC Certificate and/or Associates Degree
- **Doing:** Students will participate in Mentorships and in Hands-on Projects
- **SCCR Program** participants will also receive the following: 1:1 Career and College Counseling, Career Readiness Classes, Wrap-Around Services and 12 months of 1:1 Post Graduation Support

To apply go to the M&S website and click on this **THIS LINK** or use QR Code  
Students will interview for a spot early may for the 2019/2020 school year.



college

Sustainable  
Technology

Health Care

Culinary  
Arts

Career

# Sustainable Future

# Interested in Earning College Credit? Want to Learn about Different Careers?

## Mds will be offering the following classes Fall 2019

**Intro to Sustainability:**  
An introduction to the roots and history of the sustainability movement.  
Explore; Solar, Wind, Bio Fuels, Greenhouse Management.

**Culinary Fundamentals I:**  
Introduces the many skills necessary to become a professional chef.

**Intro to Healthcare Career:**  
This course introduces students to various health professions and the behaviors and skills necessary for success in the health field.

**Learn and Earn by Doing**

**EARN both High School and College Credit at the same time**  
**LEARN skills that can get you ahead!**

**Interested?**

**Sign up in the office or contact DJ!**

# Sustainable Future

# Monte del Sol Charter School

## 2019 Summer

### Sustainable Agriculture Academy

In Collaboration with SFCC, Mds will be offering a  
**Dual Credit Sustainable Agriculture Course**

Students will learn about

Greenhouse and Garden Design and Cultivation  
Course will run from June 10th-July 11th

**Sign up in the Office or Contact DJ**

### Sustainable Future



# Monte del Sol Charter School

## 2019 Summer Culinary Academy

In Collaboration with SECC, Mds will be offering  
**Dual Credit Culinary Courses**



Students will learn  
Soups, Sauces and SW Cuisine  
Course will run from

**June 10th-July 11th**

**Sign up in the Office or Contact DJ**



# Sustainable Future

# Nitty Gritty

## Artifacts

PEC Authorized Annual Monitoring 2017-18

State of NM Schedule of Findings and Questioned Costs Year Ended June 30, 2018  
and Management responses

Statement of Net Position as of June 30, 2018

**MONITORING INSTRUMENT ITEM REPORT**  
**Monte Del Sol Charter**  
**PEC AUTHORIZED ANNUAL MONITORING**

**I. ACADEMIC PERFORMANCE FRAMEWORK**

**I-A.00: NM A-F grading system**

SEA Status	Does Not Meet Standard
LEA Status	In Progress
Comments by SEA	<p>8.21.18 PED RATING: According to the school's performance framework, a school letter grade of D is rated as Does Not Meet Standard. Within 40 days (no later than September 30, 2018), the school must provide the school improvement plan to the PEC or participate in NM DASH.</p> <p>12.11.17 Site Visit: The 2017-2018 A-F school letter grade had not been determined at the time of the site visit. The A-F school letter grade will be made available in August/September 2018.</p> <p>Requested Follow-Up: None.</p>
Comments by LEA	
Compliance Indicators	This is the location for the state report card data for the most recent school year, generally released in August/September.
Requested Documents	School Improvement Plan/NM Dash Plan required for schools with less than a C letter grade on the previous year's state report card
Other Documents	
Legal References	

**I. ACADEMIC PERFORMANCE FRAMEWORK**

**I-A.01: Required Academic Performance Indicators**

SEA Status	Does Not Meet Standard
LEA Status	In Progress
Comments by SEA	<p>08.29.18 PED Rating: The PED team has rated this indicator as Does Not Meet Standard because the school earned Does Not Meet on two (2) of the three (3) mission specific goals as follows:</p> <p>2) Does Not Meet Standard because, according to the school, 60-74% of students (67%) made at least one year's growth in reading short-cycle assessment scores when comparing beginning year results to later results OR scored at or above the grade level norm.</p> <p>3) Does Not Meet Standard because, according to the school, 60-74% of students (71%) made at least one year's growth in mathematics short-cycle assessment scores when comparing beginning year results to later results OR scored at or above the grade level norm.</p> <p>4) Meets Standard because 60-74% of identified students (64%) made at least one year's growth in math short-cycle assessment scores when comparing beginning year results to later results OR scored at or above the grade level norm.</p> <p>12.11.17 Site Visit: The PED team observed documentation that the school administered short-cycle assessments (i.e., NWEA) during fall as required by its mission-specific indicators. The school was reminded to submit an update of their short-cycle assessment results as well as data it has collected on its "innovative indicator" (Monte Del Sol Performance Framework, p. 7) focused on improvement of grade point average (GPA) through</p>

## MONITORING INSTRUMENT ITEM REPORT

### Monte Del Sol Charter

### PEC AUTHORIZED ANNUAL MONITORING

mentorship. Submission must be through the web-EPSS monitoring tool platform by the 120D reporting period which is February 15, 2018 as required by the Public Education Commission (PEC).

**Requested Follow-Up:** School provides evidence it is tracking student progress on mission-specific indicators (i.e., NWEA short-cycle assessments and GPA/mentorship) and upload such document into the web-EPSS (sec. I-A.01) no later than the 120D (February 15, 2018). The school must also provide at the end of the school year its analysis of progress towards each mission-specific indicator (3 focused on NWEA progress in reading, math, and Q1 performance in NWEA-math). The analysis must be accompanied by the NWEA "Achievement Status and Growth Projection" reports themselves (published by the vendor) for each teacher that lists individual student results during the winter or spring semester test administration(s) in both math and reading. The school MUST identify (e.g. color-code) students who were identified as Q1 based on fall NWEA-math assessment showing their progress on subsequent test (either winter or spring).

Comments by LEA

Compliance Indicators

This is the location for all school reports that will be uploaded by the school to support progress toward Mission Specific Indicators.

Requested Documents

Mid-Year Data to demonstrate progress toward indicators

School's analysis, along with supporting verifiable EOY data, to demonstrate progress toward indicators

Other Documents

Legal References

#### I. ACADEMIC PERFORMANCE FRAMEWORK

#### I-A.02: Optional supplemental Indicator(s)

SEA Status

Meets Standard

LEA Status

In Progress

Comments by SEA

08.29.18 PED Rating: The PED team has rated this Indicator as Meets Standard because 57% (between 50 and 59%) of students who took a mentorship showed an increase of 0.3 in their GPA or had a 3.5 GPA.

**INNOVATIVE INDICATOR:** This indicator explores brave new territories in education. The PEC and the parties agree that this indicator will not be used as a basis for non-renewal.

#### INCREASE GPA THROUGH MENTORSHIP

Monte del Sol Charter School's Mentorship program increases students' confidence and ability to manage new and challenging events. As a result, they enjoy greater success in the classroom and out.

We have used the General Self-Efficacy Scale (GSE) with our students to illustrate the impact of the mentorship program on our students. Self-Efficacy is "the belief that one's actions are responsible for successful outcomes." (Bandura A 1997 Self-efficacy: The exercise of control.) The sooner a student develops self-efficacy, the sooner they can make constructive decisions in school (and life) that increase their chances to succeed.

We expect that increase in self-efficacy to translate to improving one's grades, as measured by GPA. Hence, a student who engages herself in a mentorship will see an increase in her GPA the following year.

"According to theory and research, self-efficacy makes a difference in how people feel, think and act (Bandura, 1997). In terms of feeling, a low sense of self-efficacy is associated with depression, anxiety, and helplessness. Persons with low self-efficacy also have low self-esteem, and they harbor pessimistic thoughts about their accomplishments and personal development. In terms of thinking, a strong sense of competence facilitates cognitive processes and performance in a variety of settings, including quality of decision-making and academic achievement."

The measures are as follows:

**Mentorship Goal:** A student in grades 9, 10 or 11 who has taken a mentorship the previous year will increase his/her Annual GPA from the previous year. "Annual GPA" will be defined as the GPA for all of the courses that student took for that school year, and not a cumulative GPA for the student's career at Monte del Sol.

Comments by LEA

## MONITORING INSTRUMENT ITEM REPORT

### Monte Del Sol Charter

### PEC AUTHORIZED ANNUAL MONITORING

Compliance Indicators	This is the location for all school reports that will be uploaded by the school to support progress toward Optional Supplemental Indicators (if applicable).
Requested Documents	Mid-Year Data to demonstrate progress toward Indicators School's analysis, along with supporting verifiable EOY data, to demonstrate progress toward Indicators
Other Documents	
Legal References	

## II. FINANCIAL PERFORMANCE FRAMEWORK

### II-A.00: Operating Budgets

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	08.21.18 PED Rating: The PED team has rated this Indicator as Meets Standard because the school provided the financial self-assessment survey, signed by the school principal, school business manager, and the chairperson of the Finance Committee. It was submitted timely, prior to 8/1/18.

12.11.17 Site Visit. As required in the Performance Framework document (see NM Stat § 22-8B-9.1) "on a date specified in early August, following the final reporting on the previous FY, the school principal, school business manager and the chairman of the finance committee will complete and sign the questionnaire made up of the questions set forth below" (see Performance Framework document, page 6-12, questions #1-8). Requested Follow-Up: School provides signed copy of the questionnaire (i.e., questions #1-8 beginning on page 6 of the Performance Framework document). School should upload one (1) questionnaire (into this section II-A.00). Instead of uploading the same questionnaire in subsequent sections.

Comments by LEA	
Compliance Indicators	Was the information required for the budget provided on time for the current year and the previous year, if requested by the PEC or its delegate? If not, why not? If not, how long was it before it was turned in? If required, has the school implemented a Corrective Action Plan (and/or a PEC-approved Financial CAP)?
Requested Documents	Evidence requested as follow-up, if any, in the "Comments by SEA" section above: Self-assessment Survey from Performance Framework (pages 6-12) completed and signed by Head Administrator, Business Manager and Finance Chair
Other Documents	
Legal References	

## II. FINANCIAL PERFORMANCE FRAMEWORK

### II-A.01: Audits

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	08.21.18 PED Note: Audit findings, CAPs, and evidence of implementation are addressed in sections IV-A.00 and IV-A.01.

**MONITORING INSTRUMENT ITEM REPORT**  
**Monte Del Sol Charter**  
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03.22.2018 PED NOTE: The PED reviewed the FY17 Financial Audit. The FY17 Financial Audit findings are as follows:  
 20160001 Expenditures Exceed Budget (Compliance) Repeated and Modified Condition: The Charter School has expenditure functions where actual expenditures exceeded budgetary authority: Fund Excess of Expenditures over Appropriations Student Transportation (13000) Instruction \$ (14,691) Title I/ASA (24101) Instruction \$ (3,560) Literacy for Children at Risk (27107) Instruction \$ (375) Capital Improvement HB033 (31600) General Administration \$ (304) The school has not made progress on this finding, the school continues to exceed budget authority by function Requested Follow-up:  
 1 - By April 16, 2018, the school must provide its Corrective Action Plan addressing all non-compliance findings, significant deficiencies, and/or material weaknesses to the PED's Audit Bureau using the PED template provided to the school. In addition, please also submit the Audit CAP to charter.schools@state.nm.us. Please refer to the memo signed by Acting Deputy Secretary, Finance and Operations, Marian Rael sent via by Action ASD Director/CFD and Audit and Accounting Bureau Chief, Amelia Salz, on March 16, 2018 at 2:42pm. During the school's next site visit, the CSD may review implementation of the school's Audit CAP.  
 2 - By June 30, 2018, in addition to submitting the Audit CAP to the Audit Bureau and to charter.schools@state.nm.us, the school must also upload into Web-EPSS evidence of actions it has taken to remedy finding(s) as identified in the FY17 audit report (such as, but not limited to, for example: audit committee meeting minutes initially reviewing/discussing findings, minutes from subsequent meetings showing that the committee is monitoring the school's efforts to remedy identified findings, etc.).  
 12.11.17 PED Note: See section II-A.00.

Comments by LEA

Compliance Indicators

To the best of the knowledge of the financial staff of the school, was the information required for the audits provided on time for the most recent audit? If not, why not? If not, how long before it was turned in? What was the date of the letter from the school certifying its readiness to proceed with an audit review?

Requested Documents

Other Documents

Evidence of response to any Audit Findings, if applicable. If so requested in "Comments by SEA" above, school to upload CAP immediately and evidence of implementation by EOY.

Legal References

**II. FINANCIAL PERFORMANCE FRAMEWORK**  
**II-A.02: Periodic Reports**

SEA Status: Meets Standard

LEA Status: In Progress

Comments by SEA: 12.11.17 PED Note: See section II-A.00.

Comments by LEA

Compliance Indicators

Is this school on quarterly or monthly reporting? Were the reports for the current year turned in on time? For the current year, did the actual expenditures plus encumbrances ever exceed the budget authority within function? Was it corrected? For each of the last four reports, was the existing cash balance plus anticipated SEG funding sufficient to cover the next month's expenditures at that time? If not, why?

Requested Documents

Evidence to support substantial compliance with timely submittal of required reports, if so requested in "Comments by SEA" above.

Other Documents

Legal References

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II. FINANCIAL PERFORMANCE FRAMEWORK

**II-A.03: Expenditures**

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	12.11.17 PED Note, See section II-A.00.
Comments by LEA	
Compliance Indicators	Were there any invoices pending for more than 90 days in the current year? Were payroll liabilities paid timely in the current year?
Requested Documents	Evidence to support substantial compliance with timely paying expenditures, if so requested in "Comments by SEA" above.
Other Documents	
Legal References	

II. FINANCIAL PERFORMANCE FRAMEWORK

**II-A.04: Reimbursements**

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	12.11.17 PED Note, See section II-A.00.
Comments by LEA	
Compliance Indicators	Were all requests for reimbursements submitted to meet PED-mandated deadlines in the current year?
Requested Documents	Evidence to support substantial compliance in seeking reimbursements, if so requested in "Comments by SEA" above.
Other Documents	
Legal References	

II. FINANCIAL PERFORMANCE FRAMEWORK

**II-A.05: Audit Reviews**

SEA Status	Meets Standard
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LEA Status **In Progress**

Comments by SEA

08.21.18 PED Note: Audit findings, CAPs, and evidence of implementation are addressed in sections IV-A.00 and IV-A.01.

03.22.2018 PED NOTE: See Note dated 03.22.2018 in Section II-A.01

03.22.2018 PED NOTE. The PED reviewed the FY17 Financial Audit. The FY17 Financial Audit findings are as follows:

2016□002 Controls Over Cash Disbursements – (Significant Deficiency) Modified and Repeated Condition: In 2 out of 25 disbursements tested, the purchase order was dated after the invoice date, indicating that the purchase was not properly approved before it was made. In 1 out of 10 special charges disbursements tested, the charter was unable to provide supporting documentation, a total of \$22,100. Additionally, ERB contributions were understated in the general ledger for ERB expense for the current fiscal year for a total amount of \$7,569, management was unable provide proper reconciliation for the differences noted. The school has made no progress on lack of controls over disbursements, believes the issues are due to the change in Business Manager.

2016□004 Timely Deposits – (Compliance) Modified and Repeated

Condition: During our cash receipt testing, out of 25 transactions tested, we noted 1 instance totaling \$295, in which the funds were not deposited at a financial institution within 24 hours of receipt. The school has made no progress deposits, believes the issues are due to the change in Business Manager.

Requested Follow-up:

1 - By April 16, 2018, the school must provide its Corrective Action Plan addressing all non-compliance findings, significant deficiencies, and/or material weaknesses to the PED's Audit Bureau using the PED template provided to the school. In addition, please also submit the Audit CAP to charter.schools@state.nm.us. Please refer to the memo signed by Acting Deputy Secretary, Finance and Operations, Marian Rael sent via by Action ASD Director/CFO and Audit and Accounting Bureau Chief, Amelia Salz, on March 16, 2018 at 2:42pm. During the school's next site visit, the CSD may review implementation of the school's Audit CAP.

2 - By June 30, 2018, in addition to submitting the Audit CAP to the Audit Bureau and to charter.schools@state.nm.us, the school must also upload into Web-EPSS evidence of actions it has taken to remedy finding(s) as identified in the FY17 audit report (such as, but not limited to, for example: audit committee meeting minutes initially reviewing/discussing findings, minutes from subsequent meetings showing that the committee is monitoring the school's efforts to remedy identified findings, etc.).

12.11.17 PED Note. See section II-A.00.

Comments by LEA

Compliance Indicators

What were the findings, if any, from the last released audit? Were any of the findings a repeat finding from last year? Were there any other findings? (Internal control findings are listed in Section IV-A.00. Material weaknesses and/or significant deficiencies are listed in Section IV-A.01.)

Requested Documents

Evidence of responding to audit findings, if any, in a manner sufficient to remedy the audit finding, if so requested in "Comments by SEA" above.

Other Documents

Legal References

**II. FINANCIAL PERFORMANCE FRAMEWORK**

**II-A.06: Meals**

SEA Status **Meets Standard**

LEA Status **In Progress**

Comments by SEA **12.11.17 PED Note. See section II-A.00.**

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Comments by LEA

Compliance Indicators If the school serves meals to students, were there any audit findings noted regarding food contracts?

Requested Documents Evidence of managing food service contracts appropriately, if so requested in "Comments by SEA" above.

Other Documents

Legal References

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**III-A.00: Educational Plan**

SEA Status Meets Standard

LEA Status In Progress

Comments by SEA 12.11.17 Site Visit: The PED team observed in math, science, English, Spanish, and English Language Development (ELD) courses. Material terms (e.g., 'Global Literacy,' student 'mentorship in the community,' and 'engage students in the arts through events, activities, and curricula') during instruction were not observe since it appeared teachers were preparing students for final exams. The PED has not been presented evidence that the school is not complying with requirements of Item III-A.00: Educational Plan pertaining to material terms.  
 Requested Follow-Up: None.

Comments by LEA

Compliance Indicators Is the school implementing its mission and material terms (teacher-, student- and parent- focused) as defined in the Charter Contract?

Requested Documents See "Comments by SEA" above for indicator III-A.00.

Other Documents

Legal References

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**III-A.01: Education Plan**

SEA Status Meets Standard

LEA Status In Progress

Comments by SEA 2.9.18 PED Rating: The PED has rated this indicator "Meets Standard" because the school provided assurance that moving forward (i.e., during 2018-2018 onward) most recent state-mandated assessments (e.g., ACCESS, SBA-Spanish, PARCC) will be included in student cumulative files.  
 12.11.17 Site Visit:  
 State-Mandated Assessments in Cumulative Files: The PED team randomly selected twenty-one (21) student files for review. Of those, sbx did not include test results for the required state assessments as required by the PED Assessment and Accountability Bureau (see 'Assessment News' dated November 28, 2017). Specifically, [redacted] (grade 7), [redacted] (grade 7), and [redacted] (grade 8) did not have PARCC results. [redacted] (grade 9), [redacted] (grade 11) and [redacted] (grade 11) did not have SBA scores.  
 Instructional Hours: The PED instructional hour review as attached indicates that the school is meeting the

## MONITORING INSTRUMENT ITEM REPORT

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Instructional hour and reporting requirements as required under the charter contract and performance framework. Requested Follow Up: State-mandated assessments. School provides assurance stating that all student cumulative files will include the most recent (2017) state-mandated assessment reports required of the student (e.g., PARCC, Spanish-SBA, Science-SBA, and/or ACCESS). EoCs do not need to be included in student files.

#### Comments by LEA

#### Compliance Indicators

Is the school complying with applicable education requirements, including, but not limited to, content standards, including Common Core, instructional days/hours requirements, graduation/promotion/retention requirements, Next Step Plans, Parent Surveys, and State Assessments? Is the school implementing NM Dash Plan? Is the school following the requirements of any programs funded by the state or federal government?

#### Requested Documents

See "Comments by SEA" above for indicator III-A.01.

#### Other Documents

#### Legal References

### III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

#### III-A.02: Education Plan

#### SEA Status

Working to Meet Standard

#### LEA Status

In Progress

#### Comments by SEA

8.21.18 PED Rating: The PED team has revised this indicator because the school uploaded copies of the Next Step plans and asked for further clarification. Please note that Next Step plans should include post-secondary plans and signatures of student, parent, and teacher/advisor. Most of the uploaded plans were missing one or more of those items.

2.9.18 PED Rating: The PED has rated this indicator "Falls Far Below Standard" because the school did not provide the evidence requested (i.e., actual completed Next Step Plans for the 7 students identified).

12.11.17 Site Visit.

McKinney-Vento. The PED team observed documentation of required McKinney-Vento policy/notice of rights and dispute resolution process. The team observed documentation of public notice of rights with homeless liaison contact as required in regulation (NMAC 6.10.3[D][2][c]).

Student Assistance Team. The PED team observed implementation of Student Assistance Team (SAT) processes. Teacher documentation of interventions included anecdotal notes and limited description of intervention effectiveness.

Next Step Plans. The PED team reviewed Next Step Plans and observed some that were unsigned, undated, or incomplete. Specifically, some were missing information pertaining to "post high school goals" (see NM Stat § 22-13-1.1 [D][6]) which were not documented in previous years (current year just begun at the time of the site visit) (REDACTED).

Requested Follow-Up. School provides evidence for the following students above that post-high school goals have been discussed and documented in Next Step Plans (e.g., copy of section of Next Step Plans for each student

#### Comments by LEA

#### Compliance Indicators

Is the school protecting the rights of all students, including, but not limited to, compliance with applicable laws and regulations relating to the McKinney Vento Act, RH/SAT processes, admissions, lottery, waiting lists, fair and open recruitment/enrollment, discipline policies, adherence to due process protections, privacy, civil rights and student liberties?

#### Requested Documents

See "Comments by SEA" above for indicator III-A.02.

#### Other Documents

#### Legal References

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III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

**III-A.03: Educational Plan**

SEA Status Working to Meet Standard

LEA Status In Progress

Comments by SEA

2.9.18 PED Rating: The PED has rated this indicator "Working to Meet Standard" because the school provided evidence (i.e., description of continuum of services and running contact log by special education teachers) that appear to move it towards compliance.

12.11.17 Site Visit: The PED team observed the head special education teacher's e-mail log pertaining to students with disabilities whom she serves. However, the team did not observe documentation for direct special education (case manager) service as per Federal Programs Division (NMPED) memorandum dated September 13, 2016 which cited NMSA § 22-8-13 requiring LEAs to keep accurate records of direct and related services for the purpose of justifying their membership reporting. Specifically, section A of statute states, "each school shall keep accurate records concerning membership." In short, no service or contact logs were readily available for review (whether one created by the school or the one suggested by the Special Education Bureau of the PED) during the daylong site visit.

During staff and administrator interviews, the school stated that "every student is different" and "placement depends on the situation" when asked by the team to elaborate on its "continuum of placements" for students with disabilities. Although individualized programming is a requirement of state and federal education laws pertaining to students with disabilities, the school was unable to articulate or describe its "continuum of alternative placements" a provision required under federal regulation 34 CFR §300.115(a) (Authority: 20 U.S.C. 1412(a)(5)).

Lastly, the team observed that a number of IEPs (e.g., Isaiah Martinez's and Jasmine Marie Johnson's) indicated a change of service level (from B to A) without explanation/justification on the Prior Written Notice (PWN) for each document. School staff (special education coordinator) explained that a "problem with the EZ IEP" software erroneously creates a 2nd service level box (below the original one) on the IEP form which confused the team members who were conducting the review. The team pointed out that such error would confuse others as well (e.g., if either Monte Del Sol student transferred to another school/district) and would need to be corrected. Requested Follow-Up: School provides evidence it has: (a) complied with Federal Program's requirement to document special education case manager contact time with eligible students, (b) complied with federal requirements to provide continuum of alternate placements to meet the needs of eligible students (e.g., description of placement locations, but note that there is no requirement that each of the placements be utilized since the IEP team is ultimately responsible for making such decisions), and (c) corrected the erroneous 2nd "service level" box in a number of IEP or has notified IEP team members of the error (e.g., manually crossing-out the box to indicate it is not part of student program).

Comments by LEA

Compliance Indicators

Is the school protecting the rights of students with special needs, including but not limited to, compliance with IDEA, ADA, Section 504 of the Rehabilitation Act of 1973, as well as laws relevant to gifted children?

Requested Documents

See "Comments by SEA" above for indicator III-A.03

Other Documents

Legal References

III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

**III-A.04: Educational Plan**

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SEA Status Falls Far Below Standard  
 LEA Status In Progress  
 Comments by SEA

4.11.18 PED Note: As a school that receives both BMEP and Title III funding, the Language and Culture Bureau emailed an invitation to the school to attend a training session titled "Identifying, Serving, and Exiting English Learners - for Principals and School Leaders" during the month of May 2018 in either Artesia, Las Cruces, Gallup, or Albuquerque. The email was sent to the Head Administrator on 3.21.18.

2.9.18 PED Rating: The PED has rated this indicator "Falls Far Below Standard" because the school provided only one of a number of evidence requested (i.e., monitoring form for Re-classified Fluent English Proficient [RFEF] was provided, but identification processes were not addressed). Note that another strategy the school may wish to employ in addition to procedures the Language and Culture Bureau's LUS Guidance Handbook specifies is to review STARS bilingual reports "ELP Error Report for Snapshot" Past proficiency rates of currently non-identified English Learners (ELs) at the school who may have received Language Acquisition services in the past reducing chances of under-identification especially when students are received from other schools with incomplete records. The PED team ran the STARS bilingual reports "ELP Error Report for Snapshot" showed potential English Learners (ELs) whom the school did not identify as such. [REDACTED] and [REDACTED].

12.11.17 Site Visit: The PED team reviewed seven (7) student cumulative files of students identified as English Learners (ELs). Three (3) files did not include a Home Language Survey (HLS) or Language Use Survey (LUS). Six of seven files did not include screener scores (e.g., W-APT or WIDA screener). Student files that were missing HLS, LUS, and/or screeners did not contain the school's attempts to obtain such information from student's previous schools (if applicable) (see FAQ #21 on page 32 of the LUS Guidance Handbook Revised). All seven (7) files of ELs (including those that did not contain a HLS or LUS) did include ACCESS scores. The Guidance Handbook may be obtained from the Bilingual Multicultural Education Bureau (BMEB) website. Locations of such document can be found at: [http://ped.state.nm.us/ped/BilingualDocs/ServingELs/NMLUS\\_Guidance\\_Handbook\\_Revised\\_08.2017.pdf](http://ped.state.nm.us/ped/BilingualDocs/ServingELs/NMLUS_Guidance_Handbook_Revised_08.2017.pdf)

Requested Follow-Up: School provides evidence of action steps taken to correct its student files showing that it has properly followed state procedures for the identification of English learners and tracking of exited students (RFEF) per 6.29.5.11-12 NMAC. Examples of evidence might include, but are not limited to: (a) forms showing the number of attempts along with dates that the school made to obtain the HLS from a student's previous school (name redacted and replaced with another identifier) and (b) monitoring log of RFEF students again with names redacted. Note that the school should consult the guidance manual from the Bilingual Multicultural Education Bureau (see above) as well as contact the BME staff for further assistance if it deems necessary.

Comments by LEA

Compliance Indicators Is the school protecting the rights of English Language Learners, including, but not limited to, compliance with applicable laws, rules, and regulations of Title I, Title III, and ESSA? Is the school properly identifying, serving, and monitoring English Learners?

Requested Documents See "Comments by SEA" above for indicator III-A.04.

Other Documents

Legal References

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**  
**III-A.05: Educational Plan**

SEA Status Falls Far Below Standard  
 LEA Status In Progress

Comments by SEA 2.9.18 PED Rating: The PED has rated this indicator "Falls Far Below Standard" because the school did not provide evidence requested (i.e., updated/revised 5- and 10- day unexcused absence letters that are compliant with 6.10.8.7-8 NMAC. Note that if this compliance concern is not addressed during the 2018-2019 annual site

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visit it will be a repeat finding.

12.11.17 Site: The PED team observed letters for 2 students (██████) and (██████) that notified parents of "eight [8] excused and/or unexcused absences for the current Semester" and another notified parents of a student having "ten [10] days of absences, resulting in loss of credit." The team did not observe a 5-day truancy letter for either student and the sample letters contained in the site visit binder provided to the team (i.e., for 5- and 10-day) did not distinguish between excused and unexcused absences. For example, the sample 5-day letter states, "your child has five excused/unexcused absences" and the sample 10-day letter states, "the above named child is reported to have 10 days of absences." School was advised that it is within its prerogative to intervene with chronically absent students, but that "unexcused" absences are the only ones used to determine if a student is "in need of intervention" (5-day unexcused absences) or is "habitual truant" (10-day unexcused absences) for the purpose of reporting to an outside agency (e.g., CYFD or Children's Court) as per state regulation (see 6.10.8.7-8 NMAC).

Requested Follow-Up: School provides evidence that it is complying with state regulation (e.g., providing a 5-day letter requesting a meeting to discuss interventions with parents of students who have accumulated 5 unexcused absences and a 10-day letter requesting a meeting with parents and informing them that further unexcused absences will result in the school reporting the child to appropriate authorities (e.g., probation services office of the judicial district 6.10.8[B][6][a] or Children, Youth, and Families Department) as a habitually truant student.

Comments by LEA

Compliance Indicators Is the school complying with applicable laws, rules, and regulations relating to compulsory attendance?

Requested Documents See "Comments by SEA" above for Indicator III-A.05.

Other Documents

Legal References

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**  
**III-A.06: Educational Plan**

SEA Status Working to Meet Standard

LEA Status In Progress

Comments by SEA 08.21.18 PED Rating: The PED Team rated this indicator Working to Meet Standard because, according to STARS, the school's recurrent enrollment for the present school year (2017-2018) was 75.44%, which does not meet the goal of 85% set by the PEC in the Organizational Performance Framework. The referenced report can be found in STARS at District and Location Reports --> Options for Parents --> Charter School Enrollment Report.

As an additional FYI, it is noted that the percentage of students who withdrew during the previous school year was 13.87%.

12.11.17 Site Visit: This will be determined by the PED once the End-of-Year (EOY) STARS data has been submitted.

Requested Follow-Up: None.

Comments by LEA

Compliance Indicators Did the school meet their recurrent enrollment goal for the current school year? The percentage of students that withdrew during the previous school year will also be noted here.

Requested Documents Data is pulled from the STARS Report: District and Location Reports -- Options for Parents -- Charter School Enrollment Report

Other Documents

Legal References

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III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

IV-A.00: Business Management and Oversight

SEA Status Falls Far Below Standard

LEA Status In Progress

Comments by SEA 07.03.18 FY2017 Audit and CAP The PED's Charter School Division has evaluated Monte Dei Sol Charter School's response to requests for documentation regarding the 2017 Audit Report with deadlines of April 16, 2018 (CAP) and June 30, 2018 (Implementation plan).

Audit findings subject to this request include:

2016-001 Expenditures Exceed Budget (Non-compliance) (Repeated and Modified)  
2016-002 Controls Over Cash Disbursements (Significant Deficiency) (Repeated and Modified)  
2016-004 Timely Deposits (Non-compliance) (Repeated and Modified)

It has been determined that: (1) the school has completed and submitted the requested Corrective Action Plan (CAP), and (2) the school has submitted the requested documentation adequately verifying that the corrective action(s) for audit findings have been implemented and are being monitored for compliance. However, because of the repeat findings from the previous year (see below), the school has been rated as "Falls Far Below Standard" for this indicator in the Authorized Annual Monitoring document.

\*\*It is strongly suggested that the school pay particular attention to the three repeat findings from 2016, especially finding 2016-002, which is a significant deficiency. Care should be taken to ensure that remedial measures are in place to ensure that these three findings are not repeated in the upcoming year's audit.\*\*

The school should be aware that the CAP and its collaborating documentation will be addressed as a part of the Annual Monitoring Visit.

Questions, comments, and concerns regarding your school's audit response and/or its rating on this indicator should be directed to Dirk Mathis, Charter School Data and Financial Analysis Administrator, at 505-827-6565 or via e-mail to: [dirk.mathis@state.nm.us](mailto:dirk.mathis@state.nm.us), djm

1.10.18 PED Note. Since 2014, each New Mexico charter school has been required to have a certified chief procurement officer (CPO) (see statute and regulation below). The CPO is the only entity at the charter school able to issue purchase orders, authorize small purchases, and approve procurement pursuant to the Procurement Code and each charter school must also report the identity of the school's CPO to the State Purchasing Division, and report changes to the CPO. The PED has reviewed the list of reported CPOs and has determined that the school does not have a state-certified CPO reported on file with the State Purchasing Division.

Resources:

Per 1.4.1.94(D)(2) NMAC and 13-1-95.2 NMSA 1978: "On and after July 1, 2015, only certified chief procurement officers may... issue purchase orders and authorize small purchases pursuant to the Procurement Code..."

Per 1.4.1.94(D)(2) NMAC and 13-1-95.2 NMSA 1978: "On or before January 1 of each year beginning in 2014, and every time a chief procurement officer is hired, each state agency and local public body shall provide to the state purchasing agent the name of the state agency's or local public body's chief procurement officer.. The information required from the state agency or local public body shall be submitted to the state purchasing agent through a database established by the state purchasing agent and made available on the state purchasing division's website. All required information must be submitted using this method."

State Purchasing Division List: <http://spd.gsd.state.nm.us/SPDSoleSource/SB443DetailPublicView.aspx> To Report Changes for the CPO List: <http://spd.gsd.state.nm.us/SPDSoleSource/SB443Enter.aspx>

To Remove CPO from List: <http://spd.gsd.state.nm.us/SPDSoleSource/SB443Unregister.aspx>

Requested Follow-Up: School provides evidence it has remedied the compliance concern by ensuring the State Purchasing Division (SPD) has posted the school's CPO contact information on the SPD website. Evidence to be uploaded into web-EPSS should be screenshot of the SPD website showing name and contact information for the school's CPO.

12.11.17 Site Visit:

## MONITORING INSTRUMENT ITEM REPORT

### Monte Del Sol Charter

### PEC AUTHORIZED ANNUAL MONITORING

Employment Contract. The PED team reviewed 11 employee files and did not observe evidence of a current 2017-2018 employment contract for one (1) employee (Kimberly Moyers) who serves as an educational assistant.

FY Audit Report: Once the FY17 audit report for the school has been released by the NM Office of the State Auditor the school provides evidence it has taken action identified in its management response to remedy finding(s) (if any).

1.10.17 Other Notes: Once the FY17 audit report for the school has been released by the NM Office of the State Auditor the school provides evidence it has taken action identified in its management response to remedy finding(s) (if any).

Requested Follow-Up: School uploads into web-EPSS evidence of actions it has taken to remedy finding(s) (if any) identified in the FY17 audit report (e.g., audit committee meeting minutes initially reviewing/discussing finding(s) and minutes from subsequent meetings showing that the committee is monitoring the school's efforts to remedy identified finding(s)).

#### Comments by LEA

#### Compliance Indicators

Is the school meeting financial reporting and compliance requirements, including, but not limited to, internal control findings from audit (if any), designated CPO, procurement code, and financial reporting to any/all PED Bureaus? This area also includes official transcripts and employment verifications for staff as those items determine T&E.

#### Requested Documents

See "Comments by SEA" above for Indicator IV-A.00.

#### Other Documents

#### Legal References

### III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

#### IV-A.01: Business Management and Oversight

#### SEA Status

Falls Far Below Standard

#### LEA Status

In Progress

#### Comments by SEA

7.16.17

Audit and CAP The PED's Charter School Division has evaluated Monte Del Sol Charter School's response to its 2017 Audit Report. The school has submitted both its Corrective Action Plan and its implementation and monitoring documentation, however since the school received a repeat significant deficiency in the prior year's audit, the Team has rated the school as "Falls Far Short of Standard";

Questions, comments, and concerns regarding your school's audit response and/or its rating on this indicator should be directed to Dirk Mathis, Charter School Data and Financial Analysis Administrator, at 505-827-6565 or via e-mail to: [dirk.mathis@state.nm.us](mailto:dirk.mathis@state.nm.us).

03.22.2018 PED NOTE: See Note dated 03.22.2018 in Section II-A.05.

03.22.2018 PED NOTE: The PED reviewed the FY17 Financial Audit. The FY17 Financial Audit findings are as follows:

2017□001 Cash Disbursements – (Material Weakness)

Condition: During our testwork over disbursement, we noted that in 1 out of 19 samples tested, the Foundation was unable to provide supporting documentation for the expenditure. Additionally, we noted a journal entry to record the refinancing of debt during the current fiscal year was incorrectly booked to equity. The entry led to a material misstatement of the Foundation's equity balance.

Requested Follow-up:

1 - By April 16, 2018, the school must provide its Corrective Action Plan addressing all non-compliance findings, significant deficiencies, and/or material weaknesses to the PED's Audit Bureau using the PED template provided to the school. In addition, please also submit the Audit CAP to [charter.schools@state.nm.us](mailto:charter.schools@state.nm.us). Please refer to the

## MONITORING INSTRUMENT ITEM REPORT

### Monte Del Sol Charter

### PEC AUTHORIZED ANNUAL MONITORING

memo signed by Acting Deputy Secretary, Finance and Operations, Marian Rael sent via by Action ASD Director/CFO and Audit and Accounting Bureau Chief, Amelia Salz, on March 16, 2018 at 2:42pm. During the school's next site visit, the CSD may review implementation of the school's Audit CAP.

2 - By June 30, 2018, In addition to submitting the Audit CAP to the Audit Bureau and to charter.schools@state.nm.us, the school must also upload into Web-EPSS evidence of actions it has taken to remedy finding(s) as identified in the FY17 audit report (such as, but not limited to, for example: audit committee meeting minutes initially reviewing/discussing findings, minutes from subsequent meetings showing that the committee is monitoring the school's efforts to remedy identified findings, etc.).

12.11.17 Site Visit: Once the FY17 audit report for the school has been released by the NM Office of the State Auditor the PED will input finding(s) (if any) in this section and provide the appropriate rating for the indicator. Requested Follow-Up: None.

#### Comments by LEA

Compliance Indicators Is the school following generally accepted accounting principles? Were there any material weaknesses or significant deficiencies identified in the audit?

Requested Documents See "Comments by SEA" above for indicator IV-A.01.

#### Other Documents

#### Legal References

### III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

#### V-A.00: Governance and Reporting

SEA Status Meets Standard

LEA Status In Progress

Comments by SEA 10.9.18 PED Re-Rating: The PED has re-rated this indicator Meets Standard after reviewing the school's response that was submitted past the established deadline.  
8.21.18 PED Rating: The PED team has rated this indicator as Falls Far Below Standard because the school did not provide evidence of review and discussion of the feedback provided on the PEC-approved Governing Board Observation form. An email was sent today to the Head Administrator and Governing Board President requesting the documentation. If uploaded by 8/24/18, this rating may be revised.  
The concerns identified include:

- The informality of roll call and voting may make it difficult for outside attendees to determine who is present and how each member voted on action items.

- The board membership was different than currently on file at the PED. Governing board changes were not reported. The board needs to designate a member to be sure all changes are reported timely.

- Occasionally, some questions of board protocol were raised. The board seemed uncertain how to conduct all aspects of the meeting.

- Draft minutes were not provided upon request. Although the school posts agendas and minutes on the website, minutes (draft or approved) were not posted timely.

12.11.17 Site Visit: A PED team member will complete the Public Education Commission (PEC) approved Governing Board Observation form for feedback to the school and its governing council in spring 2018. The form may be found at: <http://ped.state.nm.us/ped/CharterSchoolsDocumentLibrary.html>

4.11.18 Observation: A PED team member attended the meeting on April 11, 2018. Please see the attached document for further information. Items of concern include a failure to make available meeting minutes upon request and failure to report a change in governing body membership as required in Section 8.10(b) of the school's charter contract.

**MONITORING INSTRUMENT ITEM REPORT**  
**Monte Del Sol Charter**  
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**Requested Follow-Up:** The school provides response(s) that addresses any concerns identified, if any, in the observation form (e.g., upload GC meeting minutes discussing concerns, if any, identified during the visit/observation and steps the GC will take to remedy such concerns).

**Comments by LEA**

**Compliance Indicators** Is the school's Governing Body complying with governance requirements? Did the Governing Body members respond to any concerns that were noted during the CSD's observation of the Governing Body meeting? Also, in the event of any audit findings, did the Governing Body respond with evidence of addressing the concerns?

**Requested Documents** Response by Governing Body to audit findings, if any  
 Response by Governing Body to GB Observation Form/Report

**Other Documents** Governing Body Observation Form

**Legal References**

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**V-A.01: Governance and Reporting**

**SEA Status** Meets Standard

**LEA Status** In Progress

**Comments by SEA**

**2.9.18 PED Rating:** The PED has rated this indicator "Meets Standard" because the school provided the requested document (i.e., 2016-2017 head administrator evaluation) that appear to move it towards compliance.  
**12.11.17 Site Visit:** The PED did not observe a 2016-2017 head administrator evaluation while reviewing his file. Previous (prior to 2016-2017) governing board evaluations of the administrator by the governing council was not observed.  
**Requested Follow-Up:** School provides signed 2016-2017 head administrator evaluation.

**Comments by LEA**

**Compliance Indicators** Is the Governing Body holding management accountable, such as completing a detailed, annual evaluation for the Head Administrator?

**Requested Documents** See "Comments by SEA" above for indicator V-A.01.

**Other Documents**

**Legal References**

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**VI-A. 00: Employees**

**SEA Status** Meets Standard

**LEA Status** In Progress

**Comments by SEA**

**2.9.18 PED Rating:** The PED has rated this indicator "Meets Standard" because the school provided evidence (i.e., both unlicensed or unendorsed instructors at the time of the site visit on 12.11.17 did in fact receive current licenses/endorsement or passage on subject area test) that appear to move it towards compliance.

## MONITORING INSTRUMENT ITEM REPORT

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12.11.17 Site Visit: The PED team observed two (2) teachers [REDACTED] fine arts and [REDACTED] P.E.) who did not hold the requisite licensure or endorsement for the courses they were teaching. The team did observe written notices provided to parents of affected students. However, the team did not observe (and administrator confirmed) that the "Substitute Exceeding 45-Day Limit Waiver Request" form found at: [http://ped.state.nm.us/admin/personnel/waiver\\_requests.html](http://ped.state.nm.us/admin/personnel/waiver_requests.html) was not completed nor approval obtained as per 6.29.1.9(8)(9)(b) NMAC.

Requested Follow-Up: School provides evidence of approved long-term substitute waiver (Secretary-Designate signature required) for both long-term substitute teachers (S. Kroopkin and M. Chavez).

#### Comments by LEA

#### Compliance Indicators

Is the school meeting teacher and other staff credentialing requirements, including licensure, waivers, and mentorship program?

#### Requested Documents

See "Comments by SEA" above for Indicator VI-A.00.

#### Other Documents

#### Legal References

## III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

### VI-A.01: Employees

#### SEA Status

Falls Far Below Standard

#### LEA Status

In Progress

#### Comments by SEA

2.9.18 PED Rating: The PED has rated this indicator "Falls Far Below Standard" because the school did not provide evidence (e.g., formal mentorship program description or handbook) as requested that would have moved it towards compliance. Note that the formal mentorship program (aligned with 6.60.10.8 NMAC) and availability of Professional Development Plans (see 6.69.4.10 NMAC) as well as Educator Effectiveness Reports will be reviewed during the 2018-2019 annual site visit which do not need to be in employee files, but do need to be available during on-site visits in order to maintain compliance.

12.11.17 Site Visit: The PED team reviewed 11 employee files and did not observe Professional Development Plans (PDPs) and Educator Effectiveness Reports in any of the teacher files (e.g., [REDACTED], [REDACTED], and [REDACTED]).

The team observed documentation of mentor-mentee teacher logs that included signatures indicating participation in various activities (e.g., "syllabus creation," "PowerSchool set-up," and "discussed behaviors in the classroom, SST and IEP considerations"). However, a formal mentorship program was not observed which the head administrator confirmed its leadership team is still "working to formalize."

Requested Follow-Up: School provides evidence of: (a) formal mentorship program (e.g., handbook) that is compliant with state regulation 6.60.10.8 NMAC and (b) assurance stating that the most current Professional Development Plans and Educator Effectiveness reports for each teacher will be included in teacher files.

#### Comments by LEA

#### Compliance Indicators

Is the school respecting employee rights, including, but not limited to, compliance with the school personnel act, Charter School Act, FMLA, ADA, the right to organize collectively, the right to Professional Development and Evaluations?

#### Requested Documents

See "Comments by SEA" above for indicator VI-A.02.

#### Other Documents

#### Legal References

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**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**VI-A.02: Employees**

SEA Status Falls Far Below Standard

LEA Status In Progress

**Comments by SEA**

2.9.18 PED Rating: The PED has rated this indicator "Falls Far Below Standard" because the school did not provide evidence (i.e., cleared background check for [REDACTED] and background check policy) as requested that would have moved it towards compliance.

12.11.17 Site Visit: The PED team reviewed 10 employee files and did not find evidence of background check clearance in one (1) file (Jdell Calzadillas Chavez).

Requested Follow-Up: School provides evidence of: (a) 3M Cogent background check clearance for employee and (b) governing council approved background check policy as required by NM Stat § 22-10A-5. Also see Licensure Bureau at: <http://www.ped.state.nm.us/licensure/> which states, "NM PED Licensure will no longer accept or process fingerprint cards for background clearance. All backgrounds for licensure must be processed by 3M Cogent."

**Comments by LEA**

Compliance Indicators Is the school completing required background checks of all individuals associated with the school?

Requested Documents See "Comments by SEA" above for Indicator VI-A.02.

Other Documents

Legal References

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**VII-A.00: School Environment**

SEA Status Working to Meet Standard

LEA Status In Progress

**Comments by SEA**

2.9.18 PED Rating: The PED has rated this indicator "Working to Meet Standard" because the school provided requested evidence (e.g., tentative schedule of emergency drills for the remainder of the 2017-2018 school year to ensure all required drills will be performed). Again, the PED team advises that the school retain records as per 1.21.2 NMAC (records retention regulation) so that the team during the 2018-2019 annual site visit is able to confirm such drills have been completed.

12.11.17 Site Visit:

Physical Education & Health Education. The PED team did not observe PE and health classes.

Emergency Drills. The PED team observed incomplete documentation of emergency drills it had purportedly conducted over the past three (3) years. For example, prior year records (i.e., 2016-2017) were not available. Consequently, evidence of emergency drills including shelter-in-place and evacuations could not be confirmed for last school year (i.e., specific emergency drills required by NM Stat § 22-13-14). The PED team advised that such records must be made available for on-site reviews in order to confirm the school's adherence to 1.21.2 NMAC (Retention and Disposition of Records).

Requested follow up: School presents evidence of how it will ensure compliance with emergency drill requirements (e.g., tentative schedule of drills for remainder of 2017-2018).

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**Comments by LEA**

**Compliance Indicators** Is the school complying with facilities requirements, including E-occupancy, facility condition rating, facility master plan, facility maintenance plan, fire inspections and emergency drills, facility variances, and student transportation programs?

**Requested Documents** See "Comments by SEA" above for indicator VII-A.00.

**Other Documents**

**Legal References**

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**  
**VII-A.01: School Environment**

**SEA Status** Falls Far Below Standard

**LEA Status** In Progress

**Comments by SEA**

2.9.18 PED Rating: The PED has rated this Indicator "Falls Far Below Standard" because the school did not provide requested evidence (i.e., Immunization status log as per NMSA § 24-5-4; NMSA with redacted student names and explanation of how it will implement its Safe Schools Plan since campus visitors/PED team entered school and were unescorted/unsupervised for at least 15-minutes in the morning from 7:45am-8:00am while students were also on-site).

**HEALTH RECORDS and ABUSE/NEGLECT**

**12.11.17 Site Visit:**

Health Records log. The PED team did not observe current student Immunization status records readily available for inspection as required by state statute and regulation (see NMSA § 24-5-4; NMSA; 6.12.2.8[F]) as well as Department of Health memorandum sent to school leaders entitled, "Immunization Requirements Guidance" dated February 20, 2015.

Child Abuse & Neglect. The PED team observe child abuse and neglect certificates in files that were reviewed. General School Safety. The PED team did not observe oversight of campus visitors for a duration of 15- minutes from approximately 7:45am-8:00am when the team arrived on campus and waited for school staff to arrive in the administration building. The administrator stated that the building was left unlocked for restroom access by students who dropped-off early and the lack of staff was the result of recent "budget cuts." The PED team were not provided badges or lanyards for identification as required by the school's Safe Schools Plan (SSP).

Requested Follow-Up: School provides evidence of: (a) log or list of Immunization status of all students (student names must be redacted) and (b) implementation of its Safe Schools Plan (SSP).

**Comments by LEA**

**Compliance Indicators** Is the school complying with health and safety requirements, including, but not limited to, Safe Schools Plan, immunization requirements and master log, staff training on reporting child abuse and neglect, health rules and services, food service requirements, PE and Health curriculum, etc.?

**Requested Documents** See "Comments by SEA" above for Indicator VII-A.01.

**Other Documents**

**Legal References**

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**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**  
**VII-A.02: School Environment**

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	12.11.17 Site Visit: The PED team observed student and employee files kept in lockable cabinets. Requested Follow-Up: None.
Comments by LEA	
Compliance Indicators	Is the school handling information appropriately, including, but not limited to, requirements related to STARS data system, FERPA, HIPPA, IPRA, timely transfer of student records, security of testing materials, and safe storage of documents?
Requested Documents	See "Comments by SEA" above for indicator VII-A.02.
Other Documents	
Legal References	

**ORGANIZATIONAL PERFORMANCE FRAMEWORK**  
**School Specific Terms**

SEA Status	Not Applicable Final
LEA Status	In Progress
Comments by SEA	
Comments by LEA	
Compliance Indicators	This is the location for data on school specific terms, if any, specified in the Charter Contract and/or Performance Framework.
Requested Documents	
Other Documents	
Legal References	

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**MONTE DEL SOL CHARTER SCHOOL**

**2018-001 Internal Control over Financial Reporting (Significant Deficiency)**

**Condition/Context:** During our review of financial close and reporting we noted the following issues:

- (Policy: chart of accounts, general ledger page # 1)

  - During our review of contracts, we noted the School recorded a total of \$141,703 to rental services (account #54610) related to the bus service contract. Based on the contract, only \$78,533 was related to rents; the remainder of the contract should have been recorded to other (#55915) services.
- (Policy: Year-end closing page # 2)

  - During our review of subsequent disbursements, we noted one item totaling \$27,454.72 was improperly excluded from the accounts payable listing provided by management.

**Criteria:** Per NMAC 6.20.2.11, every school district shall establish and maintain an internal control structure to provide management with reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of general purpose financial statements in accordance with GAAP.

**Cause:** Management oversight.

**Effect:** Potential misstatement of financial statements and inaccurate reporting.

**Auditor's Recommendation:** We recommend that management review all subsequent disbursements when preparing the accounts payable listing. We recommend management review account codes to the most recent chart of accounts provided by NM PED.

**Management's Response:** Current year transportation expense accounts are being used correctly. MDS has implemented a two level review process when entering POs and for reviewing accounts.

The Business office will retain a list of year-end of accounts payables which will be provided to auditors.

**Implementation:** November 14, 2018

**Person Responsible:** Business Manager

**2018-002 Payroll Contributions (Previously #2016-002) (Significant Deficiency)**

**Condition/Context:** During our review of payroll contributions, we noted the following issues:

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**MONTE DEL SOL CHARTER SCHOOL (CONTINUED)**

*(Policy: accounts payable page # 1)*

- Late fees of \$310 were paid due to inaccurate filings.

*(Policy: Payroll page 4(4); Year-end closing page 2)*

- Management was unable to reconcile accrued payroll of \$10,247 during our fieldwork.

*Management's Progress for Repeat Findings: Management failed to implement adequate controls to resolve the finding, and will work toward corrective action during FY2019.*

**Criteria:** Per NMAC 6.20.2.11, every school district shall establish and maintain an internal control structure to provide management with reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of general purpose financial statements in accordance with GAAP.

**Cause:** Management oversight.

**Effect:** Potential misstatement of financial statements and potential inaccurate reporting.

**Auditor's Recommendation:** We recommend that management routinely review the balance sheet and reconcile accrued payroll.

**Management's Response:** The Business Manager is doing a FY17 ERB/payroll reconciliation. A report has been requested from ERB on member contributions to reconcile remittances and submit them correctly by month and employee where necessary.

**Implementation:** December 31, 2018

**Person Responsible:** Business Manager

**2018-003 Controls over Cash Disbursements (Previously #2016-002) (Other Noncompliance)**

**Condition/Context:** During our review of disbursements, we noted 5 out of 37 instances in which the purchase order was signed after the date goods/services were received by the school.

*Management's Progress for Repeat Findings: Management failed to implement adequate controls to resolve the finding, and will work toward corrective action during FY2019.*

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**MONTE DEL SOL CHARTER SCHOOL (CONTINUED)**

**(Policy: Procurement Policy page # 7)**

**Criteria:** Per PSAB Supplement 13-Purchasing, the preparation and execution of a duly authorized purchase order must precede the placement of any order for goods, services or construction. Per NMAC 6.20.2.11, every school district shall establish and maintain an internal control structure to provide management with reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of general purpose financial statements in accordance with GAAP.

**Cause:** Management oversight.

**Effect:** Possible unauthorized purchases or purchases without adequate budget authority.

**Auditor's Recommendation:** We recommend that management establish appropriate controls and procedures to ensure all purchases have an approved purchase order/purchase requisition prior to the purchase.

**Management's Response:** Staff has been trained at the beginning in regards to POs processes. The POs must be submitted in a timely request prior to conducting any purchases. Staff will be reminded about this throughout the year during their required trainings. Head Learner will send an email out to staff reminding them of the proper procedures in regards to POs.

**Implementation:** December 31, 2018

**Person Responsible:** Business Manager, Office Manager, and Head Learner

**2018-004 Controls over Cash Receipts (Previously #2016-004) (Other Noncompliance)**

**(Policy: cash receipts page # 6)**

**Condition/Context:** During our review of cash receipts, we noted 7 out of 12 instances totaling \$71,337 in which a pre-numbered receipt was not used; thus we were unable to determine if the deposit was made within 24 hours of receipt.

*Management's Progress for Repeat Findings: Management failed to implement adequate controls to resolve the finding, and will work toward corrective action during FY2019.*

**Criteria:** Per NMAC 6.20.2.14 states that money received and receipted shall be deposited in the bank within twenty-four (24) hours or one banking day. Per NMAC 6.20.2.14, school districts shall establish

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**MONTE DEL SOL CHARTER SCHOOL (CONTINUED)**

and maintain a cash management program to safeguard cash and provide prompt and accurate reporting that adheres to cash management requirements of the applicable state and federal laws and regulations. The school district shall issue a factory pre-numbered receipt for all money received. Prenumbered receipts are to be controlled and secured. If a receipt is voided, all copies shall be marked "Void" and retained in the receipt book.

**Cause:** Procedures established by management to ensure proper documentation and timely deposit have not been established to ensure 100% compliance.

**Effect:** Noncompliance with NMAC 6.20.2.14.

**Auditor's Recommendation:** We recommend that pre-numbered receipts be utilized and receipt dates be formally documented.

**Management's Response:** Receipts will be in sequential order for accounting purpose. Pre-numbered receipts have been ordered and designated staff who receive funds and make deposits have been trained on the new procedures.

**Implementation:** November 30, 2018

**2018-005 Controls over Bank Reconciliation (Material Weakness)**

(Policy: bank reconciliation Page #7; year-end closing page 2)

**Condition/Context:** During our review of the June 2018 bank reconciliation, we noted the following items were listed as outstanding electronic payments as of June 30, 2018.

- IRS outstanding payment of \$14,707.05, cleared bank July 9, 2018.
- NM RCH outstanding payment of \$9,981.25 cleared bank on July 12, 2018.
- NM ERB outstanding payment of \$85,460.71 cleared bank on July 12, 2018.

We noted the electronic payments were not initiated as of June 30, 2018, thus were not valid outstanding items against cash.

**Criteria:** Per NMAC 6.20.2.14, school districts shall establish and maintain a cash management program to safeguard cash and provide prompt and accurate reporting that adheres to cash management requirements of the applicable state and federal laws and regulations. All bank accounts shall be reconciled on a monthly basis.

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**MONTE DEL SOL CHARTER SCHOOL (CONTINUED)**

**Cause:** Management oversight.

**Effect:** Noncompliance with applicable statutes. Misstatement of cash balances prior to auditor identification.

**Auditor's Recommendation:** We recommend that management record outstanding payments as outstanding items against cash only when the electronic payment is initiated.

**Management's Response:** Debits and credits for payroll and AP are system-generated entries and usually those entries are not reversed. MDS will make sure that all PR liabilities are processed before or by June 30 and any outstanding liability will be listed and provided to auditors.

**Implementation:** December 31, 2018

**Person Responsible:** Business Manager

**2018-006 Controls over Voluntary Deductions (Material Weakness)**

(Policy: payroll page #4 (4))

**Condition/Context:** During our review of accrued liabilities, we noted \$33,796 of voluntary contributions payable that consisted largely of 403(b) contributions. Management indicated they were unaware that 403(b) contributions were being withheld from employee paychecks and contributions were not remitted timely to the 403(b) administrator. Management did remit \$25,095 on September 11, 2018 related to the late contributions and has engaged the plan administrators to determine the amount of lost investment earnings due to the late contributions.

**Criteria:** The School has a fiduciary responsibility to properly withhold elected contributions from employees and remit them in a timely manner, in accordance with the plan administrator's requirements. Per 6.20.2.18 NMAC, the local board shall establish written payroll policies and procedures which comply with state and federal regulations on payroll, as well as maintaining strict internal controls, close supervision, and financial accounting in accordance with GAAP.

**Cause:** Management indicated they were unaware that employees had elected to participate in 403(b) plans and that payroll withholdings were occurring during fiscal year 2018.

**Effect:** Failure to uphold fiduciary responsibilities. Potential lost earnings by participants for which the School is liable to contribute any lost earnings. Noncompliance with NMAC 6.20.2.18.

**Auditor's Recommendation:** We recommend management routinely review accrued payroll and employee withholdings to ensure withholdings are being properly remitted and remitted in a timely fashion.

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**MONTE DEL SOL CHARTER SCHOOL (CONTINUED)**

We recommend management continue to work with the plan administrators to determine any lost earnings and for the School to make contributions to true-up participant accounts.

**Management's Response:** During implementation of the new accounting system in FY18, some of the vendor information didn't transfer correctly; therefore various employee deduction vendors were not correct in the new system. We worked throughout the year until this issue has been remediated. Contributions were sent after the fiscal year ended and a calculation on lost income is in process to make accounts whole. Deductions have been corrected for FY19 and contributions have been sent in a timely manner.

**Implementation:** October 31, 2018

**Person Responsible:** Business Manager

**2018-007 Controls over Annual Inventory (Other Noncompliance)**

(Policy: Asset Capitalization Policy, Page 9)

**Condition/Context:** The School did not perform an annual inventory as of June 30, 2018.

**Criteria:** NMSA 12-6-10 requires an annual inventory of all physical inventory of property and equipment costing more than \$5,000 to be performed.

**Cause:** Management oversight.

**Effect:** Noncompliance with NMSA 12-6-10.

**Auditor's Recommendation:** We recommend management perform an annual inventory as required by NMSA 12-6-10.

**Management's Response:** MDS is working on drafting fixed assets and inventory procedures for staff in charge to follow. MDS will work on implementing the fixed assets module in the accounting system to be accurate and more efficient on accounting for inventory and assets management.

**Implementation:** March 31, 2019

**Person Responsible:** Business Manager, Office Manager, IT, and Head Learner

**STATE OF NEW MEXICO  
PUBLIC EDUCATION DEPARTMENT  
MONTE DEL SOL CHARTER SCHOOL  
STATEMENT OF NET POSITION  
JUNE 30, 2018**

	Governmental Activities
<b>ASSETS</b>	
Cash and Cash Equivalents	\$ 1,577,170
Restricted Cash and Cash Equivalents	63,257
Due from Primary Government	140,893
Other Receivables	20,788
Prepaid Expenses and Other Assets	790
Capital Assets Not Being Depreciated:	
Land and Land Improvements	425,000
Capital Assets, Net of Accumulated Depreciation:	
Building and Building Improvements	2,530,375
Leasehold Improvements	6,582
Furniture, Fixtures, and Equipment	46,718
<b>TOTAL ASSETS</b>	<b>4,811,373</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Deferred Outflows of Resources Related to Pension Amounts	2,089,057
Deferred Outflows of Resources OPEB Amounts	34,884
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>2,123,941</b>
<b>LIABILITIES</b>	
Accrued Liabilities	432,315
Accounts Payable	45,651
Intergovernmental Payable	10,000
Unearned Revenue	15,702
Noncurrent Liabilities:	
Compensated Absences	22,373
Long Term Debt - Due Within One Year	95,312
Long Term Debt - Due in More Than One Year	2,098,802
Net Pension Liability	6,232,433
Net OPEB Liability	1,684,423
<b>TOTAL LIABILITIES</b>	<b>10,637,011</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Deferred Inflows of Resources Related to Pension Amounts	852,557
Deferred Inflows of Resources OPEB Amounts	383,371
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>1,235,928</b>
<b>NET POSITION</b>	
Net Investment in Capital Assets	814,561
Restricted for:	
Instructional Materials	21,490
Capital Projects	549,175
Other Purposes	174,162
Unrestricted	(6,497,013)
<b>TOTAL NET POSITION</b>	<b>\$ (4,937,625)</b>

# Rubber Hits the Road

## Artifacts

Monte del Sol Overall Letter Grade

Student Growth

Academic Performance Framework-Charter School Contract

Principals Pursuing Excellence Cohort 5

Santa Fe Center for Transformational School Leadership planning document

# MONTE DEL SOL CHARTER

OVERALL LETTER GRADE



4157 Walking Rain Rd Santa Fe, NM 87507

[View on Google Maps >](#)

505-982-5982

[www.montedelisol.org](http://www.montedelisol.org) >

## OVERVIEW

### GRADES SERVED

Grade 7-Grade 12

### DISTRICT/LEA

Monte Del Sol Charter

### SCHOOL TYPE

Public State Charter

### PRINCIPAL/SCHOOL LEADER

Robert Jessen

## STUDENT POPULATION

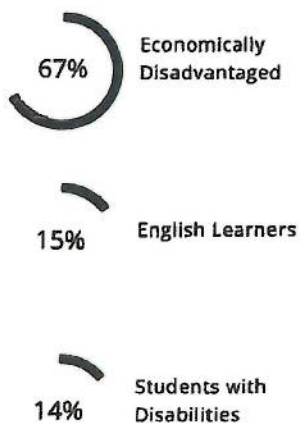
### TOTAL STUDENT ENROLLMENT

338

### RACE/ETHNICITY



### AT-RISK STUDENTS



## OVERALL PERFORMANCE

Parents are critical partners in a child's success. Just as your child's report card shows how he or she is performing, this school report card shows how your child's school is performing in multiple areas. It is designed to show the school's strengths in addition to challenges that need in order to ensure we are meeting the needs of all students.

## LEARN ABOUT THIS SCHOOL'S LETTER GRADE

### WHAT IS THIS SCHOOL'S LETTER GRADE?

LETTER GRADE



[View printable report card](#)

### HOW IS THE LETTER GRADE CALCULATED?

OVERALL SCORE

44.6



There are many factors that determine a school's letter grade. The letter grade is determined by the total number of points a school receives in several areas. Individual student growth and overall school growth measures count more towards the letter grade than student proficiency measures.

### DETAILS OF EACH MEASURE

#### STUDENT PERFORMANCE

Reading Proficiency	23%
Mathematics Proficiency	12%

#### SCHOOL IMPROVEMENT

Reading Growth	-0.5
Mathematics Growth	-0.73

#### IMPROVEMENT OF HIGHER-PERFORMING STUDENTS

Reading  
Mathematics

#### IMPROVEMENT OF LOWEST-PERFORMING STUDENTS

Reading	-0.28
Mathematics	-0.24

#### OPPORTUNITY TO LEARN

Student Attendance	96%
Student or Family Survey	39.03

#### GRADUATION AND COLLEGE CAREER READINESS

Four-Year Graduation Rate  
College and Career Participation  
College and Career Success

## HOW HAS THIS SCHOOL PERFORMED OVER TIME?

2017-2018 OVERALL PERFORMANCE

 44.6

2016-2017 OVERALL PERFORMANCE



2015-2016 OVERALL PERFORMANCE




2014-2015 OVERALL PERFORMANCE



If your student is enrolled in a school that has earned two "F" grades in the last four years, state law allows you to transfer your child to higher grade. Please call (505) 827-6909 to learn more. For information about other schools in your community, please visit the School G page at <http://aae.ped.state.nm.us/SchoolGrading.html>.

## HOW DOES THIS SCHOOL'S LETTER GRADE COMPARE TO THE DISTRICT'S LETTER GRADE?

2017-2018 OVERALL SCHOOL PERFORMANCE

 44.6

2017-2018 OVERALL DISTRICT PERFORMANCE

NA

# Student Growth

MAP test & grade level	2017-18	2018-19
	% w growth & proficiency	% w growth & proficiency
		Meets standard 75-84%
Math 7	71%	87%
Math 8	64%	78%
Math 9	61%	74%
Math 10	93%	75%
Total	71%	78%
		Does not meet standard 60-74%
Reading 7	49%	75%
Reading 8	77%	64%
Reading 9	62%	78%
Reading 10	88%	69%
Total	67%	71%
Q1 Math		Exceeds standard 75% or more
7th Grade	46%	87%
8th Grade	70%	76%
9th Grade	65%	73%
10th Grade	100%	92%
Q1 Math Totals	64%	81%

## **ACADEMIC PERFORMANCE FRAMEWORK**

The Academic Performance Framework includes measures that allow the PEC to evaluate the school's academic performance or outcomes 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; if the charter school is a high school, post-secondary readiness; and, if the charter school is a high school, graduation rate (Section 22-8B-9.1.A. (1-3, 6, 7) NMSA 1978).

This section answers the evaluative question: Is the academic program a success? A charter school that meets the standards in this area is implementing its academic program effectively, and student learning is taking place.

For each measure, a school receives one of four ratings: "Exceeds Standard", "Meets Standard", "Does Not Meet Standard", or "Falls Far Below Standard".

The PEC has specified that all schools shall propose and then negotiate two academically-oriented mission specific indicators for each school year. Those will be listed in the "Academically-oriented Mission-specific indicators" section below. Each indicator must be listed separately and have its own rating system.

**NOTE:** If a school identifies a group or cohort of students that are the students that will be assessed in an indicator set forth below, that cohort must include at least 70% of the students that would have been included had the total group been considered, unless otherwise agreed upon by the PEC. (i.e. "Students that have attended the School for 2 or more years" must include at least 70% of the students in the school.)

### **REQUIRED ACADEMIC PERFORMANCE INDICATORS**

#### **1. STATE AND FEDERAL ACCOUNTABILITY SYSTEM**

<b>1. Is the school meeting acceptable standards according to New Mexico's A-F grading system?</b>	
<b>Exceeds Standard:</b> <input type="checkbox"/> The school received an A on the state's grading system.	
<b>Meets Standard:</b> <input type="checkbox"/> The school received a B on the state's grading system.	
<b>Meets Standard:</b> <input type="checkbox"/> The school received a C on the state's grading system	The school will write an improvement plan which they believe will result in improved results for the students of the school. This must be presented to the PEC for approval within 40 calendar days from the release of school grades.
<b>Does Not Meet Standard:</b> <input type="checkbox"/> The school received a D on the state's grading system	The school will write an improvement plan which they believe will result in improved results for the students of

	the school. This must be presented to the PEC for approval within 40 calendar days from the release of school grades
<b>Falls Far Below Standard:</b> <input type="checkbox"/> The school received an F on the state's grading system.	The school will write an improvement plan which they believe will result in improved results for the students of the school. This must be presented to the PEC for approval within 40 calendar days from the release of school grades.

## 2. SHORT CYCLE ASSESSMENT - READING

**SHORT CYCLE ASSESSMENT READING.** Short Cycle Assessment data (Discovery) will be used to measure academic growth or proficiency in Reading of Full Academic Year (FAY) students in 7<sup>th</sup> -11<sup>th</sup> grade.

**Growth.** In order to show growth (the first phrase in each of the standards set forth below), FAY students will demonstrate academic growth in Reading as measured by three short cycle assessments using Discovery grade level assessment. The growth will be determined using Discovery projected growth targets for each student as set by the fall test as shown on the attached sample report. Students may show the growth on either of the winter or spring assessments.

The school may establish the growth target in the fall for students with an identified disability in Special Education in an IEP (not including gifted). These students must then meet the individual growth target established in the fall in order to show growth.

**Proficiency.** In order to show proficiency (the second phrase in each of the standards set forth below), a student scores at Achievement Level III, Adequate or Achievement Level IV, Thorough.

<b>Exceeds Standard:</b> <input type="checkbox"/> The school surpasses the target of this indicator if: 85% or more of identified students made at least one full year's growth in reading short-cycle assessment scores when comparing beginning year results to later results <b>OR</b> The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.
<b>Meets Standard:</b> <input type="checkbox"/> The school meets the target of this indicator if: 75-84% of identified students made at least one full year's growth in reading short-cycle assessment scores when comparing beginning year results to later results <b>OR</b> The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.
<b>Does Not Meet Standard:</b> <input type="checkbox"/> The school does not meet the target of this indicator if: 60-74% of identified students made at least one full year's growth in reading short-cycle assessment scores when comparing beginning year results to later results

**OR**

**The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.**

**Falls Far Below Standard:**

☐ **The school fails far below the target of this indicator if:**

**Less than 60% of identified students made at least one year's growth in reading short-cycle assessment scores when comparing beginning year results to later results**

**OR**

**The student tests "achievement level III or IV" on the winter or spring short-cycle assessment.**

### **3. SHORT CYCLE ASSESSMENT - MATH**

**SHORT CYCLE ASSESSMENT MATH** Short Cycle Assessment data (Discovery) will be used to measure academic growth or proficiency in Math of Full Academic Year (FAY) students in 7<sup>th</sup> -11<sup>th</sup> grade.

**Growth.** In order to show growth (the first phrase in each of the standards set forth below), FAY students will demonstrate academic growth in Math as measured by three short cycle assessments using Discovery grade level assessment. The growth will be determined using Discovery projected growth targets for each student as set by the fall test. Students may show the growth on either of the winter or spring assessments.

The school may establish the growth target in the fall for students with an identified disability in Special Education in an IEP (not including gifted). These students must then meet the individual growth target established in the fall in order to show growth.

**Proficiency.** In order to show proficiency (the second phrase in each of the standards set forth below), a student scores at Achievement Level III, Adequate or Achievement Level IV, Thorough.

**Exceeds Standard:**

☐ **The school surpasses the target of this indicator if:**

**85% or more of identified students made at least one full year's growth in math short-cycle assessment scores when comparing beginning year results to later results**

**OR**

**The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.**

**Meets Standard:**

☐ **The school meets the target of this indicator if:**

**75- 84% of identified students made at least one full year's growth in math short-cycle assessment scores when comparing beginning year results to later results**

**OR**

**The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.**

**Does Not Meet Standard:**

☐ **The school does not meet the target of this indicator if:**

**60 - 69% of identified students made at least one full year's growth in math short-cycle assessment scores when comparing beginning year results to later results**

**OR**

**The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.**

**Falls Far Below Standard:**

- The school falls far below the target of this indicator if:

Less than 60% of identified students made at least one year's growth in math short-cycle assessment scores when comparing beginning year results to later results

OR

The student tests "achievement level III or IV" on the winter or spring short-cycle assessment.

**4. SHORT CYCLE ASSESSMENT – MATH – Q1 STUDENTS**

**SHORT CYCLE ASSESSMENT MATH** Short Cycle Assessment data (Discovery) will be used to measure academic growth or proficiency in Math of Full Academic Year (FAY) students identified as being in the lowest quartile of students (Q1 students) as shown through the scores of the fall Discovery assessment.

**Growth.** In order to show growth (the first phrase in each of the standards set forth below), FAY students will demonstrate academic growth in Math as measured by three short cycle assessments using Discovery grade level assessment. The growth will be determined using Discovery projected growth targets for each student as set by the fall test. Students may show the growth on either of the winter or spring assessments.

The school may establish the growth target in the fall for students with an identified disability in Special Education in an IEP (not including gifted). These students must then meet the individual growth target established in the fall in order to show growth.

**Proficiency.** In order to show proficiency (the second phrase in each of the standards set forth below), a student scores at Achievement Level III, Adequate or Achievement Level IV, Thorough.

**Exceeds Standard:**

- The school surpasses the target of this indicator if:

75% or more of identified students made at least one full year's growth in math short-cycle assessment scores when comparing beginning year results to later results

OR

The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.

**Meets Standard:**

- The school meets the target of this indicator if:

60-74% of identified students made at least one full year's growth in math short-cycle assessment scores when comparing beginning year results to later results

OR

The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.

**Does Not Meet Standard:**

- The school does not meet the target of this indicator if:

50- 59% of identified students made at least one full year's growth in math short-cycle assessment scores when comparing beginning year results to later results

OR

The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.

**Falls Far Below Standard:**

□ The school falls far below the target of this Indicator if:

Less than 50% of identified students made at least one year's growth in math short-cycle assessment scores when comparing beginning year results to later results

OR

The student tests "achievement level III or IV" on the winter or spring short-cycle assessment.

**INNOVATIVE INDICATOR:** This indicator explores brave new territories in education. The PEC and the parties agree that this indicator will not be used as a basis for non-renewal.

## **5. INCREASE GPA THROUGH MENTORSHIP**

Monte del Sol Charter School's Mentorship program increases students' confidence and ability to manage new and challenging events. As a result, they enjoy greater success in the classroom and out.

We have used the General Self-Efficacy Scale (GSE) with our students to illustrate the impact of the mentorship program on our students. Self-Efficacy is "the belief that one's actions are responsible for successful outcomes." (Bandura A 1997 *Self-efficacy: The exercise of control*.) The sooner a student develops self-efficacy, the sooner they can make constructive decisions in school (and life) that increase their chances to succeed.

We expect that increase in self-efficacy to translate to improving one's grades, as measured by GPA. Hence, a student who engages herself in a mentorship will see an increase in her GPA the following year.

"According to theory and research, self-efficacy makes a difference in how people feel, think and act (Bandura, 1997). In terms of feeling, a low sense of self-efficacy is associated with depression, anxiety, and helplessness. Persons with low self-efficacy also have low self-esteem, and they harbor pessimistic thoughts about their accomplishments and personal development. In terms of thinking, a strong sense of competence facilitates cognitive processes and performance in a variety of settings, including quality of decision-making and academic achievement." (Scholz, U., Gutiérrez-Doña, B., Sud, S., & Schwarzer, R. (2002). Is general self-efficacy a universal construct? Psychometric findings from 25 countries. *European Journal of Psychological Assessment*, 18(3), 242-251.) [Emphasis added.]

The measures are as follows:

**Mentorship Goal.** A student in grades 9, 10 or 11 who has taken a mentorship the previous year will increase his/her Annual GPA from the previous year.

"Annual GPA" will be defined as the GPA for all of the courses that student took for that school year, and not a cumulative GPA for the student's career at Monte del Sol.

**Exceeds Standard:**

□ 60% of students who took a mentorship the previous year will show .3 increase in their Annual GPA when comparing the Annual GPA from the previous year to the current year's Annual GPA OR has a 3.5 Annual GPA or above.

**Meets Standard:**

- 50 - 59 % of students who took a mentorship the previous year will show .3 increase in their Annual GPA when comparing the Annual GPA from the previous year to the current year's Annual GPA OR has a 3.5 Annual GPA or above.

From: Kerry Gladden [kerry@itstheagency.com](mailto:kerry@itstheagency.com)  
Subject: PPE June Convening Pre-Work - REMINDER  
Date: May 31, 2019 at 2:49 PM  
To: Robert Jessen [arjessen@montedelsol.org](mailto:arjessen@montedelsol.org)



Hello PPE-ers! ***Friendly reminder to do your pre-work this weekend!!***

We look forward to seeing you next week in Albuquerque! Please review the pre-work for your role group below by session. Make sure to complete all assignments prior to the convening and don't hesitate to reach out with any questions!

### **Cohort 5 School Leaders**

#### ***3D Glasses for Rigor: Weekly Data Meetings – Hannah Peria***

- Please review and complete [\*Pework for 3D Glasses for Rigor\*](#), including re-reading or skimming the Data-Driven Instruction chapter in Leverage Leadership (1.0 or 2.0)

#### ***The Positive Impact of Well Developed Emotional Intelligence and Leadership Styles– Lisa Lawrence & Peter Prichard***

- Please read the attached Harvard Business Review article, [\*Leadership That Gets Results\*](#)

### **Cohort 6 School Leaders**

#### ***Critical Friends***

- Review the [\*Critical Friends Overview & Protocol\*](#), then prepare an issue for consultancy.

### **District Leadership Teams**

#### ***The Positive Impact of Well Developed Emotional Intelligence & Leadership Styles – Lisa Lawrence & Peter Prichard***

- Please read the attached article, [\*Leadership That Gets Results\*](#)

### **Lead Coaches, Performance Coaches, & District Thought Partners**

- All coaches who did not attend the 3-D Glasses for Rigor: Weekly Data Meetings session in January should complete Cohort 5's pre-work for that session and plan to attend.
- Please complete the associated pre-work for all other sessions you choose to attend, however you do not need to prepare your own issue for consultancy, if you plan to support that session.



May 15, 2019

## **Planning and Preparation Year for Monte del Sol**



### **Transformational Leadership Initiative**

Linda Henke and Zach Taylor

The Transformational Leadership Initiative partnership is designed to span three or four years depending on where a school would like to begin the work. Many schools opt to begin with a planning and prep year where they examine the TLI model and its fit for the school's transformation efforts. During this planning year the work usually includes the following:

- Establish leadership team that includes teachers who meet monthly to plan and study
- Study Fullan's book *Coherence* or a similar text on systems planning
- Visit a TLI school site(s)
- Experiment with Peer Learning Conversations from the Distributed Leadership Model
- Develop draft of a three-year plan including specifics on the coaching model and deeper learning initiatives
- Create or revisit the schools compelling purpose using an appreciative inquiry process.

Schools or districts interested in pursuing a partnership with the TLI complete an application process for this planning and preparation year, followed by a meeting with the TLI leadership team to discuss the school's rationale and partnership goals. The partners will create a memorandum of understanding outlining expectations, responsibilities, partnership agreements as well as a budget.



**We are open to working with Monte del Sol to tailor and modify this outline in order to meet the school's needs.**

**The goals for the entire TLI project include the following:**

- **Develop a shared understanding of the specific skills and concepts required to transform schools using a human-centered model**
- **Develop collective aspiration by creating a compelling purpose, an ethic of excellence, and shared images of success for both leading and learning using TLI processes and protocols**
- **Develop shared leadership by building teacher and principal leadership capacity to increase dramatically their agility and ability to create extraordinary schools**
- **Develop a rich, deep learning environment for both adults and children and a commitment to continuous improvement**
- **Build high-level collaboration throughout the organization**
- **Develop teachers' skill to implement deeper learning in their classrooms**
- **Nurture resilient school cultures where empathy, compassion, courage, creativity and growth mindset undergird the relationships among children and adults**
- **Create schools where children's voice and choice help to shape their learning**
- **Improve classroom instruction and student outcomes**

August 27, 2019

To: Gabe Romero  
Executive Director of Operations  
SFPS

From: A. Robert Jessen  
Head Learner  
Monte del Sol Charter School

Dear Mr. Romero,

You have asked us to provide you with “The timelines for the five construction phases described in Section 4: Capital Improvement plan.” Rather than provide you with exactly that, I will provide you with the update to our Master Plan that we are operating on, which I had planned to present to you at the second meeting--originally planned but ultimately cancelled--prior to the SFPS board meeting.

In February of 2018, we met with Leo Valdez, of Hutchinson, Shockey, Erley & Co., an investment banking firm specializing in public finance, to explore moving forward with our facilities master plan. The original plan had been divided into five phases, hoping to initiate the most critical phase of replacing the portables as quickly as possible. Mr. Valdez illustrated to us that the basis of the plan, using modulars, was not attractive to lenders owing to the shorter life span of the buildings.

In addition, once we determined that non-modulars were a more financially feasible option, it no longer made sense to divide the phases the way we did. Instead, we combined phases I (replacing 6 portable classrooms), II (replacing the two portables housing offices), and V (the construction of a gym). Phases III and IV were more or less interim phases that entailed refurbishing already existing spaces.

Mr. Valdez contacted Sanjay Engineer, vice president of the firm FBT Architects to provide more detailed numbers. Mr. Engineer determined that what were previously known as phases I, II and V could be completed as a wood frame and metal building for \$9,705,000, including a \$2,172,520 payoff of the existing mortgage held by the foundation. The total new debt incurred by the foundation would then be \$7,532,480.

The next step will be to contract with Consilium School Finance Group to do a top to bottom audit of Monte, including interviews with all stakeholders, to confirm the academic integrity and solvency of the school. Once that is complete, we expect to break ground during the summer of 2020 with a construction timeline of a bit more than a year, moving in during fall 2021.

This new addition resolves three current issues for Monte. The first is the retirement of the portables, which have outlived their lifespan. The second is the addition of the gym, which although not necessary would improve both the PE courses and athletics at Monte. The last is the creation of a single point of entry for the school. This is the most critical safeguard that the school can make.

## MdS Academic Strategy

Monte del Sol Charter School educates and inspires Santa Fe's diverse population in grades 7 through 12, by building strong relationships and creatively engaging the local and global community.

To do this, Monte del Sol Charter School will:

- provide a **small school** so each individual is known;
- acknowledge and **celebrate the diversity** of its members and the community;
- connect students with adult community members through the **mentorship** program;
- **foster awareness of the world** through international trips, student exchanges, special events and curricula;
- engage students in the **arts** through events, activities, and curricula;
- teach the importance of **environmental sustainability** in our curricula and through participation in the garden.

Monte del Sol Charter School provides Santa Fe youth with a small school educational setting. Mostly, the daily schedule and academic expectations mirror those of traditional district schools. What sets Monte apart is the focus on community, diversity, and relationships. Teachers and administrators are called by their first names to represent reciprocity in the learning process, and the idea that learning does not stop at graduation is symbolized by the titles of Head and Assistant Head Learner.

From Principals Pursuing Excellence (PPE) to the Transformational Leadership Initiative (TLI), MdS continues to discover how to best meet the diverse needs of its students and community members.

- In 2017-2018, Dr. A. Robert Jessen entered the PPE program
- Year 1(SY2017-18)
  - Established a Core Leadership Team,
  - Annual and 90-plans
    - Systems
    - Data-driven instruction
  - Weekly 90-minute professional development sessions with faculty to deliver new and share existing strategies interim assessments, critical friend protocols and use academic language.

*Based on feedback, the administration determined that the structure of one weekly 90-minute session did not provide sufficient time to cover all business and professional development needs. Monte del Sol has an active NEA chapter and meeting hours are negotiated during collective bargaining.*

- Year 2 (SY2018-19)
  - Scheduled five additional professional development days with all staff in addition to the three days faculty have for planning and grading.
    - mission-specific goals
    - tier I & II interventions
    - project-based learning at Monte del Sol
    - Interpersonal Leadership Styles (ILS)
    - faculty-led presentations on math and literacy instruction
    - restorative justice and safety
    - culturally responsive teaching
  - Annual and 90-plans
    - Tier I Interventions

## MdS Academic Strategy

### ■ Formative Assessments

- Weekly staff meetings and team meetings were scheduled
- Reinstate department coordinators (English, Math, Science, Social Studies, Art, and World Languages), explored vertical alignment, cross-curricular projects, arts integration, and input on budget needs
- Grade-level teams met weekly to discuss students of concern, cross-curricular programming and positive culture events (i.e., gatherings or educational field trips).

*The full-day professional development sessions were useful since they provided time to go deeper into the subject matter and intentionally apply the content to classroom instruction; however, the structure was not sustainable over time, nor did it provide enough consistency to build on themes in a timely manner.*

### ● Year 3 — Year Zero (SY2019-20)

- Formalize Monte's leadership team roles and responsibilities and request a two-year commitment (departments: humanities, math/science, specials; and grade-level teams: 7-8, 9-10, 11-12)
- Shared governance and "flattened leadership"
- Common prep four days per week (8:00-8:55 AM)
- Define Monte's compelling purpose with the support of The Santa Fe Center of Transformational School Leadership
  - Five 2.5-hour sessions with the leadership team
  - Three Appreciative Inquiry (AI) sessions with all MdS stakeholders
  - Examine PBL at MdS
- Expand the number of AP and honors courses offered
  - Honors (English 8, 9, 10, 11, Algebra I & II)
  - AP 2019-20 (Environmental Science, World History, US History, 2-D Art, Spanish Language and Culture, English Literature and Composition)
  - Guide students to earn the Bilingual Seal
- Develop dual credit cohorts and career pathways
  - Computer Science
  - Culinary Arts (towards SFCC certificate)
  - Sustainability (towards SFCC certificate)
  - Trades Math and Math Applications
- Practice common protocols (in documentation and dialogue) to support diverse needs
  - IEP
  - SAT
  - EL
- Specific attention to operations and communication practices
- Involve all stakeholders in the school program development and evaluation

*Monte del Sol continues to learn to do what it does (relational learning) better. Beginning its third decade, Monte seeks to meet the diversity of Santa Fe with engaging educational experiences that prepare students to think critically, act responsibly as a member of a community, and excel as scholars, organizers, athletes, artists, etc. Monte del Sol will continue to evaluate growth in math and ELA with the use of short-cycle assessments and build a culture of collaboration.*

**Board of Education Regular Meeting**  
**Educational Services Center**  
**610 Alta Vista, Santa Fe NM**  
**September 3, 2019**  
**5:30 p.m. Regular Session**



- I. Opening Activities**
  - A. Call to Order
  - B. Pledge of Allegiance and the Salute to the New Mexico Flag
  - C. Acknowledgement of Tribal Land
  - D. Approval of Agenda
- II. Introduction of Interpreter**
- III. School Board Showcase**
  - A. Santa Fe High School Choir
  - B. First Serve - Arthur Ashe Essay Contest Winners
- IV. Public Forum**
- V. Union Update**
- VI. Student Board Members Announcements and Follow Up**
- VII. Board Announcement and Follow Up**
- VIII. Superintendent Announcements and Follow Up**
- IX. Consent**
  - A. Budget Adjustment Requests
  - B. Contracts Over \$50,000
  - C. Per Capita Feeder Approval - Aspen Community School
  - D. Approval of Minutes
    - 1. August 13, 2019 - Study Session
    - 2. August 20, 2019 - Regular Meeting
- X. Action**
  - A. Monte Del Sol Charter School Request
  - B. First Reading of Amended Policy 545 Tax Levy Elections and Charter Schools
  - C. Resolution 2019/2020-3, CALL TO CLIMATE CHANGE ACTION Calling on Congress and State Legislature to Act on Climate to Protect Students
  - D. 2019/2020 Board Committee Appointment to CRC by Board Secretary Rudy Garcia

## **XI. Presentation**

A. Santa Fe Curriculum Maps

## **XII. Board Discussion and Possible Action**

A. Middle School Soccer (S.Carrillo)

## **XIII. Advanced Planning**

09/11/2019 6:00 p.m. CRC Meeting  
09/12/2019 Audit Committee Meeting  
09/14/2019 11:30 - 2:30 p.m. SFPS Back to School Bash, Franklin E. Miles Park, 1027 Camino Carlos Rey  
09/17/2019 (Tentative 4:30 p.m. Executive Session) 5:30 p.m. Regular Meeting  
09/18/2019 8:00 a.m. - 9:00 a.m. 2019 Legislative Breakfast. ESC 610 Alta Vista  
09/19/2019 5:30 p.m. - 8:30 p.m. NMSBA Region II Meeting, Pojoaque Valley School District ,  
Pojoaque Valley High School Commons Area, 1574 State Road 502 West Santa Fe , NM  
09/24/2019 5:00 p.m. Study Session Finance Subcommittee  
09/25/2019 (Tentative 6:00 p.m. CRC Meeting)  
10/01/2019 (Tentative 4:30 p.m. Executive Session) 5:30 p.m. Regular Meeting  
10/08/2019 (Tentative 5:00 p.m. Study Session)  
10/09/2019 6:00 p.m. CRC Meeting  
10/10/2019 Audit Committee Meeting  
10/15/2019 (Tentative 4:30 p.m. Executive Session) 5:30 p.m. Regular Meeting  
10/22/2019 (Tentative 5:00 p.m. Study Session)  
10/23/2019 (Tentative 6:00 p.m. CRC Meeting)  
11/06/2019 (Tentative 4:30 p.m. Executive Session) 5:30 p.m. Regular Meeting  
11/11/2019 Audit Committee Meeting  
11/12/2019 5:00 p.m. Study Session Finance Subcommittee  
11/13/2019 6:00 p.m. CRC Meeting  
11/19/2019 (Tentative 4:30 p.m. Executive Session) 5:30 p.m. Regular Meeting  
Thanksgiving Break Nov. 27-29, 2019

## **XIV. Adjournment**

*If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Board of Education Office at (505) 467-2003 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Board of Education Office at (505) 467-2003 if a summary or other type of accessible format is needed.*

*"Santa Fe Public Schools does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following department has been designated to handle inquiries regarding non-discrimination policies: Santa Fe Public Schools, Human Resources Department, 610 Alta Vista, Santa Fe, NM 87505, Phone number: (505) 467-2008. For further information on notice of non-discrimination, visit <http://wvdcrobcplp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area, or call 1-800-421-3481."*

*Si usted es un individuo con una discapacidad que necesita un lector, amplificador, intérprete de lenguaje de señas cualificado o cualquier otra forma de servicio o ayuda auxiliar para asistir o participar en la audiencia o reunión, póngase en contacto con la oficina de la Mesa Directiva de Educación al (505) 467-2003 al menos una semana antes de la reunión o tan pronto como sea posible. Los documentos públicos, incluyendo la agenda y minutos, pueden proporcionarse en diversos formatos accesibles. Póngase en contacto con la Mesa Directiva de Educación al (505) 467-2003 si se necesita un resumen u otro tipo de formato accesible.*

*"Las Escuelas Públicas de Santa Fe no discrimina por razones de raza, color, origen nacional, sexo, discapacidad o edad, en sus programas y actividades y ofrece acceso igualitario a los Boy Scouts y otros grupos juveniles designados. El siguiente departamento se ha encargado de tramitar las consultas relacionadas con las pólizas de no discriminación: Escuelas Públicas de Santa Fe, Departamento de Recursos Humanos, 610 Alta Vista, Santa Fe, NM 87505, Teléfono: (505) 467-2008.*

*Para más información sobre la notificación de la no discriminación, visite <http://wvdcrobcplp01.ed.gov/CFAPPS/OCR/contactus.cfm> para la dirección y número de teléfono de la oficina que sirve su área, o llame al 1-800-421-3481"*

**Monte del Sol Charter School  
Presentation for Consideration for Charter Renewal by  
Santa Fe Public School**

- 1. Statement of Reason for Seeking Charter Renewal**
- 2. Who is Monte del Sol Charter School? (at a glance)**
- 3. The Cool**
  - Mentorships
  - Camping
    - Beginning of the year
    - Chaco Canyon
    - 8th Grade Wilderness
    - Outdoor athletics which introduced 15 students to downhill skiing
  - Sustainable College and Career Readiness
    - Certificate pathways in Healthcare, Culinary and Sustainable Technologies
  - International Trips
    - Japan last year, Spain this year. LISTO with the SFCC a couple of years ago.
  - The Peace Museum
    - A year-long Project Based Learning effort with support from the Lannan Foundation, including the projects being exhibited to the public at the Foundation's offices
- 4. The Nitty Gritty**
  - Financial Status
    - Statement of Net Position June 30, 2018
    - Findings and responses for year ending June 30, 2018
  - Operations
    - PEC/CSD Authorized Annual Monitoring
- 5. Where the Rubber Meets the Road**
  - Institutional Growth (last 5 years: D, D, C, D, D—no longer on the webpage!)
    - Letter Grade
    - Student Growth
    - Academic Performance Framework with PEC
    - PPE - 2 years-finished
    - Santa Fe Center For Transformational School Leadership - 4 years-starting

### **Why move back to the district?**

As a state charter school, Monte is authorized by the Public Education Commission (PEC) and managed by the PED through the Option for Parents and Families (formerly Charter School Division). Neither institution is focused on Santa Fe. A critical component of our charter is a focus on community, and we miss being part of the district. There are several synergies that come with being authorized by the district.

We would like to initiate inter-school activities with like schools (charter and magnet) as well as regular public schools. We have collegial relationships with other Santa Fe schools, such as Mandela, whose Incoming Principal Learner was a teacher and former colleague in Monte's LISTO (Language Institute for Sustainability and Transformative Education in Oaxaca) program. The city has launched Inspire Santa Fe, another variation of a mentorship program with whom we are collaborating. We want to share with the district how we get 150 students a year into mentorships and prepare them for their all-school presentations. All students must complete two mentorships to graduate, which means that the students who would most benefit participate.

We moved to the state four years ago, during my first year as Head Learner. My analysis in hindsight was mistaken: rather than moving from the oversight of two bureaucracies to one, we essentially ended up moving from oversight by one institution to in our community to oversight by two separate state-wide agencies that don't always see eye-to-eye. We want to come home.

# **Who is Monte del Sol Charter School?**

**June 4, 2019**

**Enrollment on 120th day:**

**2019 - 347; 2018 - 340; 2017 - 344; 2016 - 358; 2015 - 355**

**School Grade**

**2018-19 D; 2017-18 D; 2016-17 C; 2015-16 D; 2014-15 D; 2013-14 B;  
2012-14 B**

**Demographics:**

**(From 2017-2018 PED District report Card)**

**74% Hispanic**

**19% Caucasian**

**5% Asian**

**2% Other (African American, Native American, Pacific Islander)**

**67% Economically Disadvantaged**

**17% Students w/Disabilities (Special Education)(2019 data)**

**15% English Learners (Does not include all bilingual)**

**15% Recently Arrived in the U.S.**

## **4 year graduation rates (Cohort of 2017):**

<b>Monte del Sol Total:</b>	<b>72%</b>	<b>SFPS: 69%</b>	<b>State: 71%</b>
<b>MdS Economically Disadvantaged:</b>	<b>75%</b>	<b>SFPS: 69%</b>	<b>State: 66%</b>
<b>MdS Students w/ Disabilities:</b>	<b>69%</b>	<b>SFPS: 52%</b>	<b>State: 62%</b>
<b>English Learners:</b>	<b>78%</b>	<b>SFPS: 62%</b>	<b>State: 68%</b>

## **2017-18 Achievement Data (PARCC & SBA)**

<b>Reading Proficiency: 23%</b>	<b>SFPS: 36%</b>	<b>State: 39%</b>
---------------------------------	------------------	-------------------

Math Proficiency: 12%	SFPS: 18%	State: 21%
7th grade Science Proficiency: 37%	SFPS: 33%	State: 43%
11th grade Science proficiency: 29%	SFPS: 19%	State: 27%

### **Mentorship Program**

56% of students taking a mentorship in 2017-2018 showed a .3 increase in their GPA or had a GPA of 3.5 or better

#### **Recent Mentorships Offered:**

##### **Arts**

Hip Hop Dancing, Visual Arts, Music, Music Theory, Acoustic Guitar, Clay Sculpture, Folklorico Dance, voice, Tango, Fire Dancing, Middle Eastern Dance, Theatre, Salsa Dance, Photography, Violin, Glass Blowing, Graffiti Art, Break Dancing, Cake Decoration, Piano, Mariachi, Bass Guitar, Painting, Pottery, Ceramics, Sculpture, Stone Carving, Drumming, Portrait Drawing, Mural Painting, Electric Guitar, Digital Photography, Pyrography (Wood Burning Art,) Printing,

##### **Humanities**

American Sign Language, Creative Writing, Pedagogy, Japanese Culture, Psychology, Architectural Restoration, Korean language and Culture, Activism/Social Justice,

##### **Athletics**

Aerial Fabric, Physical Fitness, Skateboarding, Soccer, Bowling, Archery, Horseback Riding, Rock Climbing, Fencing, Jiu Jitsu, Mountain Biking, Kickboxing, Basketball, Fencing, Marine Training, Circus Performance, Football, Marksmanship & Gun Safety, Boxing,

### **Careers**

Immigration Law, Fashion Design, Auto Body Work, Music Business, Marketing, Carpentry, Electrical Engineering, Culinary Arts, Physical Therapy, Veterinary Medicine, Special Effects Makeup, Real Estate, Radio Arts, Horse Care, Municipal Government, Aviation, Nursing, DJ, Dentistry, Film Production, Law, Emergency Room Medicine, Surgery, Baking, Restaurant Management, Large Raptor Handling, Social Entrepreneurship, Firefighting, Sports Cinematography, Nutrition, Labor and Delivery Nursing, Sports Journalism, Welding, Psychotherapy, Pharmacy, Horse Whispering, Nutrition, Emergency Communications 911, Pediatrics, Wealth Management

### **Science & Technology**

Astronomy, Motorcycle Mechanics, Computer Hardware, Chemistry, Blacksmithing, Chain Mail, Bicycle Repair, Bioinformatics, Robotics, Sound Design, Computer Animation, Mathematics, Blade Forging, Aerospace Engineering

### **Sports Offered**

Girls: Basketball, Soccer, JV and Varsity Volleyball

Boys: Soccer, JV and Varsity Basketball

### **Other Random Facts**

- ◊ 64% of teachers hold advanced degrees.
- ◊ 44% of teachers have 10 or more years at Monte.
- ◊ 6 teachers have been at Monte for at least 19 years.

## **Post-Graduation Destinations**

### **MONTE DEL SOL COLLEGE ATTENDANCE 2005-2018**

Students from our 13 graduating classes have been accepted to the following institutions of higher learning:

Allegheny, American Dramatic & Musical Academy, American U, Antioch, School of the Art Institute of Chicago, Aveda Institute, Bard, Barnard, Bel-Rea Institute (Vet Tech), Bennington, Berklee College of Music, Boston U, Cal Poly, U C Berkeley, Santa Cruz, and San Diego; Central NM Community College, Colorado College, Colorado Mountain College, Colorado State U, Columbia College, Cornish, U of Colorado Boulder, Culinary Institute of America, U of Denver, Doña Ana CC, Drew, Drexel, Duke, Eastern NM, Eckerd, Elon, Emerson, Eugene Lang, NM Firefighter Academy, Fort Lewis, George Washington U, Goucher, Grinnell, Hamilton, Hampshire, Harvard, U of Hawaii, U of Illinois Chicago, Institute of American Indian Arts, Ithaca College, Kalamazoo, Knox, Lafayette, Lewis & Clark, Long Island U Global, Maharishi University of Management; U of Malaga/Spain, Marlboro, U Mass, MIT, Mills, Naropa, New College of Florida, UNM, NM State, NM Tech, NM Highlands, Northern Arizona U, Northern NM College, NYU, Oberlin, Occidental, Oregon College of Arts & Crafts, Otis School of Art & Design, Pacific Northwest College of Art, Prescott College, Portland State U, Princeton, U of Puget Sound, RPI, Rocky Mountain College of Art & Design, San Antonio CC, Santa Fe CC, Santa Fe U of Art & Design, Sarah Lawrence, Scripps, Scherer School of Massage (now called SF School of Massage), St. Edwards, St. John's College, Stanford, Tufts, Warren Wilson, U of Washington, Western Washington U, Whitman, Whittier, Willamette U

### ***School Community***

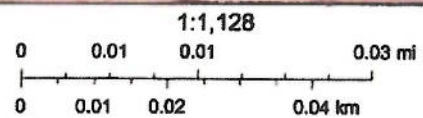
***Camping Trips, Political Activism, Senior Dinner, Burnt Spaghetti Dinner***



6/3/2019, 11:08:32 AM

School Locations

• Mid/High



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

# Cool

## Artifacts

Mentorship  
Museum of Peace  
Sustainable College and Career Readiness



## The Mentorship Program At Monte del Sol Charter School

**Every year approximately 150 Students** experience hands-on learning through their yearlong mentorships ranging from blacksmithing to veterinary, barrel racing to mathematics, ballet to beekeeping and more.

The Mentorship Program, a cornerstone of the school since 2000, fosters a process in which students learn because they feel connected to someone who cares about them, their progress, and their potential for making a significant contribution with their skills and knowledge out into the world.

This innovative curriculum, which now serves as a model for other schools in the district, plays a leading role in connecting our students into the community. Each student is required to do two years of mentorship in order to graduate, and many do more. Mentorships are significant in both the protégés' and mentors' lives, offering a unique learning environment precisely because they begins with an interest or passion born from the student.

"The structure of the Mentorship Program allowed me to connect to these young men on a level that I could never quite achieve in even my smallest classroom setting ... we were free to do what humans do best. We could explore. We could discover. And we could learn." — Monte del Sol Mentor and Teacher

"Anything humanly possible is possible within the mentorship program, which is what makes it special and a blessing for the school and its students. It can make or break a career decision, and alter the course of your days forever if you enjoy the experience, and finally educate you further on whatever you desire." — Monte del Sol Student



### Mentorship Program in a Snapshot

- ~ Student picks a field of interest (August/September)
- ~ Student matched w/ mentor (September/October)
- ~ Mentors gift their time to the student
- ~ Meeting, two hours per week
- ~ Students' Commitment/Respect/Responsibility crucial
- ~ Program runs September/October through April/May
- ~ Students & families responsible for transportation
- ~ Complete written portfolio (early - April)
- ~ Attend Mentor Appreciation Evening (mid-Feb)
- ~ Perform/present at Mentorship Festival (late - April)
- ~ One credit per Mentorship per year (two needed for graduation)

Contact Giselle Piburn, Mentorship Program Director at 505-982-5225 x115 or [gpiburn@montedelsol.org](mailto:gpiburn@montedelsol.org)



## What it Means to Be Peaceful

Sophomores at Monte del Sol have spent the last year exploring the origins of peace and conflict with Lannan support

Students Aryeh Mondary and Noelle Morningstar work an LGBTQ art response, which includes three portraits and five hand-painted flags. | Courtesy Monte Del Sol Charter School

By Leah Cantor | April 16

Over the course of the last year, 10th-grade students at Monte del Sol Charter High school have been involved in an unusual initiative: History teacher Sierra Corriveau and English teacher Elizabeth Tidrick collaborated on joint history and literature class this year, based on the topic of peace and conflict. Both teachers agree that for the charter school, the class was one-of-a-kind. The two spent the summer designing a curriculum around the nontraditional teaching method of project-based learning, in which students learn through doing rather than memorizing facts and answers to a test, and spend much more time working on projects that they have selected themselves than in a normal curriculum. The final class projects is on display in a two-day installation of a "Peace Museum" at the Lannan Foundation Meeting House on Friday and Saturday April 19 and 20.

For the first half of the year, students learned about various conflicts from around the world. They read the literary accounts of people who have lived through genocides and discussed true experiences of living through conflict and creating peace at guest presentations by various members of the community, including a Special Ops veteran, a survivor of the Sierra Leone Civil War, the son of a Holocaust victim, Pulitzer Prize-winning photojournalist Don Berletti and a panel from the Peace Corps.

"Given everything that is going on in the world right now, it really felt important for the kids to be thinking through these things," says Corriveau. "The benefit of project-based learning is that the kids are much more personally invested and interested in the outcome of the class."

In one of the final classes leading up to the installation of the project, students share their reflections on the course with SFR.

One of the most important lessons the students return to as a takeaway is the importance of peace as a personal practice. "Peace can be contagious," says Brayan Roybal, "but it starts with the individual. It starts with learning to be peaceful in oneself. Honestly, after looking at all the genocides, they all started with conflicts, and conflicts start from disagreements, and disagreements start from not really being willing to listen, not really seeing each other. So that's what we have to do here in our own communities—is learn to be peaceful in ourselves and not judge each other."

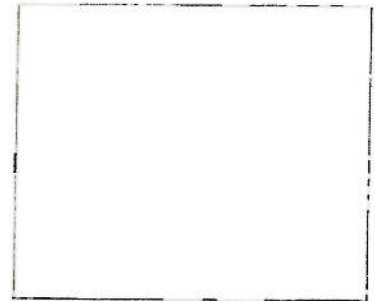
Another student, Prayas Pradhan, says, "I thought there was good and bad. Now I know that there are gray areas. The bad guys, we can't just look at them like bad guys. We also have to see them as people who were probably hurt in the past or who were scared."

The students ended the course by reflecting on the topics covered throughout the year in artistic projects based on research into specific issues. One group studied methods of cultivating peace at a personal level and built a mindfulness cabin that will be set up in the museum as a sanctuary where visitors and sit in quiet reflection. Other groups chose to study the topics of LGBTQ violence, rape survivors, the glorification of gun violence, and PTSD. The public can see both personal projects and a final group art pieces on the topics over the weekend at the installation.

The effort that the students put into grappling with these difficult topics is evident in the passion with which they talk about the class as they speak about how to nurture peace in society, and how it's relevant to the problems they face as young people in an uncertain world.

"This was not part of a regular community grant program," says Linda Carey, a representative of the the Lannan Foundation, which provided funding for the experiment.

When Tidrick came to them with the idea, says Carey, "We just thought that what they were doing was really in line with what the Lannan Foundation is all about, and we were touched that the kids would have the opportunity to study social justice issues, some of which have a really direct effect on their lives."



### RELATED STORIES



Rio Arriba sheriff's deputy Tases student



Refinance Route



Amateur Anglers

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The course is unlikely to become a regular part of the curriculum at Monte del Sol, but it raises the question of how to most effectively engage students in topics such as this one that have no clear "right" answers. The teachers agree that project-based learning provides an intriguing alternative to traditional methods.

"Peace is all about learning how to communicate," says student Daniela Gonzalez-Trejo. "Our society needs to get better at this, because being peaceful doesn't mean that everyone has to think the same way. In the class I learned how important it is to be okay with people having different perspectives."

Lucas Rosas concludes, "It's about learning not to judge a book by its cover. Not to judge or stereotype other people, because you never know what's going on inside of someone."

#### **Monte del Sol Peace Museum**

5-7 pm Friday April 19 and 10 am-2 pm Saturday April 20. Free. The Lannan Foundation, 309 Read St., 986-8160.

## **COMMENTS**

Sponsored Links

**If Your Dog Eats Grass (Do This Every Day)**

Ultimate Pet Nutrition

**Martial Artist Bolo Young Is 72 & How He Lives Now Will Make You Especially Sad**

Miss Penny Stocks

**This Is What Happens To Dark Spots (When You Do This Every Morning)**

Gundry MD Dark Spot Diminisher

**The Skin Toxin In Your Home (That Most People Don't Know About)**

Beverly Hills MD

**At 82, Jack Nicholson Lives Modest Life With His Partner**

Cash Roadster

**See The Facial That Can Take 10 Years Off Your Appearance**

Maria Clara | HanaBura

# Monte del Sol Charter School

## Sustainable College and Career Readiness

### Learn and Earn by Doing

2019/2020 School Year Monte del Sol with SFCC will offer:

- **Learn and Earn** by taking classes to earn credit towards both a High School Diploma and a SFCC Certificate and/or Associates Degree
- **Doing:** Students will participate in Mentorships and in Hands-on Projects
- **SCCR Program** participants will also receive the following: 1:1 Career and College Counseling, Career Readiness Classes, Wrap-Around Services and 12 months of 1:1 Post Graduation Support

To apply go to the M&S website and click on this **THIS LINK** or use QR Code  
Students will interview for a spot early may for the 2019/2020 school year.



college

Sustainable  
Technology

Health Care

Culinary  
Arts

Career

# Sustainable Future

# Interested in Earning College Credit? Want to Learn about Different Careers?

## Mds will be offering the following classes Fall 2019

**Intro to Sustainability:**  
An introduction to the roots and history of the sustainability movement.  
Explore; Solar, Wind, Bio Fuels, Greenhouse Management.

**Culinary Fundamentals I:**  
Introduces the many skills necessary to become a professional chef.

**Intro to Healthcare Career:**  
This course introduces students to various health professions and the behaviors and skills necessary for success in the health field.

**Learn and Earn by Doing**

**EARN both High School and College Credit at the same time**  
**LEARN skills that can get you ahead!**

**Interested?**

**Sign up in the office or contact DJ!**

# Sustainable Future

# Monte del Sol Charter School

## 2019 Summer

### Sustainable Agriculture Academy

In Collaboration with SFCC, Mds will be offering a

**Dual Credit Sustainable Agriculture Course**

Students will learn about

Greenhouse and Garden Design and Cultivation

Course will run from June 10th-July 11th

**Sign up in the Office or Contact DJ**

## Sustainable Future



# Monte del Sol Charter School

## 2019 Summer Culinary Academy

In Collaboration with SECC, Mds will be offering  
**Dual Credit Culinary Courses**



Students will learn  
Soups, Sauces and SW Cuisine  
Course will run from

**June 10th-July 11th**

**Sign up in the Office or Contact DJ**



# Sustainable Future

# Nitty Gritty

## Artifacts

PEC Authorized Annual Monitoring 2017-18

State of NM Schedule of Findings and Questioned Costs Year Ended June 30, 2018  
and Management responses

Statement of Net Position as of June 30, 2018

**MONITORING INSTRUMENT ITEM REPORT**  
**Monte Del Sol Charter**  
**PEC AUTHORIZED ANNUAL MONITORING**

**I. ACADEMIC PERFORMANCE FRAMEWORK**

**I-A.00: NM A-F grading system**

SEA Status	Does Not Meet Standard
LEA Status	In Progress
Comments by SEA	<p>8.21.18 PED RATING: According to the school's performance framework, a school letter grade of D is rated as Does Not Meet Standard. Within 40 days (no later than September 30, 2018), the school must provide the school improvement plan to the PEC or participate in NM DASH.</p> <p>12.11.17 Site Visit: The 2017-2018 A-F school letter grade had not been determined at the time of the site visit. The A-F school letter grade will be made available in August/September 2018.</p> <p>Requested Follow-Up: None.</p>
Comments by LEA	
Compliance Indicators	This is the location for the state report card data for the most recent school year, generally released in August/September.
Requested Documents	School Improvement Plan/NM Dash Plan required for schools with less than a C letter grade on the previous year's state report card
Other Documents	
Legal References	

**I. ACADEMIC PERFORMANCE FRAMEWORK**

**I-A.01: Required Academic Performance Indicators**

SEA Status	Does Not Meet Standard
LEA Status	In Progress
Comments by SEA	<p>08.29.18 PED Rating: The PED team has rated this indicator as Does Not Meet Standard because the school earned Does Not Meet on two (2) of the three (3) mission specific goals as follows:</p> <p>2) Does Not Meet Standard because, according to the school, 60-74% of students (67%) made at least one year's growth in reading short-cycle assessment scores when comparing beginning year results to later results OR scored at or above the grade level norm.</p> <p>3) Does Not Meet Standard because, according to the school, 60-74% of students (71%) made at least one year's growth in mathematics short-cycle assessment scores when comparing beginning year results to later results OR scored at or above the grade level norm.</p> <p>4) Meets Standard because 60-74% of identified students (64%) made at least one year's growth in math short-cycle assessment scores when comparing beginning year results to later results OR scored at or above the grade level norm.</p> <p>12.11.17 Site Visit: The PED team observed documentation that the school administered short-cycle assessments (i.e., NWEA) during fall as required by its mission-specific indicators. The school was reminded to submit an update of their short-cycle assessment results as well as data it has collected on its "innovative indicator" (Monte Del Sol Performance Framework, p. 7) focused on improvement of grade point average (GPA) through</p>

## MONITORING INSTRUMENT ITEM REPORT

### Monte Del Sol Charter

### PEC AUTHORIZED ANNUAL MONITORING

mentorship. Submission must be through the web-EPSS monitoring tool platform by the 120D reporting period which is February 15, 2018 as required by the Public Education Commission (PEC).

**Requested Follow-Up:** School provides evidence it is tracking student progress on mission-specific indicators (i.e., NWEA short-cycle assessments and GPA/mentorship) and upload such document into the web-EPSS (sec. I-A.01) no later than the 120D (February 15, 2018). The school must also provide at the end of the school year its analysis of progress towards each mission-specific indicator (3 focused on NWEA progress in reading, math, and Q1 performance in NWEA-math). The analysis must be accompanied by the NWEA "Achievement Status and Growth Projection" reports themselves (published by the vendor) for each teacher that lists individual student results during the winter or spring semester test administration(s) in both math and reading. The school MUST identify (e.g. color-code) students who were identified as Q1 based on fall NWEA-math assessment showing their progress on subsequent test (either winter or spring).

Comments by LEA

Compliance Indicators This is the location for all school reports that will be uploaded by the school to support progress toward Mission Specific Indicators.

Requested Documents Mid-Year Data to demonstrate progress toward indicators  
School's analysis, along with supporting verifiable EOY data, to demonstrate progress toward indicators

Other Documents

Legal References

#### I. ACADEMIC PERFORMANCE FRAMEWORK

#### I-A.02: Optional supplemental Indicator(s)

SEA Status Meets Standard

LEA Status In Progress

Comments by SEA 08.29.18 PED Rating: The PED team has rated this Indicator as Meets Standard because 57% (between 50 and 59%) of students who took a mentorship showed an increase of 0.3 in their GPA or had a 3.5 GPA.

**INNOVATIVE INDICATOR:** This indicator explores brave new territories in education. The PEC and the parties agree that this indicator will not be used as a basis for non-renewal.

#### INCREASE GPA THROUGH MENTORSHIP

Monte del Sol Charter School's Mentorship program increases students' confidence and ability to manage new and challenging events. As a result, they enjoy greater success in the classroom and out.

We have used the General Self-Efficacy Scale (GSE) with our students to illustrate the impact of the mentorship program on our students. Self-Efficacy is "the belief that one's actions are responsible for successful outcomes." (Bandura A 1997 Self-efficacy: The exercise of control.) The sooner a student develops self-efficacy, the sooner they can make constructive decisions in school (and life) that increase their chances to succeed.

We expect that increase in self-efficacy to translate to improving one's grades, as measured by GPA. Hence, a student who engages herself in a mentorship will see an increase in her GPA the following year.

"According to theory and research, self-efficacy makes a difference in how people feel, think and act (Bandura, 1997). In terms of feeling, a low sense of self-efficacy is associated with depression, anxiety, and helplessness. Persons with low self-efficacy also have low self-esteem, and they harbor pessimistic thoughts about their accomplishments and personal development. In terms of thinking, a strong sense of competence facilitates cognitive processes and performance in a variety of settings, including quality of decision-making and academic achievement."

The measures are as follows:

**Mentorship Goal:** A student in grades 9, 10 or 11 who has taken a mentorship the previous year will increase his/her Annual GPA from the previous year. "Annual GPA" will be defined as the GPA for all of the courses that student took for that school year, and not a cumulative GPA for the student's career at Monte del Sol.

Comments by LEA

## MONITORING INSTRUMENT ITEM REPORT

### Monte Del Sol Charter

### PEC AUTHORIZED ANNUAL MONITORING

Compliance Indicators	This is the location for all school reports that will be uploaded by the school to support progress toward Optional Supplemental Indicators (if applicable).
Requested Documents	Mid-Year Data to demonstrate progress toward Indicators School's analysis, along with supporting verifiable EOY data, to demonstrate progress toward Indicators
Other Documents	
Legal References	

## II. FINANCIAL PERFORMANCE FRAMEWORK

### II-A.00: Operating Budgets

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	08.21.18 PED Rating: The PED team has rated this Indicator as Meets Standard because the school provided the financial self-assessment survey, signed by the school principal, school business manager, and the chairperson of the Finance Committee. It was submitted timely, prior to 8/1/18.

12.11.17 Site Visit. As required in the Performance Framework document (see NM Stat § 22-8B-9.1) "on a date specified in early August, following the final reporting on the previous FY, the school principal, school business manager and the chairman of the finance committee will complete and sign the questionnaire made up of the questions set forth below" (see Performance Framework document, page 6-12, questions #1-8). Requested Follow-Up: School provides signed copy of the questionnaire (i.e., questions #1-8 beginning on page 6 of the Performance Framework document). School should upload one (1) questionnaire (into this section II-A.00). Instead of uploading the same questionnaire in subsequent sections.

Comments by LEA	
Compliance Indicators	Was the information required for the budget provided on time for the current year and the previous year, if requested by the PEC or its delegate? If not, why not? If not, how long was it before it was turned in? If required, has the school implemented a Corrective Action Plan (and/or a PEC-approved Financial CAP)?
Requested Documents	Evidence requested as follow-up, if any, in the "Comments by SEA" section above Self-assessment Survey from Performance Framework (pages 6-12) completed and signed by Head Administrator, Business Manager and Finance Chair
Other Documents	
Legal References	

## II. FINANCIAL PERFORMANCE FRAMEWORK

### II-A.01: Audits

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	08.21.18 PED Note: Audit findings, CAPs, and evidence of implementation are addressed in sections IV-A.00 and IV-A.01.

## MONITORING INSTRUMENT ITEM REPORT

### Monte Del Sol Charter

### PEC AUTHORIZED ANNUAL MONITORING

03.22.2018 PED NOTE: The PED reviewed the FY17 Financial Audit. The FY17 Financial Audit findings are as follows:

20160001 Expenditures Exceed Budget (Compliance) Repeated and Modified Condition: The Charter School has expenditure functions where actual expenditures exceeded budgetary authority: Fund Excess of Expenditures over Appropriations Student Transportation (13000) Instruction \$ (14,691) Title I/ASA (24101) Instruction \$ (3,560) Literacy for Children at Risk (27107) Instruction \$ (375) Capital Improvement HB0333 (31600) General Administration \$ (304) The school has not made progress on this finding, the school continues to exceed budget authority by function Requested Follow-up:

1 - By April 16, 2018, the school must provide its Corrective Action Plan addressing all non-compliance findings, significant deficiencies, and/or material weaknesses to the PED's Audit Bureau using the PED template provided to the school. In addition, please also submit the Audit CAP to charter.schools@state.nm.us. Please refer to the memo signed by Acting Deputy Secretary, Finance and Operations, Marian Rael sent via by Action ASD Director/CFO and Audit and Accounting Bureau Chief, Amelia Saliz, on March 16, 2018 at 2:42pm. During the school's next site visit, the CSD may review implementation of the school's Audit CAP.

2 - By June 30, 2018, in addition to submitting the Audit CAP to the Audit Bureau and to charter.schools@state.nm.us, the school must also upload into Web-EPSS evidence of actions it has taken to remedy finding(s) as identified in the FY17 audit report (such as, but not limited to, for example: audit committee meeting minutes initially reviewing/discussing findings, minutes from subsequent meetings showing that the committee is monitoring the school's efforts to remedy identified findings, etc.).

12.11.17 PED Note: See section II-A.00.

#### Comments by LEA

#### Compliance Indicators

To the best of the knowledge of the financial staff of the school, was the information required for the audits provided on time for the most recent audit? If not, why not? If not, how long before it was turned in? What was the date of the letter from the school certifying its readiness to proceed with an audit review?

#### Requested Documents

#### Other Documents

Evidence of response to any Audit Findings, if applicable. If so requested in "Comments by SEA" above, school to upload CAP immediately and evidence of implementation by EOY.

#### Legal References

## II. FINANCIAL PERFORMANCE FRAMEWORK

### II-A.02: Periodic Reports

SEA Status: Meets Standard

LEA Status: In Progress

Comments by SEA: 12.11.17 PED Note: See section II-A.00.

#### Comments by LEA

#### Compliance Indicators

Is this school on quarterly or monthly reporting? Were the reports for the current year turned in on time? For the current year, did the actual expenditures plus encumbrances ever exceed the budget authority within function? Was it corrected? For each of the last four reports, was the existing cash balance plus anticipated SEG funding sufficient to cover the next month's expenditures at that time? If not, why?

#### Requested Documents

Evidence to support substantial compliance with timely submittal of required reports, if so requested in "Comments by SEA" above.

#### Other Documents

#### Legal References

MONITORING INSTRUMENT ITEM REPORT  
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II. FINANCIAL PERFORMANCE FRAMEWORK

**II-A.03: Expenditures**

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	12.11.17 PED Note, See section II-A.00.
Comments by LEA	
Compliance Indicators	Were there any invoices pending for more than 90 days in the current year? Were payroll liabilities paid timely in the current year?
Requested Documents	Evidence to support substantial compliance with timely paying expenditures, if so requested in "Comments by SEA" above.
Other Documents	
Legal References	

II. FINANCIAL PERFORMANCE FRAMEWORK

**II-A.04: Reimbursements**

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	12.11.17 PED Note, See section II-A.00.
Comments by LEA	
Compliance Indicators	Were all requests for reimbursements submitted to meet PED-mandated deadlines in the current year?
Requested Documents	Evidence to support substantial compliance in seeking reimbursements, if so requested in "Comments by SEA" above.
Other Documents	
Legal References	

II. FINANCIAL PERFORMANCE FRAMEWORK

**II-A.05: Audit Reviews**

SEA Status	Meets Standard
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**MONITORING INSTRUMENT ITEM REPORT**  
**Monte Del Sol Charter**  
**PEC AUTHORIZED ANNUAL MONITORING**

LEA Status **In Progress**

Comments by SEA

08.21.18 PED Note: Audit findings, CAPs, and evidence of implementation are addressed in sections IV-A.00 and IV-A.01.

03.22.2018 PED NOTE: See Note dated 03.22.2018 in Section II-A.01

03.22.2018 PED NOTE. The PED reviewed the FY17 Financial Audit. The FY17 Financial Audit findings are as follows:

2016□002 Controls Over Cash Disbursements – (Significant Deficiency) Modified and Repeated Condition: In 2 out of 25 disbursements tested, the purchase order was dated after the invoice date, indicating that the purchase was not properly approved before it was made. In 1 out of 10 special charges disbursements tested, the charter was unable to provide supporting documentation, a total of \$22,100. Additionally, ERB contributions were understated in the general ledger for ERB expense for the current fiscal year for a total amount of \$7,569, management was unable provide proper reconciliation for the differences noted. The school has made no progress on lack of controls over disbursements, believes the issues are due to the change in Business Manager.

2016□004 Timely Deposits – (Compliance) Modified and Repeated

Condition: During our cash receipt testing, out of 25 transactions tested, we noted 1 instance totaling \$295, in which the funds were not deposited at a financial institution within 24 hours of receipt. The school has made no progress deposits, believes the issues are due to the change in Business Manager.

Requested Follow-up:

1 - By April 16, 2018, the school must provide its Corrective Action Plan addressing all non-compliance findings, significant deficiencies, and/or material weaknesses to the PED's Audit Bureau using the PED template provided to the school. In addition, please also submit the Audit CAP to charter.schools@state.nm.us. Please refer to the memo signed by Acting Deputy Secretary, Finance and Operations, Marian Rael sent via by Action ASD Director/CFO and Audit and Accounting Bureau Chief, Amelia Saliz, on March 16, 2018 at 2:42pm. During the school's next site visit, the CSD may review implementation of the school's Audit CAP.

2 - By June 30, 2018, in addition to submitting the Audit CAP to the Audit Bureau and to charter.schools@state.nm.us, the school must also upload into Web-EPSS evidence of actions it has taken to remedy finding(s) as identified in the FY17 audit report (such as, but not limited to, for example: audit committee meeting minutes initially reviewing/discussing findings, minutes from subsequent meetings showing that the committee is monitoring the school's efforts to remedy identified findings, etc.).

12.11.17 PED Note. See section II-A.00.

Comments by LEA

Compliance Indicators

What were the findings, if any, from the last released audit? Were any of the findings a repeat finding from last year? Were there any other findings? (Internal control findings are listed in Section IV-A.00. Material weaknesses and/or significant deficiencies are listed in Section IV-A.01.)

Requested Documents

Evidence of responding to audit findings, if any, in a manner sufficient to remedy the audit finding, if so requested in "Comments by SEA" above.

Other Documents

Legal References

**II. FINANCIAL PERFORMANCE FRAMEWORK**

**II-A.06: Meals**

SEA Status **Meets Standard**

LEA Status **In Progress**

Comments by SEA **12.11.17 PED Note. See section II-A.00.**

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Comments by LEA

Compliance Indicators If the school serves meals to students, were there any audit findings noted regarding food contracts?

Requested Documents Evidence of managing food service contracts appropriately, if so requested in "Comments by SEA" above.

Other Documents

Legal References

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**III-A.00: Educational Plan**

SEA Status Meets Standard

LEA Status In Progress

Comments by SEA 12.11.17 Site Visit: The PED team observed in math, science, English, Spanish, and English Language Development (ELD) courses. Material terms (e.g., 'Global Literacy,' student 'mentorship in the community,' and 'engage students in the arts through events, activities, and curricula') during instruction were not observe since it appeared teachers were preparing students for final exams. The PED has not been presented evidence that the school is not complying with requirements of Item III-A.00: Educational Plan pertaining to material terms.  
 Requested Follow-Up: None.

Comments by LEA

Compliance Indicators Is the school implementing its mission and material terms (teacher-, student- and parent- focused) as defined in the Charter Contract?

Requested Documents See "Comments by SEA" above for indicator III-A.00.

Other Documents

Legal References

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**III-A.01: Education Plan**

SEA Status Meets Standard

LEA Status In Progress

Comments by SEA 2.9.18 PED Rating: The PED has rated this indicator "Meets Standard" because the school provided assurance that moving forward (i.e., during 2018-2018 onward) most recent state-mandated assessments (e.g., ACCESS, SBA-Spanish, PARCC) will be included in student cumulative files.  
 12.11.17 Site Visit:  
 State-Mandated Assessments in Cumulative Files: The PED team randomly selected twenty-one (21) student files for review. Of those, sbx did not include test results for the required state assessments as required by the PED Assessment and Accountability Bureau (see 'Assessment News' dated November 28, 2017). Specifically, [redacted] (grade 7), [redacted] (grade 7), and [redacted] (grade 8) did not have PARCC results. [redacted] (grade 9), [redacted] (grade 11) and [redacted] (grade 11) did not have SBA scores.  
 Instructional Hours: The PED instructional hour review as attached indicates that the school is meeting the

## MONITORING INSTRUMENT ITEM REPORT

### Monte Del Sol Charter

### PEC AUTHORIZED ANNUAL MONITORING

Instructional hour and reporting requirements as required under the charter contract and performance framework. Requested Follow Up: State-mandated assessments. School provides assurance stating that all student cumulative files will include the most recent (2017) state-mandated assessment reports required of the student (e.g., PARCC, Spanish-SBA, Science-SBA, and/or ACCESS). EoCs do not need to be included in student files.

#### Comments by LEA

#### Compliance Indicators

Is the school complying with applicable education requirements, including, but not limited to, content standards, including Common Core, instructional days/hours requirements, graduation/promotion/retention requirements, Next Step Plans, Parent Surveys, and State Assessments? Is the school implementing NM Dash Plan? Is the school following the requirements of any programs funded by the state or federal government?

#### Requested Documents

See "Comments by SEA" above for indicator III-A.01.

#### Other Documents

#### Legal References

### III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

#### III-A.02: Education Plan

#### SEA Status

Working to Meet Standard

#### LEA Status

In Progress

#### Comments by SEA

8.21.18 PED Rating: The PED team has revised this indicator because the school uploaded copies of the Next Step plans and asked for further clarification. Please note that Next Step plans should include post-secondary plans and signatures of student, parent, and teacher/advisor. Most of the uploaded plans were missing one or more of those items.

2.9.18 PED Rating: The PED has rated this indicator "Falls Far Below Standard" because the school did not provide the evidence requested (i.e., actual completed Next Step Plans for the 7 students identified).

12.11.17 Site Visit.

McKinney-Vento. The PED team observed documentation of required McKinney-Vento policy/notice of rights and dispute resolution process. The team observed documentation of public notice of rights with homeless liaison contact as required in regulation (NMAC 6.10.3[D][2][c]).

Student Assistance Team. The PED team observed implementation of Student Assistance Team (SAT) processes. Teacher documentation of interventions included anecdotal notes and limited description of intervention effectiveness.

Next Step Plans. The PED team reviewed Next Step Plans and observed some that were unsigned, undated, or incomplete. Specifically, some were missing information pertaining to "post high school goals" (see NM Stat § 22-13-1.1 [D][6]) which were not documented in previous years (current year just begun at the time of the site visit) (REDACTED).

Requested Follow-Up. School provides evidence for the following students above that post-high school goals have been discussed and documented in Next Step Plans (e.g., copy of section of Next Step Plans for each student

#### Comments by LEA

#### Compliance Indicators

Is the school protecting the rights of all students, including, but not limited to, compliance with applicable laws and regulations relating to the McKinney Vento Act, RH/SAT processes, admissions, lottery, waiting lists, fair and open recruitment/enrollment, discipline policies, adherence to due process protections, privacy, civil rights and student liberties?

#### Requested Documents

See "Comments by SEA" above for indicator III-A.02.

#### Other Documents

#### Legal References

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**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**III-A.03: Educational Plan**

SEA Status Working to Meet Standard

LEA Status In Progress

Comments by SEA 2.9.18 PED Rating: The PED has rated this indicator "Working to Meet Standard" because the school provided evidence (i.e., description of continuum of services and running contact log by special education teachers) that appear to move it towards compliance.

12.11.17 Site Visit: The PED team observed the head special education teacher's e-mail log pertaining to students with disabilities whom she serves. However, the team did not observe documentation for direct special education (case manager) service as per Federal Programs Division (NMPED) memorandum dated September 13, 2016 which cited NMSA § 22-8-13 requiring LEAs to keep accurate records of direct and related services for the purpose of justifying their membership reporting. Specifically, section A of statute states, "each school shall keep accurate records concerning membership." In short, no service or contact logs were readily available for review (whether one created by the school or the one suggested by the Special Education Bureau of the PED) during the daylong site visit.

During staff and administrator interviews, the school stated that "every student is different" and "placement depends on the situation" when asked by the team to elaborate on its "continuum of placements" for students with disabilities. Although individualized programming is a requirement of state and federal education laws pertaining to students with disabilities, the school was unable to articulate or describe its "continuum of alternative placements" a provision required under federal regulation 34 CFR §300.115(a) (Authority: 20 U.S.C. 1412(a)(5)).

Lastly, the team observed that a number of IEPs (e.g., Isaiah Martinez's and Jasmine Marie Johnson's) indicated a change of service level (from B to A) without explanation/justification on the Prior Written Notice (PWN) for each document. School staff (special education coordinator) explained that a "problem with the EZ IEP" software erroneously creates a 2nd service level box (below the original one) on the IEP form which confused the team members who were conducting the review. The team pointed out that such error would confuse others as well (e.g., if either Monte Del Sol student transferred to another school/district) and would need to be corrected.

Requested Follow-Up: School provides evidence it has: (a) complied with Federal Program's requirement to document special education case manager contact time with eligible students, (b) complied with federal requirements to provide continuum of alternate placements to meet the needs of eligible students (e.g., description of placement locations, but note that there is no requirement that each of the placements be utilized since the IEP team is ultimately responsible for making such decisions), and (c) corrected the erroneous 2nd "service level" box in a number of IEP or has notified IEP team members of the error (e.g., manually crossing-out the box to indicate it is not part of student program).

Comments by LEA

Compliance Indicators Is the school protecting the rights of students with special needs, including but not limited to, compliance with IDEA, ADA, Section 504 of the Rehabilitation Act of 1973, as well as laws relevant to gifted children?

Requested Documents See "Comments by SEA" above for indicator III-A.03

Other Documents

Legal References

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**III-A.04: Educational Plan**

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SEA Status Falls Far Below Standard  
 LEA Status In Progress  
 Comments by SEA

4.11.18 PED Note: As a school that receives both BMEP and Title III funding, the Language and Culture Bureau emailed an invitation to the school to attend a training session titled "Identifying, Serving, and Exiting English Learners - for Principals and School Leaders" during the month of May 2018 in either Artesia, Las Cruces, Gallup, or Albuquerque. The email was sent to the Head Administrator on 3.21.18.

2.9.18 PED Rating: The PED has rated this indicator "Falls Far Below Standard" because the school provided only one of a number of evidence requested (i.e., monitoring form for Re-classified Fluent English Proficient [RFEF] was provided, but identification processes were not addressed). Note that another strategy the school may wish to employ in addition to procedures the Language and Culture Bureau's LUS Guidance Handbook specifies is to review STARS bilingual reports "ELP Error Report for Snapshot" Past proficiency rates of currently non-identified English Learners (ELs) at the school who may have received Language Acquisition services in the past reducing chances of under-identification especially when students are received from other schools with incomplete records. The PED team ran the STARS bilingual reports "ELP Error Report for Snapshot" showed potential English Learners (ELs) whom the school did not identify as such. [REDACTED] and [REDACTED].

12.11.17 Site Visit: The PED team reviewed seven (7) student cumulative files of students identified as English Learners (ELs). Three (3) files did not include a Home Language Survey (HLS) or Language Use Survey (LUS). Six of seven files did not include screener scores (e.g., W-APT or WIDA screener). Student files that were missing HLS, LUS, and/or screeners did not contain the school's attempts to obtain such information from student's previous schools (if applicable) (see FAQ #21 on page 32 of the LUS Guidance Handbook Revised). All seven (7) files of ELs (including those that did not contain a HLS or LUS) did include ACCESS scores. The Guidance Handbook may be obtained from the Bilingual Multicultural Education Bureau (BMEB) website. Locations of such document can be found at: [http://ped.state.nm.us/ped/BilingualDocs/ServingELs/NMLUS\\_Guidance\\_Handbook\\_Revised\\_08.2017.pdf](http://ped.state.nm.us/ped/BilingualDocs/ServingELs/NMLUS_Guidance_Handbook_Revised_08.2017.pdf)

Requested Follow-Up: School provides evidence of action steps taken to correct its student files showing that it has properly followed state procedures for the identification of English learners and tracking of exited students (RFEF) per 6.29.5.11-12 NMAC. Examples of evidence might include, but are not limited to: (a) forms showing the number of attempts along with dates that the school made to obtain the HLS from a student's previous school (name redacted and replaced with another identifier) and (b) monitoring log of RFEF students again with names redacted. Note that the school should consult the guidance manual from the Bilingual Multicultural Education Bureau (see above) as well as contact the BME staff for further assistance if it deems necessary.

Comments by LEA

Compliance Indicators Is the school protecting the rights of English Language Learners, including, but not limited to, compliance with applicable laws, rules, and regulations of Title I, Title III, and ESSA? Is the school properly identifying, serving, and monitoring English Learners?

Requested Documents See "Comments by SEA" above for indicator III-A.04.

Other Documents

Legal References

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**  
**III-A.05: Educational Plan**

SEA Status Falls Far Below Standard  
 LEA Status In Progress

Comments by SEA 2.9.18 PED Rating: The PED has rated this indicator "Falls Far Below Standard" because the school did not provide evidence requested (i.e., updated/revised 5- and 10- day unexcused absence letters that are compliant with 6.10.8.7-8 NMAC. Note that if this compliance concern is not addressed during the 2018-2019 annual site

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visit it will be a repeat finding.

12.11.17 Site: The PED team observed letters for 2 students (██████) and (██████) that notified parents of "eight [8] excused and/or unexcused absences for the current Semester" and another notified parents of a student having "ten [10] days of absences, resulting in loss of credit." The team did not observe a 5-day truancy letter for either student and the sample letters contained in the site visit binder provided to the team (i.e., for 5- and 10-day) did not distinguish between excused and unexcused absences. For example, the sample 5-day letter states, "your child has five excused/unexcused absences" and the sample 10-day letter states, "the above named child is reported to have 10 days of absences." School was advised that it is within its prerogative to intervene with chronically absent students, but that "unexcused" absences are the only ones used to determine if a student is "in need of intervention" (5-day unexcused absences) or is "habitual truant" (10-day unexcused absences) for the purpose of reporting to an outside agency (e.g., CYFD or Children's Court) as per state regulation (see 6.10.8.7-8 NMAC).

Requested Follow-Up: School provides evidence that it is complying with state regulation (e.g., providing a 5-day letter requesting a meeting to discuss interventions with parents of students who have accumulated 5 unexcused absences and a 10-day letter requesting a meeting with parents and informing them that further unexcused absences will result in the school reporting the child to appropriate authorities (e.g., probation services office of the judicial district 6.10.8[B][6][a] or Children, Youth, and Families Department) as a habitually truant student.

Comments by LEA

Compliance Indicators Is the school complying with applicable laws, rules, and regulations relating to compulsory attendance?

Requested Documents See "Comments by SEA" above for Indicator III-A.05.

Other Documents

Legal References

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**  
**III-A.06: Educational Plan**

SEA Status Working to Meet Standard

LEA Status In Progress

Comments by SEA 08.21.18 PED Rating: The PED Team rated this indicator Working to Meet Standard because, according to STARS, the school's recurrent enrollment for the present school year (2017-2018) was 75.44%, which does not meet the goal of 85% set by the PEC in the Organizational Performance Framework. The referenced report can be found in STARS at District and Location Reports --> Options for Parents --> Charter School Enrollment Report.

As an additional FYI, it is noted that the percentage of students who withdrew during the previous school year was 13.87%.

12.11.17 Site Visit: This will be determined by the PED once the End-of-Year (EOY) STARS data has been submitted.

Requested Follow-Up: None.

Comments by LEA

Compliance Indicators Did the school meet their recurrent enrollment goal for the current school year? The percentage of students that withdrew during the previous school year will also be noted here.

Requested Documents Data is pulled from the STARS Report: District and Location Reports -- Options for Parents -- Charter School Enrollment Report

Other Documents

Legal References

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III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

IV-A.00: Business Management and Oversight

SEA Status Falls Far Below Standard

LEA Status In Progress

Comments by SEA 07.03.18 FY2017 Audit and CAP The PED's Charter School Division has evaluated Monte Dei Sol Charter School's response to requests for documentation regarding the 2017 Audit Report with deadlines of April 16, 2018 (CAP) and June 30, 2018 (Implementation plan).

Audit findings subject to this request include:

2016-001 Expenditures Exceed Budget (Non-compliance) (Repeated and Modified)  
2016-002 Controls Over Cash Disbursements (Significant Deficiency) (Repeated and Modified)  
2016-004 Timely Deposits (Non-compliance) (Repeated and Modified)

It has been determined that: (1) the school has completed and submitted the requested Corrective Action Plan (CAP), and (2) the school has submitted the requested documentation adequately verifying that the corrective action(s) for audit findings have been implemented and are being monitored for compliance. However, because of the repeat findings from the previous year (see below), the school has been rated as "Falls Far Below Standard" for this indicator in the Authorized Annual Monitoring document.

\*\*It is strongly suggested that the school pay particular attention to the three repeat findings from 2016, especially finding 2016-002, which is a significant deficiency. Care should be taken to ensure that remedial measures are in place to ensure that these three findings are not repeated in the upcoming year's audit.\*\*

The school should be aware that the CAP and its collaborating documentation will be addressed as a part of the Annual Monitoring Visit.

Questions, comments, and concerns regarding your school's audit response and/or its rating on this indicator should be directed to Dirk Mathis, Charter School Data and Financial Analysis Administrator, at 505-827-6565 or via e-mail to: [dirk.mathis@state.nm.us](mailto:dirk.mathis@state.nm.us), djm

1.10.18 PED Note. Since 2014, each New Mexico charter school has been required to have a certified chief procurement officer (CPO) (see statute and regulation below). The CPO is the only entity at the charter school able to issue purchase orders, authorize small purchases, and approve procurement pursuant to the Procurement Code and each charter school must also report the identity of the school's CPO to the State Purchasing Division, and report changes to the CPO. The PED has reviewed the list of reported CPOs and has determined that the school does not have a state-certified CPO reported on file with the State Purchasing Division.

Resources:

Per 1.4.1.94(D)(2) NMAC and 13-1-95.2 NMSA 1978: "On and after July 1, 2015, only certified chief procurement officers may... issue purchase orders and authorize small purchases pursuant to the Procurement Code..."

Per 1.4.1.94(D)(2) NMAC and 13-1-95.2 NMSA 1978: "On or before January 1 of each year beginning in 2014, and every time a chief procurement officer is hired, each state agency and local public body shall provide to the state purchasing agent the name of the state agency's or local public body's chief procurement officer.. The information required from the state agency or local public body shall be submitted to the state purchasing agent through a database established by the state purchasing agent and made available on the state purchasing division's website. All required information must be submitted using this method."

State Purchasing Division List: <http://spd.gsd.state.nm.us/SPDSoleSource/SB443DetailPublicView.aspx> To Report Changes for the CPO List: <http://spd.gsd.state.nm.us/SPDSoleSource/SB443Enter.aspx>

To Remove CPO from List: <http://spd.gsd.state.nm.us/SPDSoleSource/SB443Unregister.aspx>

Requested Follow-Up: School provides evidence it has remedied the compliance concern by ensuring the State Purchasing Division (SPD) has posted the school's CPO contact information on the SPD website. Evidence to be uploaded into web-EPSS should be screenshot of the SPD website showing name and contact information for the school's CPO.

12.11.17 Site Visit:

## MONITORING INSTRUMENT ITEM REPORT

### Monte Del Sol Charter

### PEC AUTHORIZED ANNUAL MONITORING

Employment Contract. The PED team reviewed 11 employee files and did not observe evidence of a current 2017-2018 employment contract for one (1) employee (Kimberly Moyers) who serves as an educational assistant.

FY Audit Report: Once the FY17 audit report for the school has been released by the NM Office of the State Auditor the school provides evidence it has taken action identified in its management response to remedy finding(s) (if any).

1.10.17 Other Notes: Once the FY17 audit report for the school has been released by the NM Office of the State Auditor the school provides evidence it has taken action identified in its management response to remedy finding(s) (if any).

Requested Follow-Up: School uploads into web-EPSS evidence of actions it has taken to remedy finding(s) (if any) identified in the FY17 audit report (e.g., audit committee meeting minutes initially reviewing/discussing finding(s) and minutes from subsequent meetings showing that the committee is monitoring the school's efforts to remedy identified finding(s)).

#### Comments by LEA

#### Compliance Indicators

Is the school meeting financial reporting and compliance requirements, including, but not limited to, internal control findings from audit (if any), designated CPO, procurement code, and financial reporting to any/all PED Bureaus? This area also includes official transcripts and employment verifications for staff as those items determine T&E.

#### Requested Documents

See "Comments by SEA" above for Indicator IV-A.00.

#### Other Documents

#### Legal References

### III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

#### IV-A.01: Business Management and Oversight

#### SEA Status

Falls Far Below Standard

#### LEA Status

In Progress

#### Comments by SEA

7.16.17

Audit and CAP The PED's Charter School Division has evaluated Monte Del Sol Charter School's response to its 2017 Audit Report. The school has submitted both its Corrective Action Plan and its implementation and monitoring documentation, however since the school received a repeat significant deficiency in the prior year's audit, the Team has rated the school as "Falls Far Short of Standard";

Questions, comments, and concerns regarding your school's audit response and/or its rating on this indicator should be directed to Dirk Mathis, Charter School Data and Financial Analysis Administrator, at 505-627-6565 or via e-mail to: [dirk.mathis@state.nm.us](mailto:dirk.mathis@state.nm.us).

03.22.2018 PED NOTE: See Note dated 03.22.2018 in Section II-A.05.

03.22.2018 PED NOTE: The PED reviewed the FY17 Financial Audit. The FY17 Financial Audit findings are as follows:

2017□001 Cash Disbursements – (Material Weakness)

Condition: During our testwork over disbursement, we noted that in 1 out of 19 samples tested, the Foundation was unable to provide supporting documentation for the expenditure. Additionally, we noted a journal entry to record the refinancing of debt during the current fiscal year was incorrectly booked to equity. The entry led to a material misstatement of the Foundation's equity balance.

Requested Follow-up:

1 - By April 16, 2018, the school must provide its Corrective Action Plan addressing all non-compliance findings, significant deficiencies, and/or material weaknesses to the PED's Audit Bureau using the PED template provided to the school. In addition, please also submit the Audit CAP to [charter.schools@state.nm.us](mailto:charter.schools@state.nm.us). Please refer to the

## MONITORING INSTRUMENT ITEM REPORT

### Monte Del Sol Charter

### PEC AUTHORIZED ANNUAL MONITORING

memo signed by Acting Deputy Secretary, Finance and Operations, Marian Rael sent via by Action ASD Director/CFO and Audit and Accounting Bureau Chief, Amelia Salz, on March 16, 2018 at 2:42pm. During the school's next site visit, the CSD may review implementation of the school's Audit CAP.

2 - By June 30, 2018, In addition to submitting the Audit CAP to the Audit Bureau and to charter.schools@state.nm.us, the school must also upload into Web-EPSS evidence of actions it has taken to remedy finding(s) as identified in the FY17 audit report (such as, but not limited to, for example: audit committee meeting minutes initially reviewing/discussing findings, minutes from subsequent meetings showing that the committee is monitoring the school's efforts to remedy identified findings, etc.).

12.11.17 Site Visit: Once the FY17 audit report for the school has been released by the NM Office of the State Auditor the PED will input finding(s) (if any) in this section and provide the appropriate rating for the indicator. Requested Follow-Up: None.

#### Comments by LEA

Compliance Indicators Is the school following generally accepted accounting principles? Were there any material weaknesses or significant deficiencies identified in the audit?

Requested Documents See "Comments by SEA" above for indicator IV-A.01.

#### Other Documents

#### Legal References

### III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

#### V-A.00: Governance and Reporting

SEA Status Meets Standard

LEA Status In Progress

Comments by SEA 10.9.18 PED Re-Rating: The PED has re-rated this indicator Meets Standard after reviewing the school's response that was submitted past the established deadline.  
8.21.18 PED Rating: The PED team has rated this indicator as Falls Far Below Standard because the school did not provide evidence of review and discussion of the feedback provided on the PEC-approved Governing Board Observation form. An email was sent today to the Head Administrator and Governing Board President requesting the documentation. If uploaded by 8/24/18, this rating may be revised.  
The concerns identified include:

- The informality of roll call and voting may make it difficult for outside attendees to determine who is present and how each member voted on action items.

- The board membership was different than currently on file at the PED. Governing board changes were not reported. The board needs to designate a member to be sure all changes are reported timely.

- Occasionally, some questions of board protocol were raised. The board seemed uncertain how to conduct all aspects of the meeting.

- Draft minutes were not provided upon request. Although the school posts agendas and minutes on the website, minutes (draft or approved) were not posted timely.

12.11.17 Site Visit: A PED team member will complete the Public Education Commission (PEC) approved Governing Board Observation form for feedback to the school and its governing council in spring 2018. The form may be found at: <http://ped.state.nm.us/ped/CharterSchoolsDocumentLibrary.html>

4.11.18 Observation: A PED team member attended the meeting on April 11, 2018. Please see the attached document for further information. Items of concern include a failure to make available meeting minutes upon request and failure to report a change in governing body membership as required in Section 8.10(b) of the school's charter contract.

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**Requested Follow-Up:** The school provides response(s) that addresses any concerns identified, if any, in the observation form (e.g., upload GC meeting minutes discussing concerns, if any, identified during the visit/observation and steps the GC will take to remedy such concerns).

**Comments by LEA**

**Compliance Indicators** Is the school's Governing Body complying with governance requirements? Did the Governing Body members respond to any concerns that were noted during the CSD's observation of the Governing Body meeting? Also, in the event of any audit findings, did the Governing Body respond with evidence of addressing the concerns?

**Requested Documents** Response by Governing Body to audit findings, if any  
 Response by Governing Body to GB Observation Form/Report

**Other Documents** Governing Body Observation Form

**Legal References**

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**V-A.01: Governance and Reporting**

**SEA Status** Meets Standard

**LEA Status** In Progress

**Comments by SEA**

**2.9.18 PED Rating:** The PED has rated this indicator "Meets Standard" because the school provided the requested document (i.e., 2016-2017 head administrator evaluation) that appear to move it towards compliance.  
**12.11.17 Site Visit:** The PED did not observe a 2016-2017 head administrator evaluation while reviewing his file. Previous (prior to 2016-2017) governing board evaluations of the administrator by the governing council was not observed.  
**Requested Follow-Up:** School provides signed 2016-2017 head administrator evaluation.

**Comments by LEA**

**Compliance Indicators** Is the Governing Body holding management accountable, such as completing a detailed, annual evaluation for the Head Administrator?

**Requested Documents** See "Comments by SEA" above for indicator V-A.01.

**Other Documents**

**Legal References**

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**VI-A. 00: Employees**

**SEA Status** Meets Standard

**LEA Status** In Progress

**Comments by SEA**

**2.9.18 PED Rating:** The PED has rated this indicator "Meets Standard" because the school provided evidence (i.e., both unlicensed or unendorsed instructors at the time of the site visit on 12.11.17 did in fact receive current licenses/endorsement or passage on subject area test) that appear to move it towards compliance.

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12.11.17 Site Visit: The PED team observed two (2) teachers [REDACTED] fine arts and [REDACTED] P.E.) who did not hold the requisite licensure or endorsement for the courses they were teaching. The team did observe written notices provided to parents of affected students. However, the team did not observe (and administrator confirmed) that the "Substitute Exceeding 45-Day Limit Waiver Request" form found at: [http://ped.state.nm.us/admin/personnel/waiver\\_requests.html](http://ped.state.nm.us/admin/personnel/waiver_requests.html) was not completed nor approval obtained as per 6.29.1.9(8)(9)(b) NMAC.

Requested Follow-Up: School provides evidence of approved long-term substitute waiver (Secretary-Designate signature required) for both long-term substitute teachers (S. Kroopkin and M. Chavez).

#### Comments by LEA

#### Compliance Indicators

Is the school meeting teacher and other staff credentialing requirements, including licensure, waivers, and mentorship program?

#### Requested Documents

See "Comments by SEA" above for Indicator VI-A.00.

#### Other Documents

#### Legal References

## III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

### VI-A.01: Employees

#### SEA Status

Falls Far Below Standard

#### LEA Status

In Progress

#### Comments by SEA

2.9.18 PED Rating: The PED has rated this indicator "Falls Far Below Standard" because the school did not provide evidence (e.g., formal mentorship program description or handbook) as requested that would have moved it towards compliance. Note that the formal mentorship program (aligned with 6.60.10.8 NMAC) and availability of Professional Development Plans (see 6.69.4.10 NMAC) as well as Educator Effectiveness Reports will be reviewed during the 2018-2019 annual site visit which do not need to be in employee files, but do need to be available during on-site visits in order to maintain compliance.

12.11.17 Site Visit: The PED team reviewed 11 employee files and did not observe Professional Development Plans (PDPs) and Educator Effectiveness Reports in any of the teacher files (e.g., [REDACTED], [REDACTED], and [REDACTED]).

The team observed documentation of mentor-mentee teacher logs that included signatures indicating participation in various activities (e.g., "syllabus creation," "PowerSchool set-up," and "discussed behaviors in the classroom, SST and IEP considerations"). However, a formal mentorship program was not observed which the head administrator confirmed its leadership team is still "working to formalize."

Requested Follow-Up: School provides evidence of: (a) formal mentorship program (e.g., handbook) that is compliant with state regulation 6.60.10.8 NMAC and (b) assurance stating that the most current Professional Development Plans and Educator Effectiveness reports for each teacher will be included in teacher files.

#### Comments by LEA

#### Compliance Indicators

Is the school respecting employee rights, including, but not limited to, compliance with the school personnel act, Charter School Act, FMLA, ADA, the right to organize collectively, the right to Professional Development and Evaluations?

#### Requested Documents

See "Comments by SEA" above for indicator VI-A.02.

#### Other Documents

#### Legal References

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**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**VI-A.02: Employees**

SEA Status Falls Far Below Standard

LEA Status In Progress

**Comments by SEA**

2.9.18 PED Rating: The PED has rated this indicator "Falls Far Below Standard" because the school did not provide evidence (i.e., cleared background check for [REDACTED] and background check policy) as requested that would have moved it towards compliance.

12.11.17 Site Visit: The PED team reviewed 10 employee files and did not find evidence of background check clearance in one (1) file (Jdell Calzadillas Chavez).

Requested Follow-Up: School provides evidence of: (a) 3M Cogent background check clearance for employee and (b) governing council approved background check policy as required by NM Stat § 22-10A-5. Also see Licensure Bureau at: <http://www.ped.state.nm.us/licensure/> which states, "NM PED Licensure will no longer accept or process fingerprint cards for background clearance. All backgrounds for licensure must be processed by 3M Cogent."

**Comments by LEA**

Compliance Indicators Is the school completing required background checks of all individuals associated with the school?

Requested Documents See "Comments by SEA" above for Indicator VI-A.02.

Other Documents

Legal References

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**VII-A.00: School Environment**

SEA Status Working to Meet Standard

LEA Status In Progress

**Comments by SEA**

2.9.18 PED Rating: The PED has rated this indicator "Working to Meet Standard" because the school provided requested evidence (e.g., tentative schedule of emergency drills for the remainder of the 2017-2018 school year to ensure all required drills will be performed). Again, the PED team advises that the school retain records as per 1.21.2 NMAC (records retention regulation) so that the team during the 2018-2019 annual site visit is able to confirm such drills have been completed.

12.11.17 Site Visit:

Physical Education & Health Education. The PED team did not observe PE and health classes.

Emergency Drills. The PED team observed incomplete documentation of emergency drills it had purportedly conducted over the past three (3) years. For example, prior year records (i.e., 2016-2017) were not available. Consequently, evidence of emergency drills including shelter-in-place and evacuations could not be confirmed for last school year (i.e., specific emergency drills required by NM Stat § 22-13-14). The PED team advised that such records must be made available for on-site reviews in order to confirm the school's adherence to 1.21.2 NMAC (Retention and Disposition of Records).

Requested follow up: School presents evidence of how it will ensure compliance with emergency drill requirements (e.g., tentative schedule of drills for remainder of 2017-2018).

**MONITORING INSTRUMENT ITEM REPORT**  
**Monte Del Sol Charter**  
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**Comments by LEA**

**Compliance Indicators** Is the school complying with facilities requirements, including E-occupancy, facility condition rating, facility master plan, facility maintenance plan, fire inspections and emergency drills, facility variances, and student transportation programs?

**Requested Documents** See "Comments by SEA" above for indicator VII-A.00.

**Other Documents**

**Legal References**

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**  
**VII-A.01: School Environment**

**SEA Status** Falls Far Below Standard

**LEA Status** In Progress

**Comments by SEA**

2.9.18 PED Rating: The PED has rated this Indicator "Falls Far Below Standard" because the school did not provide requested evidence (i.e., Immunization status log as per NMSA § 24-5-4; NMSA with redacted student names and explanation of how it will implement its Safe Schools Plan since campus visitors/PED team entered school and were unescorted/unsupervised for at least 15-minutes in the morning from 7:45am-8:00am while students were also on-site).

**HEALTH RECORDS and ABUSE/NEGLECT**

**12.11.17 Site Visit:**

Health Records log. The PED team did not observe current student Immunization status records readily available for inspection as required by state statute and regulation (see NMSA § 24-5-4; NMSA; 6.12.2.8[F]) as well as Department of Health memorandum sent to school leaders entitled, "Immunization Requirements Guidance" dated February 20, 2015.

Child Abuse & Neglect. The PED team observe child abuse and neglect certificates in files that were reviewed. General School Safety. The PED team did not observe oversight of campus visitors for a duration of 15- minutes from approximately 7:45am-8:00am when the team arrived on campus and waited for school staff to arrive in the administration building. The administrator stated that the building was left unlocked for restroom access by students who dropped-off early and the lack of staff was the result of recent "budget cuts." The PED team were not provided badges or lanyards for identification as required by the school's Safe Schools Plan (SSP).

Requested Follow-Up: School provides evidence of: (a) log or list of Immunization status of all students (student names must be redacted) and (b) implementation of its Safe Schools Plan (SSP).

**Comments by LEA**

**Compliance Indicators** Is the school complying with health and safety requirements, including, but not limited to, Safe Schools Plan, immunization requirements and master log, staff training on reporting child abuse and neglect, health rules and services, food service requirements, PE and Health curriculum, etc.?

**Requested Documents** See "Comments by SEA" above for Indicator VII-A.01.

**Other Documents**

**Legal References**

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**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**  
**VII-A.02: School Environment**

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	12.11.17 Site Visit: The PED team observed student and employee files kept in lockable cabinets. Requested Follow-Up: None.
Comments by LEA	
Compliance Indicators	Is the school handling information appropriately, including, but not limited to, requirements related to STARS data system, FERPA, HIPPA, IPRA, timely transfer of student records, security of testing materials, and safe storage of documents?
Requested Documents	See "Comments by SEA" above for indicator VII-A.02.
Other Documents	
Legal References	

**ORGANIZATIONAL PERFORMANCE FRAMEWORK**  
**School Specific Terms**

SEA Status	Not Applicable Final
LEA Status	In Progress
Comments by SEA	
Comments by LEA	
Compliance Indicators	This is the location for data on school specific terms, if any, specified in the Charter Contract and/or Performance Framework.
Requested Documents	
Other Documents	
Legal References	

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**MONTE DEL SOL CHARTER SCHOOL**

**2018-001 Internal Control over Financial Reporting (Significant Deficiency)**

**Condition/Context:** During our review of financial close and reporting we noted the following issues:

- (Policy: chart of accounts, general ledger page # 1)
  - During our review of contracts, we noted the School recorded a total of \$141,703 to rental services (account #54610) related to the bus service contract. Based on the contract, only \$78,533 was related to rents; the remainder of the contract should have been recorded to other (#55915) services.
- (Policy: Year-end closing page # 2)
  - During our review of subsequent disbursements, we noted one item totaling \$27,454.72 was improperly excluded from the accounts payable listing provided by management.

**Criteria:** Per NMAC 6.20.2.11, every school district shall establish and maintain an internal control structure to provide management with reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of general purpose financial statements in accordance with GAAP.

**Cause:** Management oversight.

**Effect:** Potential misstatement of financial statements and inaccurate reporting.

**Auditor's Recommendation:** We recommend that management review all subsequent disbursements when preparing the accounts payable listing. We recommend management review account codes to the most recent chart of accounts provided by NM PED.

**Management's Response:** Current year transportation expense accounts are being used correctly. MDS has implemented a two level review process when entering POs and for reviewing accounts.

The Business office will retain a list of year-end of accounts payables which will be provided to auditors.

**Implementation:** November 14, 2018

**Person Responsible:** Business Manager

**2018-002 Payroll Contributions (Previously #2016-002) (Significant Deficiency)**

**Condition/Context:** During our review of payroll contributions, we noted the following issues:

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**MONTE DEL SOL CHARTER SCHOOL (CONTINUED)**

*(Policy: accounts payable page # 1)*

- Late fees of \$310 were paid due to inaccurate filings.

*(Policy: Payroll page 4(4); Year-end closing page 2)*

- Management was unable to reconcile accrued payroll of \$10,247 during our fieldwork.

*Management's Progress for Repeat Findings: Management failed to implement adequate controls to resolve the finding, and will work toward corrective action during FY2019.*

**Criteria:** Per NMAC 6.20.2.11, every school district shall establish and maintain an internal control structure to provide management with reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of general purpose financial statements in accordance with GAAP.

**Cause:** Management oversight.

**Effect:** Potential misstatement of financial statements and potential inaccurate reporting.

**Auditor's Recommendation:** We recommend that management routinely review the balance sheet and reconcile accrued payroll.

**Management's Response:** The Business Manager is doing a FY17 ERB/payroll reconciliation. A report has been requested from ERB on member contributions to reconcile remittances and submit them correctly by month and employee where necessary.

**Implementation:** December 31, 2018

**Person Responsible:** Business Manager

**2018-003 Controls over Cash Disbursements (Previously #2016-002) (Other Noncompliance)**

**Condition/Context:** During our review of disbursements, we noted 5 out of 37 instances in which the purchase order was signed after the date goods/services were received by the school.

*Management's Progress for Repeat Findings: Management failed to implement adequate controls to resolve the finding, and will work toward corrective action during FY2019.*

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**MONTE DEL SOL CHARTER SCHOOL (CONTINUED)**

**(Policy: Procurement Policy page # 7)**

**Criteria:** Per PSAB Supplement 13-Purchasing, the preparation and execution of a duly authorized purchase order must precede the placement of any order for goods, services or construction. Per NMAC 6.20.2.11, every school district shall establish and maintain an internal control structure to provide management with reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of general purpose financial statements in accordance with GAAP.

**Cause:** Management oversight.

**Effect:** Possible unauthorized purchases or purchases without adequate budget authority.

**Auditor's Recommendation:** We recommend that management establish appropriate controls and procedures to ensure all purchases have an approved purchase order/purchase requisition prior to the purchase.

**Management's Response:** Staff has been trained at the beginning in regards to POs processes. The POs must be submitted in a timely request prior to conducting any purchases. Staff will be reminded about this throughout the year during their required trainings. Head Learner will send an email out to staff reminding them of the proper procedures in regards to POs.

**Implementation:** December 31, 2018

**Person Responsible:** Business Manager, Office Manager, and Head Learner

**2018-004 Controls over Cash Receipts (Previously #2016-004) (Other Noncompliance)**

**(Policy: cash receipts page # 6)**

**Condition/Context:** During our review of cash receipts, we noted 7 out of 12 instances totaling \$71,337 in which a pre-numbered receipt was not used; thus we were unable to determine if the deposit was made within 24 hours of receipt.

*Management's Progress for Repeat Findings: Management failed to implement adequate controls to resolve the finding, and will work toward corrective action during FY2019.*

**Criteria:** Per NMAC 6.20.2.14 states that money received and receipted shall be deposited in the bank within twenty-four (24) hours or one banking day. Per NMAC 6.20.2.14, school districts shall establish

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and maintain a cash management program to safeguard cash and provide prompt and accurate reporting that adheres to cash management requirements of the applicable state and federal laws and regulations. The school district shall issue a factory pre-numbered receipt for all money received. Prenumbered receipts are to be controlled and secured. If a receipt is voided, all copies shall be marked "Void" and retained in the receipt book.

**Cause:** Procedures established by management to ensure proper documentation and timely deposit have not been established to ensure 100% compliance.

**Effect:** Noncompliance with NMAC 6.20.2.14.

**Auditor's Recommendation:** We recommend that pre-numbered receipts be utilized and receipt dates be formally documented.

**Management's Response:** Receipts will be in sequential order for accounting purpose. Pre-numbered receipts have been ordered and designated staff who receive funds and make deposits have been trained on the new procedures.

**Implementation:** November 30, 2018

**2018-005 Controls over Bank Reconciliation (Material Weakness)**

(Policy: bank reconciliation Page #7, year-end closing page 2)

**Condition/Context:** During our review of the June 2018 bank reconciliation, we noted the following items were listed as outstanding electronic payments as of June 30, 2018.

- IRS outstanding payment of \$14,707.05, cleared bank July 9, 2018.
- NM RCH outstanding payment of \$9,981.25 cleared bank on July 12, 2018.
- NM ERB outstanding payment of \$85,460.71 cleared bank on July 12, 2018.

We noted the electronic payments were not initiated as of June 30, 2018, thus were not valid outstanding items against cash.

**Criteria:** Per NMAC 6.20.2.14, school districts shall establish and maintain a cash management program to safeguard cash and provide prompt and accurate reporting that adheres to cash management requirements of the applicable state and federal laws and regulations. All bank accounts shall be reconciled on a monthly basis.

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**MONTE DEL SOL CHARTER SCHOOL (CONTINUED)**

**Cause:** Management oversight.

**Effect:** Noncompliance with applicable statutes. Misstatement of cash balances prior to auditor identification.

**Auditor's Recommendation:** We recommend that management record outstanding payments as outstanding items against cash only when the electronic payment is initiated.

**Management's Response:** Debits and credits for payroll and AP are system-generated entries and usually those entries are not reversed. MDS will make sure that all PR liabilities are processed before or by June 30 and any outstanding liability will be listed and provided to auditors.

**Implementation:** December 31, 2018

**Person Responsible:** Business Manager

**2018-006 Controls over Voluntary Deductions (Material Weakness)**

(Policy: payroll page #4 (4))

**Condition/Context:** During our review of accrued liabilities, we noted \$33,796 of voluntary contributions payable that consisted largely of 403(b) contributions. Management indicated they were unaware that 403(b) contributions were being withheld from employee paychecks and contributions were not remitted timely to the 403(b) administrator. Management did remit \$25,095 on September 11, 2018 related to the late contributions and has engaged the plan administrators to determine the amount of lost investment earnings due to the late contributions.

**Criteria:** The School has a fiduciary responsibility to properly withhold elected contributions from employees and remit them in a timely manner, in accordance with the plan administrator's requirements. Per 6.20.2.18 NMAC, the local board shall establish written payroll policies and procedures which comply with state and federal regulations on payroll, as well as maintaining strict internal controls, close supervision, and financial accounting in accordance with GAAP.

**Cause:** Management indicated they were unaware that employees had elected to participate in 403(b) plans and that payroll withholdings were occurring during fiscal year 2018.

**Effect:** Failure to uphold fiduciary responsibilities. Potential lost earnings by participants for which the School is liable to contribute any lost earnings. Noncompliance with NMAC 6.20.2.18.

**Auditor's Recommendation:** We recommend management routinely review accrued payroll and employee withholdings to ensure withholdings are being properly remitted and remitted in a timely fashion.

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We recommend management continue to work with the plan administrators to determine any lost earnings and for the School to make contributions to true-up participant accounts.

**Management's Response:** During implementation of the new accounting system in FY18, some of the vendor information didn't transfer correctly; therefore various employee deduction vendors were not correct in the new system. We worked throughout the year until this issue has been remediated. Contributions were sent after the fiscal year ended and a calculation on lost income is in process to make accounts whole. Deductions have been corrected for FY19 and contributions have been sent in a timely manner.

**Implementation:** October 31, 2018

**Person Responsible:** Business Manager

**2018-007 Controls over Annual Inventory (Other Noncompliance)**

(Policy: Asset Capitalization Policy, Page 9)

**Condition/Context:** The School did not perform an annual inventory as of June 30, 2018.

**Criteria:** NMSA 12-6-10 requires an annual inventory of all physical inventory of property and equipment costing more than \$5,000 to be performed.

**Cause:** Management oversight.

**Effect:** Noncompliance with NMSA 12-6-10.

**Auditor's Recommendation:** We recommend management perform an annual inventory as required by NMSA 12-6-10.

**Management's Response:** MDS is working on drafting fixed assets and inventory procedures for staff in charge to follow. MDS will work on implementing the fixed assets module in the accounting system to be accurate and more efficient on accounting for inventory and assets management.

**Implementation:** March 31, 2019

**Person Responsible:** Business Manager, Office Manager, IT, and Head Learner

**STATE OF NEW MEXICO  
PUBLIC EDUCATION DEPARTMENT  
MONTE DEL SOL CHARTER SCHOOL  
STATEMENT OF NET POSITION  
JUNE 30, 2018**

	Governmental Activities
<b>ASSETS</b>	
Cash and Cash Equivalents	\$ 1,577,170
Restricted Cash and Cash Equivalents	63,257
Due from Primary Government	140,893
Other Receivables	20,788
Prepaid Expenses and Other Assets	790
Capital Assets Not Being Depreciated:	
Land and Land Improvements	425,000
Capital Assets, Net of Accumulated Depreciation:	
Building and Building Improvements	2,530,375
Leasehold Improvements	6,582
Furniture, Fixtures, and Equipment	46,718
<b>TOTAL ASSETS</b>	<b>4,811,373</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Deferred Outflows of Resources Related to Pension Amounts	2,089,057
Deferred Outflows of Resources OPEB Amounts	34,884
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>2,123,941</b>
<b>LIABILITIES</b>	
Accrued Liabilities	432,315
Accounts Payable	45,651
Intergovernmental Payable	10,000
Unearned Revenue	15,702
Noncurrent Liabilities:	
Compensated Absences	22,373
Long Term Debt - Due Within One Year	95,312
Long Term Debt - Due in More Than One Year	2,098,802
Net Pension Liability	6,232,433
Net OPEB Liability	1,684,423
<b>TOTAL LIABILITIES</b>	<b>10,637,011</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Deferred Inflows of Resources Related to Pension Amounts	852,557
Deferred Inflows of Resources OPEB Amounts	383,371
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>1,235,928</b>
<b>NET POSITION</b>	
Net Investment in Capital Assets	814,561
Restricted for:	
Instructional Materials	21,490
Capital Projects	549,175
Other Purposes	174,162
Unrestricted	(6,497,013)
<b>TOTAL NET POSITION</b>	<b>\$ (4,937,625)</b>

# Rubber Hits the Road

## Artifacts

Monte del Sol Overall Letter Grade

Student Growth

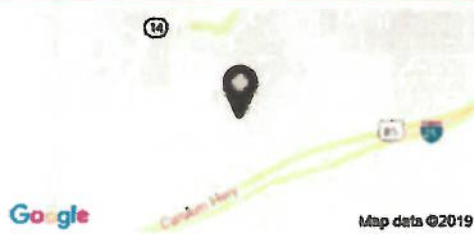
Academic Performance Framework-Charter School Contract

Principals Pursuing Excellence Cohort 5

Santa Fe Center for Transformational School Leadership planning document

# MONTE DEL SOL CHARTER

OVERALL LETTER GRADE



4157 Walking Rain Rd Santa Fe, NM 87507

[View on Google Maps](#)

505-982-5982

[www.montedelisol.org](http://www.montedelisol.org)

## OVERVIEW

### GRADES SERVED

Grade 7-Grade 12

### DISTRICT/LEA

Monte Del Sol Charter

### SCHOOL TYPE

Public State Charter

### PRINCIPAL/SCHOOL LEADER

Robert Jessen

## STUDENT POPULATION

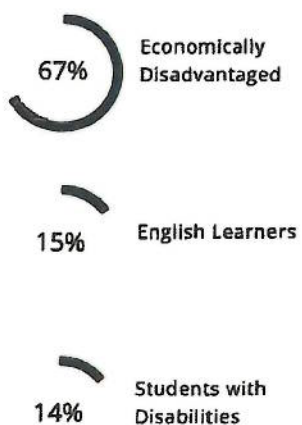
### TOTAL STUDENT ENROLLMENT

338

### RACE/ETHNICITY



### AT-RISK STUDENTS



## OVERALL PERFORMANCE

Parents are critical partners in a child's success. Just as your child's report card shows how he or she is performing, this school report card shows how your child's school is performing in multiple areas. It is designed to show the school's strengths in addition to challenges that need in order to ensure we are meeting the needs of all students.

## LEARN ABOUT THIS SCHOOL'S LETTER GRADE

### WHAT IS THIS SCHOOL'S LETTER GRADE?

LETTER GRADE



[View printable report card](#)

### HOW IS THE LETTER GRADE CALCULATED?

OVERALL SCORE

44.6



There are many factors that determine a school's letter grade. The letter grade is determined by the total number of points a school receives in several areas. Individual student growth and overall school growth measures count more towards the letter grade than student proficiency measures.

### DETAILS OF EACH MEASURE

#### STUDENT PERFORMANCE

Reading Proficiency	23%
Mathematics Proficiency	12%

#### SCHOOL IMPROVEMENT

Reading Growth	-0.5
Mathematics Growth	-0.73

#### IMPROVEMENT OF HIGHER-PERFORMING STUDENTS

Reading  
Mathematics

#### IMPROVEMENT OF LOWEST-PERFORMING STUDENTS

Reading	-0.28
Mathematics	-0.24

#### OPPORTUNITY TO LEARN

Student Attendance	96%
Student or Family Survey	39.03

#### GRADUATION AND COLLEGE CAREER READINESS

Four-Year Graduation Rate  
College and Career Participation  
College and Career Success

## HOW HAS THIS SCHOOL PERFORMED OVER TIME?

2017-2018 OVERALL PERFORMANCE

 44.6

2016-2017 OVERALL PERFORMANCE



2015-2016 OVERALL PERFORMANCE



2014-2015 OVERALL PERFORMANCE



If your student is enrolled in a school that has earned two "F" grades in the last four years, state law allows you to transfer your child to higher grade. Please call (505) 827-6909 to learn more. For information about other schools in your community, please visit the School G page at <http://aae.ped.state.nm.us/SchoolGrading.html>.

## HOW DOES THIS SCHOOL'S LETTER GRADE COMPARE TO THE DISTRICT'S LETTER GRADE?

2017-2018 OVERALL SCHOOL PERFORMANCE

 44.6

2017-2018 OVERALL DISTRICT PERFORMANCE

NA

# Student Growth

MAP test & grade level	2017-18	2018-19
	% w growth & proficiency	% w growth & proficiency
		Meets standard 75-84%
Math 7	71%	87%
Math 8	64%	78%
Math 9	61%	74%
Math 10	93%	75%
Total	71%	78%
		Does not meet standard 60-74%
Reading 7	49%	75%
Reading 8	77%	64%
Reading 9	62%	78%
Reading 10	88%	69%
Total	67%	71%
Q1 Math		Exceeds standard 75% or more
7th Grade	46%	87%
8th Grade	70%	76%
9th Grade	65%	73%
10th Grade	100%	92%
Q1 Math Totals	64%	81%

## **ACADEMIC PERFORMANCE FRAMEWORK**

The Academic Performance Framework includes measures that allow the PEC to evaluate the school's academic performance or outcomes 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; if the charter school is a high school, post-secondary readiness; and, if the charter school is a high school, graduation rate (Section 22-8B-9.1.A. (1-3, 6, 7) NMSA 1978).

This section answers the evaluative question: Is the academic program a success? A charter school that meets the standards in this area is implementing its academic program effectively, and student learning is taking place.

For each measure, a school receives one of four ratings: "Exceeds Standard", "Meets Standard", "Does Not Meet Standard", or "Falls Far Below Standard".

The PEC has specified that all schools shall propose and then negotiate two academically-oriented mission specific indicators for each school year. Those will be listed in the "Academically-oriented Mission-specific indicators" section below. Each indicator must be listed separately and have its own rating system.

**NOTE:** If a school identifies a group or cohort of students that are the students that will be assessed in an indicator set forth below, that cohort must include at least 70% of the students that would have been included had the total group been considered, unless otherwise agreed upon by the PEC. (i.e. "Students that have attended the School for 2 or more years" must include at least 70% of the students in the school.)

### **REQUIRED ACADEMIC PERFORMANCE INDICATORS**

#### **1. STATE AND FEDERAL ACCOUNTABILITY SYSTEM**

<b>1. Is the school meeting acceptable standards according to New Mexico's A-F grading system?</b>	
<b>Exceeds Standard:</b> <input type="checkbox"/> The school received an A on the state's grading system.	
<b>Meets Standard:</b> <input type="checkbox"/> The school received a B on the state's grading system.	
<b>Meets Standard:</b> <input type="checkbox"/> The school received a C on the state's grading system	The school will write an improvement plan which they believe will result in improved results for the students of the school. This must be presented to the PEC for approval within 40 calendar days from the release of school grades.
<b>Does Not Meet Standard:</b> <input type="checkbox"/> The school received a D on the state's grading system	The school will write an improvement plan which they believe will result in improved results for the students of

	the school. This must be presented to the PEC for approval within 40 calendar days from the release of school grades
<b>Falls Far Below Standard:</b> <input type="checkbox"/> The school received an F on the state's grading system.	The school will write an improvement plan which they believe will result in improved results for the students of the school. This must be presented to the PEC for approval within 40 calendar days from the release of school grades.

## 2. SHORT CYCLE ASSESSMENT - READING

**SHORT CYCLE ASSESSMENT READING.** Short Cycle Assessment data (Discovery) will be used to measure academic growth or proficiency in Reading of Full Academic Year (FAY) students in 7<sup>th</sup> -11<sup>th</sup> grade.

**Growth.** In order to show growth (the first phrase in each of the standards set forth below), FAY students will demonstrate academic growth in Reading as measured by three short cycle assessments using Discovery grade level assessment. The growth will be determined using Discovery projected growth targets for each student as set by the fall test as shown on the attached sample report. Students may show the growth on either of the winter or spring assessments.

The school may establish the growth target in the fall for students with an identified disability in Special Education in an IEP (not including gifted). These students must then meet the individual growth target established in the fall in order to show growth.

**Proficiency.** In order to show proficiency (the second phrase in each of the standards set forth below), a student scores at Achievement Level III, Adequate or Achievement Level IV, Thorough.

<b>Exceeds Standard:</b> <input type="checkbox"/> The school surpasses the target of this indicator if: 85% or more of identified students made at least one full year's growth in reading short-cycle assessment scores when comparing beginning year results to later results OR The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.
<b>Meets Standard:</b> <input type="checkbox"/> The school meets the target of this indicator if: 75-84% of identified students made at least one full year's growth in reading short-cycle assessment scores when comparing beginning year results to later results OR The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.
<b>Does Not Meet Standard:</b> <input type="checkbox"/> The school does not meet the target of this indicator if: 60-74% of identified students made at least one full year's growth in reading short-cycle assessment scores when comparing beginning year results to later results

**OR**

**The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.**

**Falls Far Below Standard:**

☐ **The school fails far below the target of this indicator if:**

**Less than 60% of identified students made at least one year's growth in reading short-cycle assessment scores when comparing beginning year results to later results**

**OR**

**The student tests "achievement level III or IV" on the winter or spring short-cycle assessment.**

### **3. SHORT CYCLE ASSESSMENT - MATH**

**SHORT CYCLE ASSESSMENT MATH** Short Cycle Assessment data (Discovery) will be used to measure academic growth or proficiency in Math of Full Academic Year (FAY) students in 7<sup>th</sup> -11<sup>th</sup> grade.

**Growth.** In order to show growth (the first phrase in each of the standards set forth below), FAY students will demonstrate academic growth in Math as measured by three short cycle assessments using Discovery grade level assessment. The growth will be determined using Discovery projected growth targets for each student as set by the fall test. Students may show the growth on either of the winter or spring assessments.

The school may establish the growth target in the fall for students with an identified disability in Special Education in an IEP (not including gifted). These students must then meet the individual growth target established in the fall in order to show growth.

**Proficiency.** In order to show proficiency (the second phrase in each of the standards set forth below), a student scores at Achievement Level III, Adequate or Achievement Level IV, Thorough.

**Exceeds Standard:**

☐ **The school surpasses the target of this indicator if:**

**85% or more of identified students made at least one full year's growth in math short-cycle assessment scores when comparing beginning year results to later results**

**OR**

**The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.**

**Meets Standard:**

☐ **The school meets the target of this indicator if:**

**75- 84% of identified students made at least one full year's growth in math short-cycle assessment scores when comparing beginning year results to later results**

**OR**

**The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.**

**Does Not Meet Standard:**

☐ **The school does not meet the target of this indicator if:**

**60 - 69% of identified students made at least one full year's growth in math short-cycle assessment scores when comparing beginning year results to later results**

**OR**

**The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.**

**Falls Far Below Standard:**

- The school falls far below the target of this indicator if:

Less than 60% of identified students made at least one year's growth in math short-cycle assessment scores when comparing beginning year results to later results

OR

The student tests "achievement level III or IV" on the winter or spring short-cycle assessment.

**4. SHORT CYCLE ASSESSMENT – MATH – Q1 STUDENTS**

**SHORT CYCLE ASSESSMENT MATH** Short Cycle Assessment data (Discovery) will be used to measure academic growth or proficiency in Math of Full Academic Year (FAY) students identified as being in the lowest quartile of students (Q1 students) as shown through the scores of the fall Discovery assessment.

**Growth.** In order to show growth (the first phrase in each of the standards set forth below), FAY students will demonstrate academic growth in Math as measured by three short cycle assessments using Discovery grade level assessment. The growth will be determined using Discovery projected growth targets for each student as set by the fall test. Students may show the growth on either of the winter or spring assessments.

The school may establish the growth target in the fall for students with an identified disability in Special Education in an IEP (not including gifted). These students must then meet the individual growth target established in the fall in order to show growth.

**Proficiency.** In order to show proficiency (the second phrase in each of the standards set forth below), a student scores at Achievement Level III, Adequate or Achievement Level IV, Thorough.

**Exceeds Standard:**

- The school surpasses the target of this indicator if:

75% or more of identified students made at least one full year's growth in math short-cycle assessment scores when comparing beginning year results to later results

OR

The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.

**Meets Standard:**

- The school meets the target of this indicator if:

60-74% of identified students made at least one full year's growth in math short-cycle assessment scores when comparing beginning year results to later results

OR

The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.

**Does Not Meet Standard:**

- The school does not meet the target of this indicator if:

50- 59% of identified students made at least one full year's growth in math short-cycle assessment scores when comparing beginning year results to later results

OR

The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.

**Falls Far Below Standard:**

□ The school falls far below the target of this Indicator if:

Less than 50% of identified students made at least one year's growth in math short-cycle assessment scores when comparing beginning year results to later results

OR

The student tests "achievement level III or IV" on the winter or spring short-cycle assessment.

**INNOVATIVE INDICATOR:** This indicator explores brave new territories in education. The PEC and the parties agree that this indicator will not be used as a basis for non-renewal.

## **5. INCREASE GPA THROUGH MENTORSHIP**

Monte del Sol Charter School's Mentorship program increases students' confidence and ability to manage new and challenging events. As a result, they enjoy greater success in the classroom and out.

We have used the General Self-Efficacy Scale (GSE) with our students to illustrate the impact of the mentorship program on our students. Self-Efficacy is "the belief that one's actions are responsible for successful outcomes." (Bandura A 1997 *Self-efficacy: The exercise of control*.) The sooner a student develops self-efficacy, the sooner they can make constructive decisions in school (and life) that increase their chances to succeed.

We expect that increase in self-efficacy to translate to improving one's grades, as measured by GPA. Hence, a student who engages herself in a mentorship will see an increase in her GPA the following year.

"According to theory and research, self-efficacy makes a difference in how people feel, think and act (Bandura, 1997). In terms of feeling, a low sense of self-efficacy is associated with depression, anxiety, and helplessness. Persons with low self-efficacy also have low self-esteem, and they harbor pessimistic thoughts about their accomplishments and personal development. In terms of thinking, a strong sense of competence facilitates cognitive processes and performance in a variety of settings, including quality of decision-making and academic achievement." (Scholz, U., Gutiérrez-Doña, B., Sud, S., & Schwarzer, R. (2002). Is general self-efficacy a universal construct? Psychometric findings from 25 countries. *European Journal of Psychological Assessment*, 18(3), 242-251.) [Emphasis added.]

The measures are as follows:

**Mentorship Goal.** A student in grades 9, 10 or 11 who has taken a mentorship the previous year will increase his/her Annual GPA from the previous year.

"Annual GPA" will be defined as the GPA for all of the courses that student took for that school year, and not a cumulative GPA for the student's career at Monte del Sol.

**Exceeds Standard:**

□ 60% of students who took a mentorship the previous year will show .3 increase in their Annual GPA when comparing the Annual GPA from the previous year to the current year's Annual GPA OR has a 3.5 Annual GPA or above.

**Meets Standard:**

- 50 - 59 % of students who took a mentorship the previous year will show .3 increase in their Annual GPA when comparing the Annual GPA from the previous year to the current year's Annual GPA OR has a 3.5 Annual GPA or above.

From: Kerry Gladden [kerry@itstheagency.com](mailto:kerry@itstheagency.com)  
Subject: PPE June Convening Pre-Work - REMINDER  
Date: May 31, 2019 at 2:49 PM  
To: Robert Jessen [arjessen@montedelsol.org](mailto:arjessen@montedelsol.org)



Hello PPE-ers! ***Friendly reminder to do your pre-work this weekend!!***

We look forward to seeing you next week in Albuquerque! Please review the pre-work for your role group below by session. Make sure to complete all assignments prior to the convening and don't hesitate to reach out with any questions!

### **Cohort 5 School Leaders**

#### ***3D Glasses for Rigor: Weekly Data Meetings – Hannah Peria***

- Please review and complete [\*Pework for 3D Glasses for Rigor\*](#), including re-reading or skimming the Data-Driven Instruction chapter in Leverage Leadership (1.0 or 2.0)

#### ***The Positive Impact of Well Developed Emotional Intelligence and Leadership Styles– Lisa Lawrence & Peter Prichard***

- Please read the attached Harvard Business Review article, [\*Leadership That Gets Results\*](#)

### **Cohort 6 School Leaders**

#### ***Critical Friends***

- Review the [\*Critical Friends Overview & Protocol\*](#), then prepare an issue for consultancy.

### **District Leadership Teams**

#### ***The Positive Impact of Well Developed Emotional Intelligence & Leadership Styles – Lisa Lawrence & Peter Prichard***

- Please read the attached article, [\*Leadership That Gets Results\*](#)

### **Lead Coaches, Performance Coaches, & District Thought Partners**

- All coaches who did not attend the 3-D Glasses for Rigor: Weekly Data Meetings session in January should complete Cohort 5's pre-work for that session and plan to attend.
- Please complete the associated pre-work for all other sessions you choose to attend, however you do not need to prepare your own issue for consultancy, if you plan to support that session.



May 15, 2019

## **Planning and Preparation Year for Monte del Sol**



### **Transformational Leadership Initiative**

Linda Henke and Zach Taylor

The Transformational Leadership Initiative partnership is designed to span three or four years depending on where a school would like to begin the work. Many schools opt to begin with a planning and prep year where they examine the TLI model and its fit for the school's transformation efforts. During this planning year the work usually includes the following:

- Establish leadership team that includes teachers who meet monthly to plan and study
- Study Fullan's book *Coherence* or a similar text on systems planning
- Visit a TLI school site(s)
- Experiment with Peer Learning Conversations from the Distributed Leadership Model
- Develop draft of a three-year plan including specifics on the coaching model and deeper learning initiatives
- Create or revisit the schools compelling purpose using an appreciative inquiry process.

Schools or districts interested in pursuing a partnership with the TLI complete an application process for this planning and preparation year, followed by a meeting with the TLI leadership team to discuss the school's rationale and partnership goals. The partners will create a memorandum of understanding outlining expectations, responsibilities, partnership agreements as well as a budget.



**We are open to working with Monte del Sol to tailor and modify this outline in order to meet the school's needs.**

**The goals for the entire TLI project include the following:**

- **Develop a shared understanding of the specific skills and concepts required to transform schools using a human-centered model**
- **Develop collective aspiration by creating a compelling purpose, an ethic of excellence, and shared images of success for both leading and learning using TLI processes and protocols**
- **Develop shared leadership by building teacher and principal leadership capacity to increase dramatically their agility and ability to create extraordinary schools**
- **Develop a rich, deep learning environment for both adults and children and a commitment to continuous improvement**
- **Build high-level collaboration throughout the organization**
- **Develop teachers' skill to implement deeper learning in their classrooms**
- **Nurture resilient school cultures where empathy, compassion, courage, creativity and growth mindset undergird the relationships among children and adults**
- **Create schools where children's voice and choice help to shape their learning**
- **Improve classroom instruction and student outcomes**

August 27, 2019

To: Gabe Romero  
Executive Director of Operations  
SFPS

From: A. Robert Jessen  
Head Learner  
Monte del Sol Charter School

Dear Mr. Romero,

You have asked us to provide you with “The timelines for the five construction phases described in Section 4: Capital Improvement plan.” Rather than provide you with exactly that, I will provide you with the update to our Master Plan that we are operating on, which I had planned to present to you at the second meeting--originally planned but ultimately cancelled--prior to the SFPS board meeting.

In February of 2018, we met with Leo Valdez, of Hutchinson, Shockey, Erley & Co., an investment banking firm specializing in public finance, to explore moving forward with our facilities master plan. The original plan had been divided into five phases, hoping to initiate the most critical phase of replacing the portables as quickly as possible. Mr. Valdez illustrated to us that the basis of the plan, using modulars, was not attractive to lenders owing to the shorter life span of the buildings.

In addition, once we determined that non-modulars were a more financially feasible option, it no longer made sense to divide the phases the way we did. Instead, we combined phases I (replacing 6 portable classrooms), II (replacing the two portables housing offices), and V (the construction of a gym). Phases III and IV were more or less interim phases that entailed refurbishing already existing spaces.

Mr. Valdez contacted Sanjay Engineer, vice president of the firm FBT Architects to provide more detailed numbers. Mr. Engineer determined that what were previously known as phases I, II and V could be completed as a wood frame and metal building for \$9,705,000, including a \$2,172,520 payoff of the existing mortgage held by the foundation. The total new debt incurred by the foundation would then be \$7,532,480.

The next step will be to contract with Consilium School Finance Group to do a top to bottom audit of Monte, including interviews with all stakeholders, to confirm the academic integrity and solvency of the school. Once that is complete, we expect to break ground during the summer of 2020 with a construction timeline of a bit more than a year, moving in during fall 2021.

This new addition resolves three current issues for Monte. The first is the retirement of the portables, which have outlived their lifespan. The second is the addition of the gym, which although not necessary would improve both the PE courses and athletics at Monte. The last is the creation of a single point of entry for the school. This is the most critical safeguard that the school can make.

## MdS Academic Strategy

Monte del Sol Charter School educates and inspires Santa Fe's diverse population in grades 7 through 12, by building strong relationships and creatively engaging the local and global community.

To do this, Monte del Sol Charter School will:

- provide a **small school** so each individual is known;
- acknowledge and **celebrate the diversity** of its members and the community;
- connect students with adult community members through the **mentorship** program;
- **foster awareness of the world** through international trips, student exchanges, special events and curricula;
- engage students in the **arts** through events, activities, and curricula;
- teach the importance of **environmental sustainability** in our curricula and through participation in the garden.

Monte del Sol Charter School provides Santa Fe youth with a small school educational setting. Mostly, the daily schedule and academic expectations mirror those of traditional district schools. What sets Monte apart is the focus on community, diversity, and relationships. Teachers and administrators are called by their first names to represent reciprocity in the learning process, and the idea that learning does not stop at graduation is symbolized by the titles of Head and Assistant Head Learner.

From Principals Pursuing Excellence (PPE) to the Transformational Leadership Initiative (TLI), MdS continues to discover how to best meet the diverse needs of its students and community members.

- In 2017-2018, Dr. A. Robert Jessen entered the PPE program
- Year 1(SY2017-18)
  - Established a Core Leadership Team,
  - Annual and 90-plans
    - Systems
    - Data-driven instruction
  - Weekly 90-minute professional development sessions with faculty to deliver new and share existing strategies interim assessments, critical friend protocols and use academic language.

*Based on feedback, the administration determined that the structure of one weekly 90-minute session did not provide sufficient time to cover all business and professional development needs. Monte del Sol has an active NEA chapter and meeting hours are negotiated during collective bargaining.*

- Year 2 (SY2018-19)
  - Scheduled five additional professional development days with all staff in addition to the three days faculty have for planning and grading.
    - mission-specific goals
    - tier I & II interventions
    - project-based learning at Monte del Sol
    - Interpersonal Leadership Styles (ILS)
    - faculty-led presentations on math and literacy instruction
    - restorative justice and safety
    - culturally responsive teaching
  - Annual and 90-plans
    - Tier I Interventions

## MdS Academic Strategy

### ■ Formative Assessments

- Weekly staff meetings and team meetings were scheduled
- Reinstate department coordinators (English, Math, Science, Social Studies, Art, and World Languages), explored vertical alignment, cross-curricular projects, arts integration, and input on budget needs
- Grade-level teams met weekly to discuss students of concern, cross-curricular programming and positive culture events (i.e., gatherings or educational field trips).

*The full-day professional development sessions were useful since they provided time to go deeper into the subject matter and intentionally apply the content to classroom instruction; however, the structure was not sustainable over time, nor did it provide enough consistency to build on themes in a timely manner.*

### ● Year 3 — Year Zero (SY2019-20)

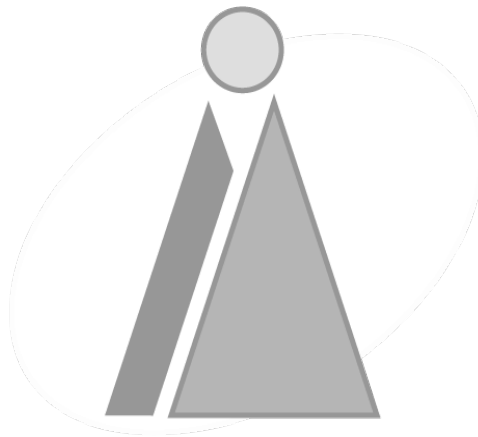
- Formalize Monte's leadership team roles and responsibilities and request a two-year commitment (departments: humanities, math/science, specials; and grade-level teams: 7-8, 9-10, 11-12)
- Shared governance and "flattened leadership"
- Common prep four days per week (8:00-8:55 AM)
- Define Monte's compelling purpose with the support of The Santa Fe Center of Transformational School Leadership
  - Five 2.5-hour sessions with the leadership team
  - Three Appreciative Inquiry (AI) sessions with all MdS stakeholders
  - Examine PBL at MdS
- Expand the number of AP and honors courses offered
  - Honors (English 8, 9, 10, 11, Algebra I & II)
  - AP 2019-20 (Environmental Science, World History, US History, 2-D Art, Spanish Language and Culture, English Literature and Composition)
  - Guide students to earn the Bilingual Seal
- Develop dual credit cohorts and career pathways
  - Computer Science
  - Culinary Arts (towards SFCC certificate)
  - Sustainability (towards SFCC certificate)
  - Trades Math and Math Applications
- Practice common protocols (in documentation and dialogue) to support diverse needs
  - IEP
  - SAT
  - EL
- Specific attention to operations and communication practices
- Involve all stakeholders in the school program development and evaluation

*Monte del Sol continues to learn to do what it does (relational learning) better. Beginning its third decade, Monte seeks to meet the diversity of Santa Fe with engaging educational experiences that prepare students to think critically, act responsibly as a member of a community, and excel as scholars, organizers, athletes, artists, etc. Monte del Sol will continue to evaluate growth in math and ELA with the use of short-cycle assessments and build a culture of collaboration.*

# ***Monte del Sol***

## ***Charter School***

*Preparing community leaders for the 21st century*



**A Public High School**  
**Grades 7<sup>th</sup> – 12<sup>th</sup>**

## **COMMUNITY HANDBOOK**

**Our Expectations and Legal Responsibilities**  
**2019 - 2020**

4157 Walking Rain Road  
Santa Fe, New Mexico 87507  
505.982.5225 [www.montedelsol.org](http://www.montedelsol.org)



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Courage	5
Responsibility	5
Integrity	5
<b>Expectations For Students</b>	<b>6</b>
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Use Appropriate Language	6
Respect Personal Space	6
Stay Focused in Class	6
Do Not Use Personal Electronic Devices	6
Respect the School Environment	6
Respect the Neighborhood	6
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## **Mission**

The mission of Monte del Sol Charter School is to:

Monte del Sol Charter School educates and inspires Santa Fe's diverse population in grades 7 through 12, by building strong relationships and creatively engaging the local and global community.

### **Creatively Engage the World**

To do this, Monte del Sol Charter School will:

- provide a small school so each individual is known;
- acknowledge and celebrate the diversity of its members and the community;
- connect students with adult community members through the mentorship program;
- foster awareness of the world through international trips, student exchanges, special events and curricula;
- engage students in the arts—fine and multicultural—through events, activities, and curricula;
- teach the importance of environmental sustainability in our curricula and participation in the garden.

## **Notice of Non-Discrimination**

It is the policy of Monte del Sol Charter School not to discriminate on the basis of race, sex, religion, national origin, sexual orientation, or disability in any of the educational programs or employment practices. Inquiries regarding compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, or Section 504 of the Rehabilitation Act of 1973 may be directed to the Head Learner, Monte del Sol Charter School, 4157 Walking Rain Road, Santa Fe NM, 87507.

## **Diversity Statement**

Monte del Sol welcomes, honors and accepts all students, families and personnel. Our commitment to building an inclusive community is fundamental to learning and developing leadership skills in young people. It is also a response to the demands of a multicultural and international society.

A key leadership skill we seek to develop is training minds to recognize and appreciate varying points of view for the betterment of the MdS community. When a student feels included and feels his/her heritage is valued, she/he feels a sense of pride. By raising awareness about our differences and similarities, we also better understand ourselves and gain an appreciation of and compassion for all human beings. Thus, a focus on diversity is as much a curricular matter as it is a social justice and community issue.

## **Core Values**

### **Inner Discipline**

Monte del Sol strives to instill self-discipline in its students, to help them develop both lifelong leadership skills and the wisdom to make good choices. Students learn to take responsibility for their actions, and they develop personal *agency*. They also learn the rewarding aspects of appropriate behavior. Poor decisions lead to clear consequences. Good behavior is expected, appreciated, and commended.



## **Courage**

We expect all members of the school community to learn that it takes courage to try new things, although sometimes we fail. When we do fail, we pick ourselves up, learn our lessons, and try again. We ask that everyone has the courage and willingness to admit that learning means taking risks. We also ask that everyone be sensitive to and respect the courage it takes to grow and change.

## **Responsibility**

We expect that each member of the Monte del Sol community will take responsibility for her or his own actions. We believe that every person makes a difference in building the Monte del Sol Community.

Students will take responsibility for getting themselves to school on time, for attending classes or other school obligations, and for being honest with themselves and their teachers. We ask students to take responsibility for picking up litter, turning out lights to conserve energy, and noticing others who may need help. We also expect that students will take responsibility for the community by behaving in ways that contribute to a positive atmosphere and cooperative problem-solving.

## **Integrity**

Integrity is being honest and having strong moral character. At Monte del Sol, it means communicating honestly and respecting those to whom we are speaking. Integrity includes the courage to admit when one has done wrong. It also includes academic honesty and the understanding that work turned in is one's own and not someone else's intellectual property. [See Plagiarism.]



## **Expectations For Students**

### **Respect Staff Requests**

Staff members at Monte del Sol are expected to remind students of our behavioral norms and to model these norms themselves. Rudeness or insubordination to staff and/or faculty members will result in a meeting with the Dean of Students, the Assistant Head Learner, or the Head Learner. Disciplinary measures, as appropriate (including a Contract of Choice) will be taken.

### **Use Appropriate Language**

Profane language is disrespectful and the Monte del Sol community seeks to establish a culture of respect.

### **Respect Personal Space**

At Monte del Sol, respecting the personal space of others is essential. We also stress that public displays of affection are inappropriate: constant hugging, kissing, and improper touching are unacceptable.

### **Stay Focused in Class**

Classroom time is sacrosanct, and teachers and students will work hard to take advantage of every minute. Behavior that is distracting, disrespectful, and/or insubordination will result in interventions to support a positive learning environment for all students.

### **Do Not Use Personal Electronic Devices**

To stress that we are a school that emphasizes academics, we do not allow personal electronic devices to be used during the school day. This includes cell phones, iPods, speakers, gaming devices, and headphones (headphones may be used for academic purposes if approved by the teachers). Students will continue to use their school-issued devices. If parents need to contact their children, they may call the school phone or email the student at their school email address. If communication with their child is urgent, they may call or text the Dean of Students, the Head Learner or the Assistant Head Learner on their cell phones.

### **Respect the School Environment**

Visitors can easily see who we are as a community by the tidiness of the school itself. Students, guided by staff and faculty, will make sure that classrooms are tidy and the campus is clean.

### **Respect the Neighborhood**

Students are not to walk on private property, backyards, driveways or any other property of Nava Adé residents. Students must keep volume down when listening to music in their cars.

### **Participate in Home Groups**

Home Groups (HGs) are groups of 10 –16 students with a staff or faculty advisor. Home Group participation is mandatory and intended to foster good relationships between students and their advisors so that students can address any issues related to school. The advisor should know how her or his advisees are doing academically and socially. Advisors assist in their advisees' academic or personal development. Should parents have any questions related to their child and/or matters related to school, they should



contact the advisor first. At times throughout the year, Home Groups may enjoy special activities either during school or outside of school.

### **Participate in Gatherings**

Gatherings are all-school or grade-level meetings that occur at least once a month. Students are expected to be present. During Gatherings, issues of mutual interest to the community may be discussed, speakers may present, and artistic performances may occur. The goal of Gathering is to bring the school together regularly to build community and address issues in an open forum.

### **Parent Volunteer Requirements**

Monte del Sol believes that strong parent involvement fosters our sense of community and is key to our student success. Therefore, we strongly recommend at least 10 hours of volunteer time from each family. Participation options include, but are not limited to, the following: school maintenance, classroom assistance, chaperoning field trips, fund-raising, administrative support, registration, grant writing, garden, and parking lot assistance.

### **Monte del Sol's Graduation Requirements**

English	4 credits
History	3.5 credits History credits must include: ½ year of New Mexico History (9 <sup>th</sup> grade), 1 year of World History (10 <sup>th</sup> grade), 1 year of US History, (11 <sup>th</sup> grade), Government and Economics (senior year).
Mathematics	4 credits*
Science	3 credits
Other Language	2 credits (of the same language)
The Arts	2 credits
Mentorship	2 credits (in High School)
Physical Ed	1 credit** Two years of a sport may equal .5 credits and three years of a sport may equal 1 credit.
Health	1/2 credit
Electives	2 credits** These electives may include additional academic, arts, or mentorship electives. The state requirement of communication is covered by our world languages credit.
<b>Total</b>	<b>24 credits</b>
<i>For 10<sup>th</sup> grade entry:</i>	<i>6 credits required</i>
<i>For 11<sup>th</sup> grade entry:</i>	<i>12 credits required</i>
<i>For 12<sup>th</sup> grade entry:</i>	<i>18 credits required</i>



## **Policies**

### **Academic Eligibility for Extracurricular Activities**

Like most schools, the core of Monte del Sol learning happens in the classrooms. We try to enhance our students' learning experience by offering a variety of extracurricular activities, but students who do not fulfill their classroom obligations according to the policy below, lose the privilege of participating in these activities. Please note this policy does not apply to mentorship, field trips and class trips, which are considered part of the academic curriculum, and not extracurricular. However, a student may not be provided the privilege to participate in a class trip if they may present behavioral or safety concerns.

To participate in trips abroad and/or athletics events/ practices, a student must meet the academic eligibility guidelines set by the New Mexico Activities Association (Rule 6.2.1). Specifically, a student "shall have a 2.0 grade point average with no Fs, based on a 4.0 grading scale, either cumulatively or for the nine week grading period immediately preceding participation." Refer to the NMAA handbook/website for more specific information. Determination of eligibility shall be made by the Athletic Coordinator in collaboration with the coach and the school administration.

Students may not participate in an athletic event/practice if they have not attended at least half the school day, whether or not that absence is excused.

The administration, Athletic Coordinator, coach, and/or trip leader may, at any point before the trip, event, or practice, request that a student be declared ineligible due to any suspension or major violations of the expectations in the Community Handbook, or for a significant decline in academic performance. Determination of eligibility will be made, on a case by case basis, in a hearing attended by the student, his or her family, the administration, the trip leader/coach, and the student's advisor. The ultimate determination will be made by the Head Learner.

### **Attendance**

Fundamental to good education and citizenship is participation, or "showing up" on time. Absenteeism harms the student and the community of learners. Students are expected to be in school and in assigned classes unless excused. Please note that field trips at Monte del Sol are an integral part of the academic program and attendance is expected during these trips as well.

Students and their families are expected to respect the following policies regarding attendance and timeliness:

- If a student misses school for all or part of a day for any reason, parents must call the attendance line at 982-5225 ext. 3 by 10:00 AM the day of the absence. Students who are 18 may call themselves in.
- Students arriving late or leaving early must sign in or out at the office. 11<sup>th</sup> and 12<sup>th</sup> grade students may drive themselves to appointments, but their parents must call the attendance line to inform the school of their need to leave. If a parent is picking up a student and their child is younger than 18y/o the parent must come into the office to sign out their child.
- It is the student's responsibility, not the teacher's, to ask for homework missed and make arrangements with each teacher for any work owed. Work not turned in will adversely affect the student's grade.
- Teachers will take attendance in PowerSchool for each class each day. If any student in grades 7 – 12 has ten (10) or more absences in any one class during a semester, excused or unexcused, that student will lose credit for that class. A student may petition the administration to explain why



he/she should not lose credit, allowing for legitimate reasons for absences such as illness or death in a family. School athletic competitions and field trips are excluded from this count. Students and their parents will receive notification from the advisor when the student reaches three absences and from the Dean of Students or attendance officer when he or she reaches five absences. At seven absences, the student and parents will be invited to a meeting with the Dean of Students and/or the Head Learner and Assistant Head Learner.

- Students who are tardy to class disrupt the flow of the class, whether one minute or 20 minutes late. Three tardies or three early departures will result in one absence, and will count toward the 10 absences, whether or not the tardy is excused by the student or parent. A student who arrives more than 20 minutes late, or leaves more than 20 minutes before the end of class, will be considered absent.
- Unexcused absences from school will be noted. Parents will be informed of half and/or full-day unexcused absences and will be called to discuss the absences within 24 hours whenever possible. If any student continues to be truant despite communication with both students and parents, authorities will be notified in writing.

### **Appropriate Use of Technology**

Acceptable use of technology requires that the use of school resources be in accordance with the following guidelines and they support the educational goals of Monte del Sol. Students and parents must agree to this policy:

- a. The use of my assigned MDS account and school-owned equipment must be in support of education and research and the educational goals of MDS.
- b. Use of other organizations' networks or computing resources must comply with rules appropriate to that network.
- c. Transmission of any material in violation of any United States or other state organizations is prohibited. This includes, all but is not limited to: copyrighted material, threatening or obscene material, or material protected by trade secret. (is this the right word?)
- d. Use of commercial activities by for-profit institutions is generally not accepted.
- e. Use of product advertisement or political lobbying is also prohibited.
- f. I am aware that the Chromebooks assigned to me can be tracked and disabled at any moment at MDS discretion.
- g. I am aware that the inappropriate use of electronic information resources can be a violation of local, state and federal laws and that I can be prosecuted for violating those laws.
- h. Students will not be permitted to use unauthorized electronic devices (including, but not limited to, cell phones, gaming devices, mp3 players, iPods, and portable speakers) during the school day, including the lunch break. Use of a Monte del Sol Charter School issued Chromebook is permitted. (This is redundant with Acceptable Use policy above. Do you want it here or there?)
- i. Cell phones or other unauthorized electronic devices will be confiscated if they are seen, heard, or otherwise noticed on campus during the school day, as follows
- j. Chrombooks and charger will be collected at the end of School year. If the student is missing any of these items, parents must cover the cost of replacing them.

### **Appropriate Dress**

All members of the Monte del Sol community are expected to show their respect for the diversity of our community by dressing appropriately. We have neither a uniform nor standardized dress; however, students must adhere to the following policies:



- Clothes that reference alcohol, drugs, tobacco or advocate violence, racism or sexism are not permitted.
- Gang-related clothing is not permitted.
- Students violating the above guidelines will be asked to change into more appropriate clothing. If dress code violations continue, we will address the behavior as a disciplinary issue.

### **Driving and Off-Campus Privileges**

The following rules apply to any student who plans to drive a car to school at any point during the year.

For the first quarter, only those students in the 11<sup>th</sup> and 12<sup>th</sup> grades who either have 2 consecutive free blocks or have courses at the community college or jobs may leave campus. They must request a waiver from the Assistant Head Learner. After the first quarter, only 11<sup>th</sup> and 12<sup>th</sup> grade students who have met the following conditions may leave campus when they are not required to be in a class or activity: 1) earned at least a 2.5 GPA in the previous quarter; and 2) have no more than 5 tardies in the previous quarter. This privilege is based on our desire to balance our community needs with the needs of individuals and the goal of developing independence and responsibility in our students. No other students may leave campus during lunch or free blocks unless they are picked up and signed out by a parent or legal guardian. 10<sup>th</sup> graders may apply for permission to drive to school.

We have approximately 50 parking spaces for students. Priority will be determined by the administration based on grade-level, bus service, after-school jobs and community college classes.

Any student driving a car and parking on campus must be registered with the Monte del Sol School office and receive a Monte del Sol parking sticker. A valid driver's license and proof of registration and insurance must be presented, and a \$10 fee paid per semester. Failing to follow this procedure will result in restriction of on-campus parking and/or towing. The money collected from parking permits will be used for parking and transportation-related needs.

11<sup>th</sup> and 12<sup>th</sup> grade students may not take students without off-campus privileges off campus in cars with them during the school day and must follow the safe driving rules and parking regulations. If a driver takes a student without off-campus privileges off campus, the infraction will result in a Contract of Choice and restrictions on driving privileges. Any student leaving campus without permission will face appropriate disciplinary action on the first infraction and a Contract of Choice on the second incident.

Monte del Sol maintains the right to revoke any individual's off-campus and/or driving privileges if safety is compromised in any way. Any student may have his/her parking permit revoked if he/she continually arrives late, is found to be driving dangerously or speeding in the Nava Adé neighborhood or on the Monte del Sol campus, leaves campus without proper permission, and/or takes other students off campus without permission. Loitering in vehicles is not permitted while on campus. We also reserve the right to revoke parking permits for other detrimental behaviors or other violations of the handbook.

### **Skateboarding**

Our insurance has made it clear that we can be held liable for skateboarding accidents on campus. Students needing to bring a skateboard to school for use off campus after school may do so, but they must store the board in the office during the school day.



### **Student Fundraisers**

Selling of any foodstuffs and unauthorized fundraisers by individuals are not allowed. This policy is to enhance the wellness of our students, and to reduce competition for school-sponsored and fund-raising activities.

### **Lost or Damaged Personal Property**

Monte del Sol does not replace phones, iPods, articles of clothing, or any other personal items that are lost, stolen or damaged on school property or during trips or events. Students are encouraged to leave expensive personal items at home. There is a free phone available to all students in the office for local phone calls, and parents can always call the front desk to have messages delivered to their children at school. *The school does not pay for damages to cars, bicycles, motorcycles or any private property of a student or family member on the property of Monte del Sol, including in the parking lot.*

### **Late Work**

In order to better prepare our graduates for college and work, Monte del Sol has adopted a policy that teachers do not have to accept any assignment after the due date, under the following conditions:

#### ***School Activities***

Field trips, sports events and mentorship activities are an integral part of the Monte del Sol experience, and are always planned at least one week prior. If an assignment is due the day that a student will be gone for a field trip, sporting event or mentorship activity, the student must turn in the work within 24 hours after the due date. In the case of an extended field trip of more than one day, individual arrangements must be made with teachers. Further, the student is responsible for inquiring about and turning in on time any homework that is assigned on the day that is missed.

#### ***Excused Absences***

When a student misses a class because of illness or any other excused absence, the student must make arrangements individually with the teacher as to when the work shall be turned in. Upon a student's return, she or he must check in with all teachers to establish new due dates for homework assigned during the absence.

#### ***Unexcused Absences***

A student who misses a class with no excuse receives no credit for assignments due during that class period.

#### ***Suspensions***

Students have the chance to complete academic work during a behavioral suspension. As with an excused absence, students are expected to make individual arrangements.

#### ***Power School***

Students should be able to plan ahead for scheduled absences by reviewing assignments posted on Power School.



## **Serious Violations/Contract of Choice**

Some of our expectations are non-negotiable out of concerns for respect, safety and legality. Behavior that violates these expectations will not be tolerated on campus or at any off-campus activities related to school. Violations of these rules on the first event will result in a meeting with the student and the student's parents or guardians, where the student agrees to sign a Contract of Choice. Monte del Sol Charter School is a school of choice, and the student by his or her behavior is electing to not follow the rules of the school, which reflects a decision to cease attending Monte. All parties, school administration, student, and student's parents/guardians sign the contract that stipulates that if the student again engages in a serious violation, *even if not the same type*, the student agrees to withdraw from Monte del Sol and transfer to another school or face possible expulsion.

As our obligation is to follow the laws of New Mexico, offenses involving alcohol, drugs, violence and theft may be referred to local law enforcement agencies and Teen Court; other offenses may involve outside authorities as well.

**Please note:** *To ensure the safety of the school community, upon suspicion, we reserve the right to search students and their belongings as part of any school-related activity.*

### **Illegal Substances**

There will be no tobacco products (including electronic cigarettes), alcohol, illegal drugs, paraphernalia or non-prescription drug use at school or any school sponsored function. If a student is found to possess any of the above, or is under the influence of any of the above, he/she will be subject to discipline. This is considered a serious infraction and students may be suspended as well. The school complies with the federal Safe and Drug Free School Act.

### **Fighting or Physical Assault**

Fighting or physical assault of others is a serious offense and will be not be tolerated. Any student who strikes another student (whether in self-defense or not) will be asked to sign a Contract of Choice. Local law enforcement may be contacted, and all students involved will face suspension no less than one (1) school day with additional in-school suspension.

### **Weapons**

Weapons of any kind are not permitted at school. Do not bring pocket knives or other multi-purpose objects that can also be used as weapons. Students will be subject to discipline. Bringing firearms or another weapon with intent to harm another will result in notification of the authorities and expulsion following federal and state laws and regulations.

### **Lying, Theft, or Vandalizing**

Lying to, theft of or vandalizing school or personal property violates the norm of respect and will be subject to discipline. Students charged with lying will be brought in front of the school's Honor Council or administration. Theft and vandalism may result a school suspension and be reported to local law enforcement and will result in a Contract of Choice.



### **Cheating or Plagiarism**

Cheating or Plagiarism (copying information directly from other students or sources such as books, Internet sites, and magazines without proper citations) will result in loss of credit for the assignment in question and will include a referral to the Honor Council or administration.

### **Harassment and Bullying Policy**

Harassment, including sexual harassment or racial comments, verbal or physical intimidation, or use of derogatory language intended to annoy, alarm or terrorize another person violates all that the Monte del Sol community stands for and will not be tolerated. All of the above are serious offenses and will be subject to discipline, including suspension or the signing a Contract of Choice.

Sexual harassment is a misuse of power and/or behavior that can create an offensive, intimidating and hostile environment and is a violation of federal law and school policy. Sexual harassment may include unwelcome sexual advances, requests for sexual favors, and written, visual or verbal conduct of a sexual nature.

Bullying and cyber-bullying means any repeated and pervasive written, verbal or electronic expression, physical act or gesture, or a pattern of these actions, that is intended to cause distress upon a student of this school. It includes any action that a reasonable person should know will have the effect of placing a student in reasonable fear of physical harm or damage to the student's property. Insulting or demeaning any student or group of students in such a way as to disrupt or interfere with the school's mission or the education of any student will not be tolerated and will result in discipline actions.

Any community member who feels he/she is experiencing sexual harassment or bullying should report, verbally or in writing, such conduct to the administration or school counselor. Reports will be investigated and, if verified, disciplinary action will be taken against the perpetrator, including signing a Contract of Choice.

### **Consequences of Violating Expectations**

Consequences for acting against expectations will be reasonable and tied to the infraction. Consequences will result in (1) repairing the damage that occurred to the community as a result of the infraction, and (2) modifying or improving behavior.

#### ***Counseling***

We will always talk to a student when behavioral problems arise to see if we can find common ground or come to agreement about community expectations of behavior. Notes will be kept to document this conversation and its agreements.

#### ***In-School Suspension***

In-school suspension (ISS) and Saturday school may be assigned when, per administration determination, a student's behavior warrants it.

#### ***Lunch Detention***

Lunch detention is considered one form of ISS and may be used for behavioral problems in the classrooms and for continued tardiness. Lunch detention rules are that students may eat lunch, study or sit quietly. Computers can be used for research for classes with the permission of the lunch detention supervisor.



### ***Suspension***

Suspension is used to remove a student from the school community because that student is harming the community by his/her presence or because the severity of his/her actions merits isolation from the community.

### ***Contract of Choice***

Understanding that Monte del Sol Charter School is a school of choice, in that students and their families opt to attend charter schools instead of attending the public school for which they are zoned, and understanding that often what a person says, and what a person does, conflicts, and that a person's actual actions may often be a more accurate indication of a person's true beliefs and feelings, the student must enter into Contract of Choice, acknowledging that she or he has committed a serious infraction in violation of the Student Handbook, and that if the student commits any second serious infraction, be it of any kind (e.g., tobacco use on campus, possession of drug or drug paraphernalia, including any e-cigarette or vaporizing mechanism, theft, possession of a weapon, egregious insubordination, or engaging in a fight), then the student named below will withdraw from Monte del Sol Charter School forthwith.

If the student refuses to withdraw as agreed upon in the contract, the Governing Board of Monte del Sol will consider a vote on expulsion. (See below for description of the legal procedures of the expulsion process.)

### ***Honor Council Hearing***

In some cases, students will be required to appear before the Monte del Sol Honor Council.



## **Honor Council**

### **Purpose**

The Monte del Sol Honor Council is a teaching tool that helps set and maintain high standards for student honor and behavior. Its goal is to develop honorable behavior by helping students understand how their actions either harm or benefit the Monte del Sol community. The role of the Council is to determine whether or not a student's actions harmed the community, and then recommend appropriate consequences and reparations, based on the philosophy of restorative justice. Student members of the Honor Council are expected to fulfill their duties with full confidentiality and with the utmost fairness.

### **Composition**

The Honor Council is composed of at least four members, including at least two seniors, one junior, alternates, and the faculty advisor. Up to three other members may be invited or drawn at random for a hearing, and may include one more faculty member and a student from the offender's grade level.

### **Chair**

The permanent faculty advisor shall chair the Council and is responsible for running the hearings. A secretary is selected for each hearing and is responsible for taking notes and completing all forms.

### **Confidentiality Contract**

Student members of the Honor Council sign a contract that details their responsibilities and mandates confidentiality. If a member of the Honor Council breaks this contract or is charged and found guilty of an offense at school, he or she is removed from the Council.

## **Honor Council Procedures**

The Honor Council meets as determined by the school administration. Examples of transgressions that may warrant convening of the Honor Council include lying, cheating or plagiarism, stealing, harassment or any behavior that violates the sense of community in the school. The Council also may be convened for minor transgressions that occur repeatedly.

The Honor Council meets in private with the charged student and, when possible/desirable, his or her Home Group Advisor (or other staff member of the student's choice). No other students are allowed to attend a hearing. The Honor Council asks questions of the charged student and reviews any evidence.

After the hearing, the charged student is dismissed and told to maintain confidentiality. The Honor Council then reviews all available evidence and determines if the student has in fact harmed the community. If it is determined that harm has been done, the Council then discusses possible consequences and reparations. All Council decisions are made by simple majority.

The secretary of the Honor Council takes notes during the meeting and then completes an Honor Council Report, which the Council Chair gives to the school administration. The administration approves or amends the recommendations, and then ensures that the recommended action occurs.

The Council Chair gives a copy of the Honor Council Report to the charged student's Home Group Advisor. The Home Group Advisor contacts the parents or guardians. Administration keeps copies of all hearing notes, and all behavioral actions are part of a student's permanent record.





## **Legalities**

Receipt of this Community Handbook constitutes consent and acknowledgement required from students and parents.

### **Legalities of Search**

School officials may search a student with an adult witness, if there is reasonable suspicion that the student is in possession of an item that is illegal or against school rules. Given reasonable suspicion, student vehicles brought on campus, student purses and bags (book bags, gym bags, etc.), school lockers, and other school property are subject to inspection and search by school authorities at any time without further notice to students or parents. Students are required to cooperate if asked to open purses, bags, lockers or any vehicle brought on campus. Again given reasonable suspicion, drug- or weapon-sniffing dogs may be utilized at school or at any school function, including activities that occur after normal school hours or off the school campus, at the discretion of administrators. Parents will be notified before such a mass search has occurred.

### **Informal Hearing**

Before a student is suspended from school for ten days or less, the Head Learner or designee will conduct an informal hearing investigation of the alleged incident of which the student is accused and allowing the student to explain his or her behavior. If a suspension results, notice must be provided in written form, usually through email. If the parent does not receive a notice within a reasonable time, the parent should call MDS.

### **Formal Hearing**

The maximum punishment for an offense includes long-term suspension and signing a Contract of Choice, which may result in a student withdrawing from school. Punishments of this severity will be determined by a disciplinary hearing. Students who are suspended for more than 10 days may request a hearing. The student has the right to an adviser, to call witnesses, to question accusers and witnesses, and to have a copy of the proceedings for appeal to the Monte del Sol Charter School Board. Parents or students may elect not to contest whether a student has violated the Code of Conduct or Community Handbook. An agreement may be negotiated in which parents or students waive the right to a hearing before a disciplinary hearing. The Head Learner or designee must approve such a waiver in accordance with board policy.

### **Emergency Removal**

Monte del Sol Charter School has the right to delay the informal hearing and a student can be removed from school without an informal hearing when the administrator determines that it is not possible to conduct the informal hearing because the student poses a danger to himself or others, property or is an ongoing threat of disruption. Whenever a student is removed, a parent or guardian must be notified as to when the informal suspension will be held. The hearing will be scheduled within three school days unless there are extenuating circumstances, or it is mutually agreeable to both parties.

### **Manifestation Determination**

For students who receive special services and have an Individual Education Plan or a Section 504 Plan, suspension beyond ten school days or in increments that lead up 10 school days requires a manifestation determination hearing. An IEP team must convene within 10 school days to determine whether the



violation(s) of the Code of Conduct are related to the student's disability or whether the suspension was in accordance with a child's IEP. A Functional Behavioral Assessment (FBA), which examines possible factors of misbehavior, must be completed prior to or at the meeting before a manifestation determination hearing occurs. It also examines whether the behavior(s) merit the developing of a Behavior Intervention Plan (BIP) or a revision of the plan is necessary. A Manifestation Determination also decides whether the IEP team needs to convene and discuss what services a student needs to receive if it is decided that the suspension was appropriate.

### **Child Abuse and Neglect**

Pursuant to New Mexico State Statutes, NMSA 1978, Section 32-4-3, and Section 32-A4-3, amended 1998:

It is the duty of any school nurse, teacher, or administrator who knows or suspects that a child is or has been abused or neglected upon penalty of fine to report this information immediately.

Investigators employed by public agencies authorized to investigate child abuse, including those seeking to remove students from school for purposes of maintaining protective custody as part of a child abuse investigation, are subject to the Verification, Documentation, and Parental Notification Procedures.

Prior to any student being produced by a school principal for any contact with officers and/or social workers, the principal or his designee shall: write down the name, badge number, and agency of the officer(s) and the social worker(s), together with the date and time of appearance; confirm by telephone the agency that employs the officer(s) and/or social worker(s) and their identity and authorization in seeking contact with the student; and record the names and position of the person confirming such information and the time of such confirmation. In instances in which the officer(s) is acting pursuant to a court-ordered document, the principal shall obtain a copy of the document.

The principal or designee shall determine from the investigator whether it is appropriate to notify the parent or guardian of the requested interview or the removal of the student from the school.

In the event the investigator directs that such notice not be given, as in cases where a parent or close family member is the suspected abuser, the principal shall record such direction.

Where a law enforcement officer has a warrant or citation for the student's arrest or an order signed by a district judge, removal of the student by the officials under such order is mandatory when presented to the principal. The parent or guardian must be notified.

The principal or any other school employee should not attempt to conduct an interview with the student, beyond the basic information needed to report the incident or complete paperwork.



## **Hearing Procedures and Findings**

Should “Hearing Procedures and Findings also be an appendix?--Robert agrees, this whole section can be an appendix.

### **Hearing Officer**

A Hearing Officer will be appointed when a suspension is ten days or more. Notice will be addressed to the student, through his/her parent(s)/guardian and shall be either personally delivered or sent through certified mail. The hearing will occur within five school days of the suspension. The hearing’s date, time, place and reference to the alleged violations and where stipulated in the Code of Conduct are required for the contents of notice. Failure to appear may result in a penalty against the student by default.

### **Student Status Pending the Hearing**

A student may be suspended temporarily and a formal hearing on long-term suspension or expulsion may not occur until after the temporary suspension has expired when:

The student and parent have waived the right to return to school or administrative authority has conducted an interim hearing pursuant to due process protection sufficient to support the student’s continued exclusion pending the outcome of the formal procedures;

A student has waived the hearing through voluntary compliance or negotiated penalty. Such a waiver and compliance agreement shall be documented with evidence of signatures of the parent(s)/guardian, student and the hearing authority.

### **Procedures for Hearing and Findings**

The burden of proof lies with Monte Del Sol Charter School.

The student and parent(s)/guardian are afforded the following rights:

- The right to be represented by legal counsel or other designated representatives (at the parent(s)/guardian or student’s own cost).
- The right to present evidence that is not deemed immaterial or redundant by the hearing officer or the MDS board.
- The right to confront and question and cross-examine witnesses.
- The hearing authority shall determine whether the alleged act(s) have been proved by a preponderance of the evidence presented at the hearing.
- The hearing officer or the MDS board will tape the proceeding..
- The hearing authority, who is also a disciplinarian, may also impose a penalty at the close of the hearing or at a minimum a written decision within five school days after the hearing. The decision will take effect immediately after the hearing authority makes his/her decision at the closing of the hearing or in the written notice.

### **Following the Formal Hearing**

The student or parent(s)/guardian(s) may appeal the decision of the formal hearing in writing and within receipt of the hearing officer of MDS administration within five school days, and a formal review by the MDS board must occur within fifteen school days. The MDS board shall provide a written response with concise explanation for its findings within 10 working days. The MDS Board review is the final step and there is no further course of action within the Monte del Sol Charter School or SFPS.



### **Referral to Law Enforcement Authorities**

MDS and its employees will adhere to all Federal and State Laws by reporting certain violations to law enforcement agencies. These violations include the following:

- Aggravated Assault if a firearm is involved.  
Aggravated Battery.
- Sexual Offenses including consensual sexual intercourse with a minor 13 years or younger.
- Carrying Deadly Weapons at public gatherings.
- Carrying Deadly Weapons at school functions or on school property or within school safety zones.
- Illegal Possession of a pistol or revolver by a person under the age of 18.
- Possession and other activities regarding marijuana and controlled substances.



## **MDS Resolution Process**

When students and parents believe that school officials' decisions affecting them are unfair or unreasonable, students and/ or guardians are encouraged to express themselves to the individual directly involved and immediately attempt to resolve the problem informally. If the concern cannot be resolved, concerns should be brought to an administrator's attention. If the problem is still not resolved, it is then referred to the MDS School Board. For continued strong community relationships at Monte del Sol and for effective communication, Monte del Sol strongly encourages parents and students to use our resolution process.

### **Step One**

Bring concerns directly to the individuals involved. If satisfaction is not achieved or the person does not feel comfortable bringing the concern to the person at first level, proceed to Step Two.

### **Step Two**

Notify Assistant Head Learner of concern. To further clarify the concern, he/she may request that your concern be provided in written form. A verbal response will be provided within five working days. If a response has not been received or if the response is not satisfactory, proceed to Step Three.

### **Step Three**

Notify Head Learner of concern. To further clarify the concern, Head Learner may request that the concern be provided in written form, if that has not already been requested by the Assistant or Dean. All invested members may be asked to attend a meeting to resolve the concern in a reasonable timely manner (within five working days). The Head Learner may request a mediator if the concern requires some objective assistance. If satisfaction is not achieved within 10 working days, proceed to Step Four.

### **Step Four**

Notify Monte del School Governing Board. A meeting will be scheduled to present issues. A final decision will be made by the Monte del Sol School Board. Depending on the nature of the complaint, the Board will review the matter in either a closed or an open session requested by parent or student 18 and over, may hear testimony, and will act on the matter. The Head Learner and parent shall be advised in writing of the decision of the board.

# INSPECTION AND TESTING FORM

DATE: 3/13/19

TIME: 11:00 AM

## SERVICE ORGANIZATION

Name: 4Alarm Service

Address: 1213 Marigold Ne Albuquerque, NM 87122

Representative: Don Phillips

License No.: 93026

Telephone: 505-858-0548

## PROPERTY NAME (USER)

Name: Monte Del Sol Charter School

Address: 4157 Walking Rain Rd Santa Fe, NM

Owner Contact: Christopher De Jesus

Telephone: 505-930-1231

## MONITORING ENTITY

Contact: 4Alarm Service

Telephone: 18009656133

Monitoring Account Ref. No.: 17-4207

## APPROVING AGENCY

Contact: Fire Department Santa Fe City

Telephone: 505 955-3310

## TYPE TRANSMISSION

- ☐ McCulloh
- ☐ Multiplex
- ☒ Digital
- ☐ Reverse Priority
- ☐ RF
- ☐ Other (Specify) \_\_\_\_\_

## SERVICE

- ☐ Weekly
- ☐ Monthly
- ☐ Quarterly
- ☒ Semiannually
- ☐ Annually
- ☐ Other (Specify) \_\_\_\_\_

Control Unit Manufacturer: EVAX

Circuit Styles: Y, B

Number of Circuits: 4

Software Rev.: 6.03

Last Date System Had Any Service Performed: 3/18

Last Date that Any Software or Configuration Was Revised: \_\_\_\_\_

Model No.: EF3

## ALARM-INITIATING DEVICES AND CIRCUIT INFORMATION

Quantity	Circuit Style
<u>15</u>	<u>Y, B</u>
<u>10</u>	<u>Y, B</u>
<u>8</u>	<u>Y, B</u>
<u>6</u>	<u>Y, B</u>

Manual Fire Alarm Boxes

Ion Detectors

Photo Detectors

Duct Detectors

Heat Detectors

Waterflow Switches

Supervisory Switches

Other (Specify): \_\_\_\_\_

### ALARM NOTIFICATION APPLIANCES AND CIRCUIT INFORMATION

Quantity	Circuit Style	
_____	_____	Bells
_____	_____	Horns
_____	_____	Chimes
23	Y, B	Strobes
19	Y, B	Speakers
		Other (Specify): _____

No. of alarm notification appliance circuits: 3

Are circuits monitored for integrity? ☒ Yes ☐ No

### SUPERVISORY SIGNAL-INITIATING DEVICES AND CIRCUIT INFORMATION

Quantity	Circuit Style	
_____	_____	Building Temp.
_____	_____	Site Water Temp.
_____	_____	Site Water Level
_____	_____	Fire Pump Power
_____	_____	Fire Pump Running
_____	_____	Fire Pump Auto Position
_____	_____	Fire Pump or Pump Controller Trouble
_____	_____	Fire Pump Running
_____	_____	Generator In Auto Position
_____	_____	Generator or Controller Trouble
_____	_____	Switch Transfer
_____	_____	Generator Engine Running
_____	_____	Other: _____

N/A

### SIGNALING LINE CIRCUITS

Quantity and style (See NFPA 72, Table 3-6) of signaling line circuits connected to system:

Quantity 1 Style(s) Y, B

### SYSTEM POWER SUPPLIES

- a. Primary (Main): Nominal Voltage 120 V AC, Amps 15  
 Overcurrent Protection: Type FUSE, BREAKER, Amps 8, 15  
 Location (of Primary Supply Panelboard): Electrical Rm  
 Disconnecting Means Location: Panel C Breaker 27
- b. Secondary (Standby):  
12 V x 2 Storage Battery: Amp-Hr. Rating 7AH  
 Calculated capacity to operate system, in hours: 5.94 24 \_\_\_\_\_ 60 \_\_\_\_\_  
 Engine-driven generator dedicated to fire alarm system: \_\_\_\_\_  
 Location of fuel storage: \_\_\_\_\_

### TYPE BATTERY

- ☐ Dry Cell  
☐ Nickel-Cadmium  
☒ Sealed Lead-Acid  
☐ Lead-Acid  
☐ Other (Specify): \_\_\_\_\_

- c. Emergency or standby system used as a backup to primary power supply, instead of using a secondary power supply:

\_\_\_\_\_ Emergency system described in NFPA 70, Article 700  
 \_\_\_\_\_ Legally required standby described in NFPA 70, Article 701  
 \_\_\_\_\_ Optional standby system described in NFPA 70, Article 702, which also meets the performance requirements of Article 700 or 701.

### PRIOR TO ANY TESTING

#### NOTIFICATIONS ARE MADE

	Yes	No	Who	Time
Monitoring Entity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4 Alarm	11:05 AM
Building Occupants	<input checked="" type="checkbox"/>	<input type="checkbox"/>	staff	11:08 AM
Building Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	staff	11:20 AM
Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>		
AHI (Notified) of Any Impairments	<input type="checkbox"/>	<input type="checkbox"/>		

### SYSTEM TESTS AND INSPECTIONS

TYPE	Visible	Functional	Comments
Control Unit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Interface Eq.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Lamps/LEDS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Fuses	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Primary Power Supply	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Trouble Signals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Disconnect Switches	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Ground-Fault Monitoring	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

#### SECONDARY POWER

TYPE	Visible	Functional	Comments
Battery Condition	<input checked="" type="checkbox"/>		27.25 VDC
Load Voltage		<input checked="" type="checkbox"/>	26.28 VDC
Discharge Test		<input checked="" type="checkbox"/>	25.50 VDC
Charger Test		<input checked="" type="checkbox"/>	27.27 VDC
Specific Gravity		N/A <input type="checkbox"/>	

#### TRANSIENT SUPPRESSORS

#### REMOTE ANNUNCIATORS

#### NOTIFICATION APPLIANCES

	Visible	Functional	Comments
Audible	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	H/S science hall north doesn't work
Visual	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Speakers	<input type="checkbox"/>	<input type="checkbox"/>	
Voice Clarity		<input type="checkbox"/>	

### INITIATING AND SUPERVISORY DEVICE TESTS AND INSPECTIONS

Loc. & S/N	Device Type	Visual Check	Functional Test	Factory Setting	Mens. Setting	Pass	Fail
	SMOKC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input type="checkbox"/>
	HEAT	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input type="checkbox"/>
	PULL (2)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input type="checkbox"/>	<input checked="" type="checkbox"/>
	PULL (13)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input type="checkbox"/>
	DUCT	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
	WATER/FLOW	<input type="checkbox"/>	<input type="checkbox"/>	24.1 seconds	to activate	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

**EMERGENCY COMMUNICATIONS EQUIPMENT**

	Visual	Functional	Comments
Phone Set	<input type="checkbox"/>	<input type="checkbox"/>	
Phone Jacks	<input type="checkbox"/>	<input type="checkbox"/>	
Off-Hook Indicator	<input type="checkbox"/>	<input type="checkbox"/>	
Amplifier(s)	<input type="checkbox"/>	<input type="checkbox"/>	
Tone Generator(s)	<input type="checkbox"/>	<input type="checkbox"/>	
Call-in Signal	<input type="checkbox"/>	<input type="checkbox"/>	
System Performance	<input type="checkbox"/>	<input type="checkbox"/>	

**INTERFACE EQUIPMENT**

	Visual	Device Operation	Simulated Operation
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SPECIAL HAZARD SYSTEMS**

(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Special Procedures: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUPERVISING STATION MONITORING**

	Yes	No	Time	Comments
Alarm Signal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11:08-2:54	
Alarm Restoration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	" "	
Trouble Signal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	" "	
Supervisory Signal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	" "	
Supervisory Restoration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	" "	

**NOTIFICATIONS THAT TESTING IS COMPLETE**

	Yes	No	Who	Time
Building Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff	2:56 PM
Monitoring Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alarm	2:56 PM
Building Occupants	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff	2:56 PM
Other (Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>		

The following did not operate correctly: Horn/Stroke in Science Hall South doesn't work, Portable 2, 3 Pull Stations don't work, Ansel not connected to Fire Alarm

System restored to normal operation: Date: 3/13/19 Time: 2:54 PM

**THIS TESTING WAS PERFORMED IN ACCORDANCE WITH APPLICABLE NFPA STANDARDS.**

Name of Inspector: Don Phillips Date: 3-13-19 Time: 2:55 PM  
Signature: \_\_\_\_\_  
Name of Owner or Representative: \_\_\_\_\_  
Date: 3/15/19 Time: 5:02  
Signature: \_\_\_\_\_



5200 PASADENA AVE NE  
SUITE A  
ALBUQUERQUE, NM 87113  
PHONE: 505 884 1844  
FAX: 505 884 1863

INVOICE

**WSF216784**

BILL TO ASSOC CHARTER SCH EDU SRV  
ATTN: ACCOUNTS PAYABLE  
PO BOX 3146  
ALBUQUERQUE, NM 87190-3146

JOB SITE MONTE DEL SOL CHARTER  
4157 WALKING RAIN RD  
SANTA FE, NM 87507-0825

Customer PO	Astea Reference No.	Our Job Number	Invoice Date	Customer No.	Terms
1650	SV1905030155@@1	IL1818	06-19-19	185668	NET 30

Job Description: MONTE DEL SOL CHARTER

Nature of the Call: 5/3/2019 8:54 AM HECTOR LOPEZ: CONNECT EXISTING KITCHEN HOOD ANSUL SYSTEM TO EXISTING FIRE ALARM SYSTEM. REPLACE 2 DAMAGED PULL STATIONS.

Problem Resolution: 5/5/2019 PEDRO VARGAS LOPEZ: WORK INSTALLATION COMPLETED. WAS ADVISED BY PRINCIPLE TO RETURN A DIFFERENT DAY TO TEST SYSTEM DUE TO NOISE.  
5/5/2019 10:02 AM PEDRO VARGAS LOPEZ: WHEN I ARRIVED ON SITE ROBERT THE HEAD MASTER INSTRUCTED ME THAT THERE WOULD NOT BE ANY WORK PREFORMED DURING SCHOOL HRS BECAUSE IT BEING THE END OF THE SCHOOL YEAR AND FINALS TAKING PLACE. HE ALSO SAID WE COULD NOT PREFORM WORK IN KITCHEN BECAUSE THE HAVE HOME EC CLASSES IN KITCHEN. THIS IS ALL GOING TO HAVE TO BE SCHEDULED AFTER HRS.

Invoiced as per work performed

DESCRIPTION	AMOUNT
SERVICE PER QUOTE	
FLAT RATE CHARGE	1,634.00
Gross Amount this Invoice	1,634.00
NEW MEXICO 5.125%	83.74
SANTA FE 3.3125%	54.14
Net Amount Due this Request	1,771.88

PLEASE REMIT PAYMENT TO:  
PO BOX 412007  
BOSTON, MA 02241-2007

Pay This Amount

\*\* Continued \*\*



5200 PASADENA AVE NE  
SUITE A  
ALBUQUERQUE, NM 87113  
PHONE: 505 884 1844  
FAX: 505 884 1863

INVOICE

**WSF216784**

BILL TO ASSOC CHARTER SCH EDU SRV  
ATTN: ACCOUNTS PAYABLE  
PO BOX 3146  
ALBUQUERQUE, NM 87190-3146

JOB SITE MONTE DEL SOL CHARTER  
4157 WALKING RAIN RD  
SANTA FE, NM 87507-0825

Customer PO 1650	Astea Reference No. SV1905030155@@1	Our Job Number IL1818	Invoice Date 06-19-19	Customer No. 185668	Terms NET 30
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DESCRIPTION	AMOUNT
TO PAY VIA EFT/ACH OR CREDIT CARD PLEASE CONTACT OUR LOCAL OFFICE ABOVE.	

THANK YOU FOR YOUR BUSINESS!

Pay This Amount  1,771.88

# Occupancy Detail Report

## MONTE DEL SOL CHARTER SCHOOL

Santa Fe Fire Department

BASIC DATA	
<b>Identification</b>	
Number	16866
Name	MONTE DEL SOL CHARTER SCHOOL
Occupancy Type	Commercial
PrePlan on File	No
<b>Location</b>	
Street	4157 Walking Rain RD
City/State/Zip	Santa Fe NM 87507
Station	St. 7
<b>Phone Numbers</b>	
Phone Number	(505)982-5225

ACTIONS - 1	
<b>Action</b>	
Action	Annual >9001
Assigned to	GREIGO, Geronimo
Assignment date	03.05.2019 00:00:00
Fee	0.00
Duration in hours	0.00
Comments	<p>Shall comply with IFC 2009</p> <p>Shall comply with section 605.5 extension cords. shall not be substitute for permanent wiring</p> <p>Shall clear egress pathways</p> <p>Shall provide ceiling tiles where missing or damaged (fire rated foam or caulking)</p> <p>Shall service fire sprinkler system quarterly</p> <p>Shall service fire alarm annually</p> <p>Shall provide 18" clearance from ceilings</p> <p>Shall hang fire extinguisher 3-5 feet from finished floor</p> <p>Shall not store in Section 315.2 electrical, mechanical, or boiler rooms.</p>

**THE FOUNDATION FOR MONTE DEL SOL CHARTER SCHOOL****Balance Sheet**

As of April 30, 2019

Apr 30, 19

**ASSETS**

## Current Assets

## Checking/Savings

1025 · Paypal	107.79
1030 · LANB Regular Checkng/26401	53,049.27
1035 · LANB Savings/26420	84,868.02
1045 · CASA	653.47
1060 · Athletic Bank Account	58,345.95

Total Checking/Savings 197,024.50

Total Current Assets 197,024.50

## Fixed Assets

1100 · Land	425,000.00
1200 · Buildings & Facilities	1,943,814.72

1600 · Software 0.00

1900 · Settlement Charges 11,343.98

Total Fixed Assets 2,380,158.70

**TOTAL ASSETS** 2,577,183.20

**LIABILITIES & EQUITY**

## Liabilities

## Long Term Liabilities

2500 · Restricted Funds 28,702.00

2600 · LANB Mortgage 04/2017 2,114,561.57

Total Long Term Liabilities 2,143,263.57

Total Liabilities 2,143,263.57

## Equity

32000 · Retained Earnings 390,784.63

Net Income 43,135.00

Total Equity 433,919.63

**TOTAL LIABILITIES & EQUITY** 2,577,183.20

LEASE AGREEMENT WITH OPTION TO PURCHASE

Between

THE FOUNDATION FOR MONTE DEL SOL CHARTER SCHOOL  
as Lessor

and

MONTE DEL SOL CHARTER SCHOOL  
as Lessee

Dated as of October 18, 2012

THIS LEASE AGREEMENT WITH OPTION TO PURCHASE (this "Agreement"), is made this 18 day of October, 2012, between The Foundation for Monte Del Sol Charter School ("Lessor"), a New Mexico not-for-profit corporation, and Monte Del Sol Charter School ("Lessee"), a New Mexico public charter school.

### Recitals

A. Lessee is a New Mexico charter school, authorized to enter into "lease purchase arrangements" under the New Mexico Public School Lease Purchase Act, Sections 22-26A-1 to 22-26A-20 NMSA 1978 (the "Lease Purchase Act").

B. Lessee has determined that it is necessary and desirable to lease, and subject to certain contingencies, purchase from Lessor a certain parcel of land and real property improvements (the "School Site") all as described in Exhibit A.

C. Lessor and Lessee previously entered into a Commercial Triple Net Lease With Purchase Option ("Commercial Lease") dated September 1, 2010 for the School Site; this Agreement is intended to replace and supersede that Commercial Lease.

D. At the time of initial occupancy by Lessee, Lessor warranted that the School Site met applicable Statewide Adequacy Standards. Lessee has agreed that, after the exercise of Lessee's option to purchase conveyed herein, Lessee shall provide all necessary improvements on the School Site so that the School Site meets any additional current applicable Statewide Adequacy Standards for public schools.

### Agreement

## ARTICLE I

### DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

"Agreement Payment" means any payment due from Lessee to Lessor under this Agreement.

"Capital Outlay Act" means the Public School Capital Outlay Act, Chapter 22, Article 24 NMSA 1978.

"Charter Schools Act" means the Charter Schools Act, Chapter 22, Article 8B NMSA 1978.

"Commencement Date" has the meaning assigned in Section 4.1.

"Improvements" means the facility improvements the Lessor will make to the School Site to meet the State Adequacy Standards.

"Lease Purchase Act" means the Public School Lease Purchase Act, Chapter 22, Article 26A NMSA 1978.

"Lessee Representative" means the Head Learner or Governing Council President or other designated person delegated the authority by the Governing Council President to act on behalf of Lessee under or with respect to this Agreement, as evidenced by a document conferring such authority executed by the Lessee's governing body and delivered to Lessor or Lessor's Representative.

"Lessor Representative" means the person acting in the capacity of the Chairman of the Board or president of Lessor or other designated person delegated the authority to act on behalf of Lessor under or with respect to this Agreement, as evidenced by a document conferring such authority executed by an officer of Lessor, given to Lessee or a Lessee Representative.

"Net Proceeds" means any insurance proceeds or condemnation award paid with respect to the School Site, remaining after payment therefrom of all expenses incurred in the collection thereof.

"NMPSIA" means New Mexico Public School Insurance Authority

"Outlay Council" means the New Mexico Public School Capital Outlay Council.

"Option to Purchase" means the right of Lessee to purchase the School Site in accordance with the terms of Article VI.

"PSFA" means the New Mexico Public School Facilities Authority.

"School Site" means the a certain parcel of land and real property improvements (the "School Site") all as described in Exhibit A.

"Statewide Adequacy Standards" means the standards set forth by the Public School Capital Outlay Council in 6.27.30.1 NMAC, *et seq.* or any successor provisions, and includes applicable waivers given to charter schools in general or variances granted to the Lessee specifically.

"Term" means the term of this Agreement, including any renewal term.

"Triple Net Lease" means all expenses related to the Premises including but not limited to repairs and maintenance; utilities of gas, electric, water, sewer, garbage, and telecommunications; insurance; property taxes; shall be the sole cost of Tenant (Lessee), and Landord (Lessor) shall only have responsibility for debt service expense related to any mortgage encumbering the Premises.

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A - Plat of School Site and legal description

Exhibit B - Copy of the New Mexico Public Education Department's approval of this Agreement.,

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

(a) Lessee is a duly formed and validly existing public school, formed and existing under the Charter Schools Act.

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

(c) The representatives of Lessee executing this Agreement have been duly authorized to execute and deliver this Agreement under the terms and provisions of a resolution of Lessee's governing body or by other appropriate official action.

(d) The Lessee has complied with all open meeting laws applicable to actions of Lessee with respect to this Agreement and acquisition of the School Site, and all other state and federal laws applicable to this Agreement.

(e) Except as otherwise provided under the terms of this Agreement, Lessee will not transfer, lease, assign, mortgage or encumber this Agreement or the School Site.

(f) Lessee will use and occupy the School Site for the primary purpose of a public school and related activities thereto and for such other public purposes as may be lawfully authorized or permitted by the Lessee.

(g) Lessee will conform and comply with all applicable municipal, state and federal ordinances, laws, rules and regulations in using the School Site, and will not use or suffer to be used the School Site in any manner which contravenes any applicable municipal, state or federal ordinance, law, rule or regulation, or so as to create any nuisance.

(h) Lessee will use its best efforts to purchase the School Site from Lessor with funds obtained from grant assistance from the Outlay Council or from other available revenue or

funding sources at the earliest possible time, but in no event later than thirty (30) years from the date the Agreement is executed.

Section 2.2. Representations, Covenants and Warranties of Lessor.

Lessor represents, covenants and warrants as follows:

(a) Lessor is a not-for-profit corporation duly organized, existing and in good standing under the laws of the State of New Mexico; has full and complete power to enter into this Agreement and to enter into and carry out the transactions contemplated hereby, and to carry out its obligations under this Agreement; and is possessed of full power to own and hold real and personal property, and to lease the same and has duly authorized the execution and delivery of this Agreement.

(b) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated hereby and thereby, conflicts with or will result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party.

ARTICLE III

AUTHORIZATION OF AGREEMENT

Section 3.1. Agreement. Lessor hereby leases the School Site to Lessee, and Lessee hereby leases the School Site from Lessor, upon the terms and conditions set forth in this Agreement.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants with respect to the School Site, to provide Lessee during the Term with quiet use and enjoyment of the School Site, and Lessee shall during the Term peaceably and quietly have and hold and enjoy the School Site, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.3. Lessor Access to School Site. Lessee agrees that during the term of this Agreement following the issuance of the Certificate of Occupancy or the Commencement Date of this Agreement, Lessor shall have the right during Lessee's normal working hours on Lessee's normal working days, upon compliance with any security requirements imposed by Lessee and upon reasonable notice, to enter on and examine and inspect the School Site for the purpose of assuring that the School Site is being properly maintained, preserved and kept in good repair and condition. Lessee further agrees that Lessor shall have such rights of access to the School Site as may be reasonably necessary to cause the proper maintenance of the School Site in the event of failure by Lessee to perform its obligations hereunder, provided that at no time shall Lessor be compelled or required to make any improvements, alterations or additions to the School Site.

Section 3.4. Obligation to Maintain Statewide Adequacy Standards. Lessor acknowledges that the Lessee is a public school, and that as such it is required to locate in facilities that meet Educational Occupancy standards of the applicable building/health/safety

codes, and that meet the PSFA's Statewide Adequacy Standards, unless waived or subject to variance. Lessor warrants that at the time of initial permitting for the School's occupancy, the School Site met applicable State Adequacy Standards. Prior to exercise of the Option to Purchase herein, Lessor agrees to maintain the School Site to any additional applicable State Adequacy Standards during the Term at no additional cost to Lessee. After the exercise of the Option to Purchase by Lessee, Lessee agrees to maintain the School Site during the Term at no cost to Lessor in compliance with the Statewide Adequacy Standards. The parties agree to cooperate with each other in seeking/obtaining variances that are appropriate under the circumstances.

## ARTICLE IV

### TERM OF AGREEMENT

Section 4.1. Term. The Term shall commence upon the receipt by Lessor of the Certificate of Occupancy or, if none is required, on the date first covered by the first Agreement Payment (the "Commencement Date"), and shall continue for thirty (30) years .

Section 4.2. Termination of Term. The Term will terminate upon the occurrence of the first of the following events:

- (a) the purchase of the School Site by the Lessee pursuant to Article VI of this Agreement;
- (b) a default by Lessee and Lessor's election to terminate this Agreement pursuant to Article XI;
- (c) a default by Lessor and Lessee's election to terminate this Agreement pursuant to Article XI;
- (d) if sufficient funds are not available to Lessee to make the Agreement Payment(s);  
or
- (e) Lessee's charter is revoked or not renewed by its authorizer and said revocation/nonrenewal is not reversed on appeal.

Section 4.3. There is no legal obligation for the lesee to continue this Agreement from year to year or to purchase the building or other real property.

## ARTICLE V

### AGREEMENT RENTAL PAYMENTS

Section 5.1. Agreement Payments.

(a) Lessee agrees to pay Lessor and Lessor agrees to accept as full rent payment for the School Site a sum equal to \$21,146.00 (twenty one thousand one hundred and forty six dollars) the ("Base Rent"), payable monthly on the first day of the first month following the Commencement Date and each succeeding month throughout the term of the Agreement. Any partial month will be calculated on a pro rata basis. The Base Rent shall not be adjusted as a result of capital improvements to the building or real property made by Lessee, the Santa Fe Public School District or the state without written approvals as may be required by the Public School Lease Purchase Act. The Base Rent shall be subject to review on an annual basis and may be adjusted based on lease reimbursement payments set by the State, but in no event shall be adjusted to an amount less than the monthly Base Rent and other loan amounts owed by Lessor.

(b) Lessee and Lessor agree that the Base Rent payments, as used in this Section 5.1 hereof, do not include payments for repair, taxes, assessments, insurance premiums, government, public and private utility rates and charges, licenses and fees, maintenance, operating expenses and the like (including but not limited to any related fines, penalties, interest and costs with respect to the foregoing), which are otherwise obligations of Lessee as Facility Costs under the terms of Section 7.1 of this Agreement. Lessee and Lessor agree that this is a triple net lease.

## ARTICLE VI

### CONTINGENT OPTION TO PURCHASE

Section 6.1. Option to purchase. Lessor grants to Lessee the option to purchase the School Site at the time, for the consideration, and upon the terms and conditions set forth in this Article.

Section 6.2. Option date, term. Lessee may purchase the School Site at any time prior to the termination of this Lease, provided that Lessee provides Lessor with thirty (30) days prior notice of Lessee's exercise of this option, after which Lessee's payments of Base Rent shall thereafter be applied to and shall reduce the Option Price set forth in Section 6.5 below until the Option Price is fully paid. If this option is not exercised and the sale and transfer of the property is not completed on or prior to the sixtieth (60th) day following the termination of this Lease, this option shall expire and thereafter be of no further force or effect.

Section 6.3. Exercise of option. Lessee's election to exercise this option must be evidenced by a written notice addressed to Lessor, sent by registered or certified mail to Lessor's office or to any other place designated by Lessor by written notice to Lessee.

Section 6.4. Option Price. The Option Price shall be the greater of \$1.00 or the remaining balance of the agreed upon Purchase Price as defined in Section 6.5.

Section 6.5. Purchase Price on Exercise of Option. If Lessee intends to exercise the option to purchase, the price to be paid by Lessee to Lessor for the School Site shall be as follows:

Sales Price	\$3,939,111.07				
Interest Rate	0.05				
Schedule	30				
Payment	\$21,146.00				
	<b>Beg Bal</b>	<b>Interest</b>	<b>Principal</b>	<b>Pmt</b>	<b>End Balance</b>
1	\$3,939,111.07	\$16,412.96	\$4,733.04	\$21,146.00	\$3,934,378.04
2	\$3,934,378.04	\$16,393.24	\$4,752.76	\$21,146.00	\$3,929,625.28
3	\$3,929,625.28	\$16,373.44	\$4,772.56	\$21,146.00	\$3,924,852.72
4	\$3,924,852.72	\$16,353.55	\$4,792.45	\$21,146.00	\$3,920,060.27
5	\$3,920,060.27	\$16,333.58	\$4,812.42	\$21,146.00	\$3,915,247.85
6	\$3,915,247.85	\$16,313.53	\$4,832.47	\$21,146.00	\$3,910,415.39
7	\$3,910,415.39	\$16,293.40	\$4,852.60	\$21,146.00	\$3,905,562.78
8	\$3,905,562.78	\$16,273.18	\$4,872.82	\$21,146.00	\$3,900,689.96
9	\$3,900,689.96	\$16,252.87	\$4,893.13	\$21,146.00	\$3,895,796.84
10	\$3,895,796.84	\$16,232.49	\$4,913.51	\$21,146.00	\$3,890,883.32
11	\$3,890,883.32	\$16,212.01	\$4,933.99	\$21,146.00	\$3,885,949.34
12	\$3,885,949.34	\$16,191.46	\$4,954.54	\$21,146.00	\$3,880,994.79
13	\$3,880,994.79	\$16,170.81	\$4,975.19	\$21,146.00	\$3,876,019.61
14	\$3,876,019.61	\$16,150.08	\$4,995.92	\$21,146.00	\$3,871,023.69
15	\$3,871,023.69	\$16,129.27	\$5,016.73	\$21,146.00	\$3,866,006.95
16	\$3,866,006.95	\$16,108.36	\$5,037.64	\$21,146.00	\$3,860,969.32
17	\$3,860,969.32	\$16,087.37	\$5,058.63	\$21,146.00	\$3,855,910.69
18	\$3,855,910.69	\$16,066.29	\$5,079.71	\$21,146.00	\$3,850,830.98
19	\$3,850,830.98	\$16,045.13	\$5,100.87	\$21,146.00	\$3,845,730.11
20	\$3,845,730.11	\$16,023.88	\$5,122.12	\$21,146.00	\$3,840,607.99
21	\$3,840,607.99	\$16,002.53	\$5,143.47	\$21,146.00	\$3,835,464.52
22	\$3,835,464.52	\$15,981.10	\$5,164.90	\$21,146.00	\$3,830,299.62
23	\$3,830,299.62	\$15,959.58	\$5,186.42	\$21,146.00	\$3,825,113.20
24	\$3,825,113.20	\$15,937.97	\$5,208.03	\$21,146.00	\$3,819,905.18
25	\$3,819,905.18	\$15,916.27	\$5,229.73	\$21,146.00	\$3,814,675.45
26	\$3,814,675.45	\$15,894.48	\$5,251.52	\$21,146.00	\$3,809,423.93
27	\$3,809,423.93	\$15,872.60	\$5,273.40	\$21,146.00	\$3,804,150.53
28	\$3,804,150.53	\$15,850.63	\$5,295.37	\$21,146.00	\$3,798,855.15
29	\$3,798,855.15	\$15,828.56	\$5,317.44	\$21,146.00	\$3,793,537.72
30	\$3,793,537.72	\$15,806.41	\$5,339.59	\$21,146.00	\$3,788,198.13
31	\$3,788,198.13	\$15,784.16	\$5,361.84	\$21,146.00	\$3,782,836.28
32	\$3,782,836.28	\$15,761.82	\$5,384.18	\$21,146.00	\$3,777,452.10

	Beg Bal	Interest	Principal	Pmt	End Balance
33	\$3,777,452.10	\$15,739.38	\$5,406.62	\$21,146.00	\$3,772,045.49
34	\$3,772,045.49	\$15,716.86	\$5,429.14	\$21,146.00	\$3,766,616.34
35	\$3,766,616.34	\$15,694.23	\$5,451.77	\$21,146.00	\$3,761,164.58
36	\$3,761,164.58	\$15,671.52	\$5,474.48	\$21,146.00	\$3,755,690.10
37	\$3,755,690.10	\$15,648.71	\$5,497.29	\$21,146.00	\$3,750,192.80
38	\$3,750,192.80	\$15,625.80	\$5,520.20	\$21,146.00	\$3,744,672.61
39	\$3,744,672.61	\$15,602.80	\$5,543.20	\$21,146.00	\$3,739,129.41
40	\$3,739,129.41	\$15,579.71	\$5,566.29	\$21,146.00	\$3,733,563.12
41	\$3,733,563.12	\$15,556.51	\$5,589.49	\$21,146.00	\$3,727,973.63
42	\$3,727,973.63	\$15,533.22	\$5,612.78	\$21,146.00	\$3,722,360.85
43	\$3,722,360.85	\$15,509.84	\$5,636.16	\$21,146.00	\$3,716,724.69
44	\$3,716,724.69	\$15,486.35	\$5,659.65	\$21,146.00	\$3,711,065.04
45	\$3,711,065.04	\$15,462.77	\$5,683.23	\$21,146.00	\$3,705,381.81
46	\$3,705,381.81	\$15,439.09	\$5,706.91	\$21,146.00	\$3,699,674.90
47	\$3,699,674.90	\$15,415.31	\$5,730.69	\$21,146.00	\$3,693,944.22
48	\$3,693,944.22	\$15,391.43	\$5,754.57	\$21,146.00	\$3,688,189.65
49	\$3,688,189.65	\$15,367.46	\$5,778.54	\$21,146.00	\$3,682,411.11
50	\$3,682,411.11	\$15,343.38	\$5,802.62	\$21,146.00	\$3,676,608.49
51	\$3,676,608.49	\$15,319.20	\$5,826.80	\$21,146.00	\$3,670,781.69
52	\$3,670,781.69	\$15,294.92	\$5,851.08	\$21,146.00	\$3,664,930.61
53	\$3,664,930.61	\$15,270.54	\$5,875.46	\$21,146.00	\$3,659,055.16
54	\$3,659,055.16	\$15,246.06	\$5,899.94	\$21,146.00	\$3,653,155.22
55	\$3,653,155.22	\$15,221.48	\$5,924.52	\$21,146.00	\$3,647,230.70
56	\$3,647,230.70	\$15,196.79	\$5,949.21	\$21,146.00	\$3,641,281.49
57	\$3,641,281.49	\$15,172.01	\$5,973.99	\$21,146.00	\$3,635,307.50
58	\$3,635,307.50	\$15,147.11	\$5,998.89	\$21,146.00	\$3,629,308.62
59	\$3,629,308.62	\$15,122.12	\$6,023.88	\$21,146.00	\$3,623,284.73
60	\$3,623,284.73	\$15,097.02	\$6,048.98	\$21,146.00	\$3,617,235.75
61	\$3,617,235.75	\$15,071.82	\$6,074.18	\$21,146.00	\$3,611,161.57
62	\$3,611,161.57	\$15,046.51	\$6,099.49	\$21,146.00	\$3,605,062.08
63	\$3,605,062.08	\$15,021.09	\$6,124.91	\$21,146.00	\$3,598,937.17
64	\$3,598,937.17	\$14,995.57	\$6,150.43	\$21,146.00	\$3,592,786.74
65	\$3,592,786.74	\$14,969.94	\$6,176.06	\$21,146.00	\$3,586,610.69
66	\$3,586,610.69	\$14,944.21	\$6,201.79	\$21,146.00	\$3,580,408.90
67	\$3,580,408.90	\$14,918.37	\$6,227.63	\$21,146.00	\$3,574,181.27
68	\$3,574,181.27	\$14,892.42	\$6,253.58	\$21,146.00	\$3,567,927.69
69	\$3,567,927.69	\$14,866.37	\$6,279.63	\$21,146.00	\$3,561,648.05
70	\$3,561,648.05	\$14,840.20	\$6,305.80	\$21,146.00	\$3,555,342.25
71	\$3,555,342.25	\$14,813.93	\$6,332.07	\$21,146.00	\$3,549,010.18
72	\$3,549,010.18	\$14,787.54	\$6,358.46	\$21,146.00	\$3,542,651.72
73	\$3,542,651.72	\$14,761.05	\$6,384.95	\$21,146.00	\$3,536,266.77

	Beg Bal	Interest	Principal	Pmt	End Balance
74	\$3,536,266.77	\$14,734.44	\$6,411.56	\$21,146.00	\$3,529,855.22
75	\$3,529,855.22	\$14,707.73	\$6,438.27	\$21,146.00	\$3,523,416.95
76	\$3,523,416.95	\$14,680.90	\$6,465.10	\$21,146.00	\$3,516,951.85
77	\$3,516,951.85	\$14,653.97	\$6,492.03	\$21,146.00	\$3,510,459.82
78	\$3,510,459.82	\$14,626.92	\$6,519.08	\$21,146.00	\$3,503,940.73
79	\$3,503,940.73	\$14,599.75	\$6,546.25	\$21,146.00	\$3,497,394.49
80	\$3,497,394.49	\$14,572.48	\$6,573.52	\$21,146.00	\$3,490,820.96
81	\$3,490,820.96	\$14,545.09	\$6,600.91	\$21,146.00	\$3,484,220.05
82	\$3,484,220.05	\$14,517.58	\$6,628.42	\$21,146.00	\$3,477,591.63
83	\$3,477,591.63	\$14,489.97	\$6,656.03	\$21,146.00	\$3,470,935.60
84	\$3,470,935.60	\$14,462.23	\$6,683.77	\$21,146.00	\$3,464,251.83
85	\$3,464,251.83	\$14,434.38	\$6,711.62	\$21,146.00	\$3,457,540.21
86	\$3,457,540.21	\$14,406.42	\$6,739.58	\$21,146.00	\$3,450,800.63
87	\$3,450,800.63	\$14,378.34	\$6,767.66	\$21,146.00	\$3,444,032.97
88	\$3,444,032.97	\$14,350.14	\$6,795.86	\$21,146.00	\$3,437,237.10
89	\$3,437,237.10	\$14,321.82	\$6,824.18	\$21,146.00	\$3,430,412.93
90	\$3,430,412.93	\$14,293.39	\$6,852.61	\$21,146.00	\$3,423,560.31
91	\$3,423,560.31	\$14,264.83	\$6,881.17	\$21,146.00	\$3,416,679.15
92	\$3,416,679.15	\$14,236.16	\$6,909.84	\$21,146.00	\$3,409,769.31
93	\$3,409,769.31	\$14,207.37	\$6,938.63	\$21,146.00	\$3,402,830.68
94	\$3,402,830.68	\$14,178.46	\$6,967.54	\$21,146.00	\$3,395,863.14
95	\$3,395,863.14	\$14,149.43	\$6,996.57	\$21,146.00	\$3,388,866.57
96	\$3,388,866.57	\$14,120.28	\$7,025.72	\$21,146.00	\$3,381,840.85
97	\$3,381,840.85	\$14,091.00	\$7,055.00	\$21,146.00	\$3,374,785.85
98	\$3,374,785.85	\$14,061.61	\$7,084.39	\$21,146.00	\$3,367,701.46
99	\$3,367,701.46	\$14,032.09	\$7,113.91	\$21,146.00	\$3,360,587.55
100	\$3,360,587.55	\$14,002.45	\$7,143.55	\$21,146.00	\$3,353,444.00
101	\$3,353,444.00	\$13,972.68	\$7,173.32	\$21,146.00	\$3,346,270.68
102	\$3,346,270.68	\$13,942.79	\$7,203.21	\$21,146.00	\$3,339,067.48
103	\$3,339,067.48	\$13,912.78	\$7,233.22	\$21,146.00	\$3,331,834.26
104	\$3,331,834.26	\$13,882.64	\$7,263.36	\$21,146.00	\$3,324,570.90
105	\$3,324,570.90	\$13,852.38	\$7,293.62	\$21,146.00	\$3,317,277.28
106	\$3,317,277.28	\$13,821.99	\$7,324.01	\$21,146.00	\$3,309,953.27
107	\$3,309,953.27	\$13,791.47	\$7,354.53	\$21,146.00	\$3,302,598.74
108	\$3,302,598.74	\$13,760.83	\$7,385.17	\$21,146.00	\$3,295,213.57
109	\$3,295,213.57	\$13,730.06	\$7,415.94	\$21,146.00	\$3,287,797.62
110	\$3,287,797.62	\$13,699.16	\$7,446.84	\$21,146.00	\$3,280,350.78
111	\$3,280,350.78	\$13,668.13	\$7,477.87	\$21,146.00	\$3,272,872.91
112	\$3,272,872.91	\$13,636.97	\$7,509.03	\$21,146.00	\$3,265,363.88
113	\$3,265,363.88	\$13,605.68	\$7,540.32	\$21,146.00	\$3,257,823.56
114	\$3,257,823.56	\$13,574.26	\$7,571.74	\$21,146.00	\$3,250,251.83

	Beg Bal	Interest	Principal	Pmt	End Balance
115	\$3,250,251.83	\$13,542.72	\$7,603.28	\$21,146.00	\$3,242,648.54
116	\$3,242,648.54	\$13,511.04	\$7,634.96	\$21,146.00	\$3,235,013.58
117	\$3,235,013.58	\$13,479.22	\$7,666.78	\$21,146.00	\$3,227,346.80
118	\$3,227,346.80	\$13,447.28	\$7,698.72	\$21,146.00	\$3,219,648.08
119	\$3,219,648.08	\$13,415.20	\$7,730.80	\$21,146.00	\$3,211,917.28
120	\$3,211,917.28	\$13,382.99	\$7,763.01	\$21,146.00	\$3,204,154.27
121	\$3,204,154.27	\$13,350.64	\$7,795.36	\$21,146.00	\$3,196,358.91
122	\$3,196,358.91	\$13,318.16	\$7,827.84	\$21,146.00	\$3,188,531.08
123	\$3,188,531.08	\$13,285.55	\$7,860.45	\$21,146.00	\$3,180,670.62
124	\$3,180,670.62	\$13,252.79	\$7,893.21	\$21,146.00	\$3,172,777.42
125	\$3,172,777.42	\$13,219.91	\$7,926.09	\$21,146.00	\$3,164,851.32
126	\$3,164,851.32	\$13,186.88	\$7,959.12	\$21,146.00	\$3,156,892.20
127	\$3,156,892.20	\$13,153.72	\$7,992.28	\$21,146.00	\$3,148,899.92
128	\$3,148,899.92	\$13,120.42	\$8,025.58	\$21,146.00	\$3,140,874.34
129	\$3,140,874.34	\$13,086.98	\$8,059.02	\$21,146.00	\$3,132,815.31
130	\$3,132,815.31	\$13,053.40	\$8,092.60	\$21,146.00	\$3,124,722.71
131	\$3,124,722.71	\$13,019.68	\$8,126.32	\$21,146.00	\$3,116,596.39
132	\$3,116,596.39	\$12,985.82	\$8,160.18	\$21,146.00	\$3,108,436.21
133	\$3,108,436.21	\$12,951.82	\$8,194.18	\$21,146.00	\$3,100,242.02
134	\$3,100,242.02	\$12,917.68	\$8,228.32	\$21,146.00	\$3,092,013.70
135	\$3,092,013.70	\$12,883.39	\$8,262.61	\$21,146.00	\$3,083,751.09
136	\$3,083,751.09	\$12,848.96	\$8,297.04	\$21,146.00	\$3,075,454.05
137	\$3,075,454.05	\$12,814.39	\$8,331.61	\$21,146.00	\$3,067,122.44
138	\$3,067,122.44	\$12,779.68	\$8,366.32	\$21,146.00	\$3,058,756.12
139	\$3,058,756.12	\$12,744.82	\$8,401.18	\$21,146.00	\$3,050,354.94
140	\$3,050,354.94	\$12,709.81	\$8,436.19	\$21,146.00	\$3,041,918.75
141	\$3,041,918.75	\$12,674.66	\$8,471.34	\$21,146.00	\$3,033,447.41
142	\$3,033,447.41	\$12,639.36	\$8,506.64	\$21,146.00	\$3,024,940.78
143	\$3,024,940.78	\$12,603.92	\$8,542.08	\$21,146.00	\$3,016,398.70
144	\$3,016,398.70	\$12,568.33	\$8,577.67	\$21,146.00	\$3,007,821.02
145	\$3,007,821.02	\$12,532.59	\$8,613.41	\$21,146.00	\$2,999,207.61
146	\$2,999,207.61	\$12,496.70	\$8,649.30	\$21,146.00	\$2,990,558.31
147	\$2,990,558.31	\$12,460.66	\$8,685.34	\$21,146.00	\$2,981,872.97
148	\$2,981,872.97	\$12,424.47	\$8,721.53	\$21,146.00	\$2,973,151.44
149	\$2,973,151.44	\$12,388.13	\$8,757.87	\$21,146.00	\$2,964,393.57
150	\$2,964,393.57	\$12,351.64	\$8,794.36	\$21,146.00	\$2,955,599.21
151	\$2,955,599.21	\$12,315.00	\$8,831.00	\$21,146.00	\$2,946,768.21
152	\$2,946,768.21	\$12,278.20	\$8,867.80	\$21,146.00	\$2,937,900.41
153	\$2,937,900.41	\$12,241.25	\$8,904.75	\$21,146.00	\$2,928,995.66
154	\$2,928,995.66	\$12,204.15	\$8,941.85	\$21,146.00	\$2,920,053.81
155	\$2,920,053.81	\$12,166.89	\$8,979.11	\$21,146.00	\$2,911,074.70

	Beg Bal	Interest	Principal	Pmt	End Balance
156	\$2,911,074.70	\$12,129.48	\$9,016.52	\$21,146.00	\$2,902,058.18
157	\$2,902,058.18	\$12,091.91	\$9,054.09	\$21,146.00	\$2,893,004.09
158	\$2,893,004.09	\$12,054.18	\$9,091.82	\$21,146.00	\$2,883,912.27
159	\$2,883,912.27	\$12,016.30	\$9,129.70	\$21,146.00	\$2,874,782.57
160	\$2,874,782.57	\$11,978.26	\$9,167.74	\$21,146.00	\$2,865,614.83
161	\$2,865,614.83	\$11,940.06	\$9,205.94	\$21,146.00	\$2,856,408.89
162	\$2,856,408.89	\$11,901.70	\$9,244.30	\$21,146.00	\$2,847,164.60
163	\$2,847,164.60	\$11,863.19	\$9,282.81	\$21,146.00	\$2,837,881.78
164	\$2,837,881.78	\$11,824.51	\$9,321.49	\$21,146.00	\$2,828,560.29
165	\$2,828,560.29	\$11,785.67	\$9,360.33	\$21,146.00	\$2,819,199.96
166	\$2,819,199.96	\$11,746.67	\$9,399.33	\$21,146.00	\$2,809,800.62
167	\$2,809,800.62	\$11,707.50	\$9,438.50	\$21,146.00	\$2,800,362.13
168	\$2,800,362.13	\$11,668.18	\$9,477.82	\$21,146.00	\$2,790,884.30
169	\$2,790,884.30	\$11,628.68	\$9,517.32	\$21,146.00	\$2,781,366.99
170	\$2,781,366.99	\$11,589.03	\$9,556.97	\$21,146.00	\$2,771,810.02
171	\$2,771,810.02	\$11,549.21	\$9,596.79	\$21,146.00	\$2,762,213.22
172	\$2,762,213.22	\$11,509.22	\$9,636.78	\$21,146.00	\$2,752,576.45
173	\$2,752,576.45	\$11,469.07	\$9,676.93	\$21,146.00	\$2,742,899.52
174	\$2,742,899.52	\$11,428.75	\$9,717.25	\$21,146.00	\$2,733,182.26
175	\$2,733,182.26	\$11,388.26	\$9,757.74	\$21,146.00	\$2,723,424.52
176	\$2,723,424.52	\$11,347.60	\$9,798.40	\$21,146.00	\$2,713,626.12
177	\$2,713,626.12	\$11,306.78	\$9,839.22	\$21,146.00	\$2,703,786.90
178	\$2,703,786.90	\$11,265.78	\$9,880.22	\$21,146.00	\$2,693,906.68
179	\$2,693,906.68	\$11,224.61	\$9,921.39	\$21,146.00	\$2,683,985.29
180	\$2,683,985.29	\$11,183.27	\$9,962.73	\$21,146.00	\$2,674,022.56
181	\$2,674,022.56	\$11,141.76	\$10,004.24	\$21,146.00	\$2,664,018.32
182	\$2,664,018.32	\$11,100.08	\$10,045.92	\$21,146.00	\$2,653,972.40
183	\$2,653,972.40	\$11,058.22	\$10,087.78	\$21,146.00	\$2,643,884.62
184	\$2,643,884.62	\$11,016.19	\$10,129.81	\$21,146.00	\$2,633,754.80
185	\$2,633,754.80	\$10,973.98	\$10,172.02	\$21,146.00	\$2,623,582.78
186	\$2,623,582.78	\$10,931.59	\$10,214.41	\$21,146.00	\$2,613,368.38
187	\$2,613,368.38	\$10,889.03	\$10,256.97	\$21,146.00	\$2,603,111.41
188	\$2,603,111.41	\$10,846.30	\$10,299.70	\$21,146.00	\$2,592,811.71
189	\$2,592,811.71	\$10,803.38	\$10,342.62	\$21,146.00	\$2,582,469.09
190	\$2,582,469.09	\$10,760.29	\$10,385.71	\$21,146.00	\$2,572,083.38
191	\$2,572,083.38	\$10,717.01	\$10,428.99	\$21,146.00	\$2,561,654.39
192	\$2,561,654.39	\$10,673.56	\$10,472.44	\$21,146.00	\$2,551,181.95
193	\$2,551,181.95	\$10,629.92	\$10,516.08	\$21,146.00	\$2,540,665.88
194	\$2,540,665.88	\$10,586.11	\$10,559.89	\$21,146.00	\$2,530,105.99
195	\$2,530,105.99	\$10,542.11	\$10,603.89	\$21,146.00	\$2,519,502.09
196	\$2,519,502.09	\$10,497.93	\$10,648.07	\$21,146.00	\$2,508,854.02

	Beg Bal	Interest	Principal	Pmt	End Balance
197	\$2,508,854.02	\$10,453.56	\$10,692.44	\$21,146.00	\$2,498,161.58
198	\$2,498,161.58	\$10,409.01	\$10,736.99	\$21,146.00	\$2,487,424.58
199	\$2,487,424.58	\$10,364.27	\$10,781.73	\$21,146.00	\$2,476,642.85
200	\$2,476,642.85	\$10,319.35	\$10,826.65	\$21,146.00	\$2,465,816.20
201	\$2,465,816.20	\$10,274.23	\$10,871.77	\$21,146.00	\$2,454,944.43
202	\$2,454,944.43	\$10,228.94	\$10,917.06	\$21,146.00	\$2,444,027.37
203	\$2,444,027.37	\$10,183.45	\$10,962.55	\$21,146.00	\$2,433,064.82
204	\$2,433,064.82	\$10,137.77	\$11,008.23	\$21,146.00	\$2,422,056.59
205	\$2,422,056.59	\$10,091.90	\$11,054.10	\$21,146.00	\$2,411,002.49
206	\$2,411,002.49	\$10,045.84	\$11,100.16	\$21,146.00	\$2,399,902.33
207	\$2,399,902.33	\$9,999.59	\$11,146.41	\$21,146.00	\$2,388,755.92
208	\$2,388,755.92	\$9,953.15	\$11,192.85	\$21,146.00	\$2,377,563.07
209	\$2,377,563.07	\$9,906.51	\$11,239.49	\$21,146.00	\$2,366,323.59
210	\$2,366,323.59	\$9,859.68	\$11,286.32	\$21,146.00	\$2,355,037.27
211	\$2,355,037.27	\$9,812.66	\$11,333.34	\$21,146.00	\$2,343,703.92
212	\$2,343,703.92	\$9,765.43	\$11,380.57	\$21,146.00	\$2,332,323.36
213	\$2,332,323.36	\$9,718.01	\$11,427.99	\$21,146.00	\$2,320,895.37
214	\$2,320,895.37	\$9,670.40	\$11,475.60	\$21,146.00	\$2,309,419.77
215	\$2,309,419.77	\$9,622.58	\$11,523.42	\$21,146.00	\$2,297,896.35
216	\$2,297,896.35	\$9,574.57	\$11,571.43	\$21,146.00	\$2,286,324.92
217	\$2,286,324.92	\$9,526.35	\$11,619.65	\$21,146.00	\$2,274,705.27
218	\$2,274,705.27	\$9,477.94	\$11,668.06	\$21,146.00	\$2,263,037.21
219	\$2,263,037.21	\$9,429.32	\$11,716.68	\$21,146.00	\$2,251,320.53
220	\$2,251,320.53	\$9,380.50	\$11,765.50	\$21,146.00	\$2,239,555.04
221	\$2,239,555.04	\$9,331.48	\$11,814.52	\$21,146.00	\$2,227,740.51
222	\$2,227,740.51	\$9,282.25	\$11,863.75	\$21,146.00	\$2,215,876.77
223	\$2,215,876.77	\$9,232.82	\$11,913.18	\$21,146.00	\$2,203,963.59
224	\$2,203,963.59	\$9,183.18	\$11,962.82	\$21,146.00	\$2,192,000.77
225	\$2,192,000.77	\$9,133.34	\$12,012.66	\$21,146.00	\$2,179,988.10
226	\$2,179,988.10	\$9,083.28	\$12,062.72	\$21,146.00	\$2,167,925.39
227	\$2,167,925.39	\$9,033.02	\$12,112.98	\$21,146.00	\$2,155,812.41
228	\$2,155,812.41	\$8,982.55	\$12,163.45	\$21,146.00	\$2,143,648.96
229	\$2,143,648.96	\$8,931.87	\$12,214.13	\$21,146.00	\$2,131,434.83
230	\$2,131,434.83	\$8,880.98	\$12,265.02	\$21,146.00	\$2,119,169.81
231	\$2,119,169.81	\$8,829.87	\$12,316.13	\$21,146.00	\$2,106,853.69
232	\$2,106,853.69	\$8,778.56	\$12,367.44	\$21,146.00	\$2,094,486.24
233	\$2,094,486.24	\$8,727.03	\$12,418.97	\$21,146.00	\$2,082,067.27
234	\$2,082,067.27	\$8,675.28	\$12,470.72	\$21,146.00	\$2,069,596.55
235	\$2,069,596.55	\$8,623.32	\$12,522.68	\$21,146.00	\$2,057,073.87
236	\$2,057,073.87	\$8,571.14	\$12,574.86	\$21,146.00	\$2,044,499.01
237	\$2,044,499.01	\$8,518.75	\$12,627.25	\$21,146.00	\$2,031,871.76

	Beg Bal	Interest	Principal	Pmt	End Balance
238	\$2,031,871.76	\$8,466.13	\$12,679.87	\$21,146.00	\$2,019,191.89
239	\$2,019,191.89	\$8,413.30	\$12,732.70	\$21,146.00	\$2,006,459.19
240	\$2,006,459.19	\$8,360.25	\$12,785.75	\$21,146.00	\$1,993,673.43
241	\$1,993,673.43	\$8,306.97	\$12,839.03	\$21,146.00	\$1,980,834.41
242	\$1,980,834.41	\$8,253.48	\$12,892.52	\$21,146.00	\$1,967,941.88
243	\$1,967,941.88	\$8,199.76	\$12,946.24	\$21,146.00	\$1,954,995.64
244	\$1,954,995.64	\$8,145.82	\$13,000.18	\$21,146.00	\$1,941,995.46
245	\$1,941,995.46	\$8,091.65	\$13,054.35	\$21,146.00	\$1,928,941.10
246	\$1,928,941.10	\$8,037.25	\$13,108.75	\$21,146.00	\$1,915,832.36
247	\$1,915,832.36	\$7,982.63	\$13,163.37	\$21,146.00	\$1,902,668.99
248	\$1,902,668.99	\$7,927.79	\$13,218.21	\$21,146.00	\$1,889,450.78
249	\$1,889,450.78	\$7,872.71	\$13,273.29	\$21,146.00	\$1,876,177.49
250	\$1,876,177.49	\$7,817.41	\$13,328.59	\$21,146.00	\$1,862,848.90
251	\$1,862,848.90	\$7,761.87	\$13,384.13	\$21,146.00	\$1,849,464.77
252	\$1,849,464.77	\$7,706.10	\$13,439.90	\$21,146.00	\$1,836,024.87
253	\$1,836,024.87	\$7,650.10	\$13,495.90	\$21,146.00	\$1,822,528.98
254	\$1,822,528.98	\$7,593.87	\$13,552.13	\$21,146.00	\$1,808,976.85
255	\$1,808,976.85	\$7,537.40	\$13,608.60	\$21,146.00	\$1,795,368.25
256	\$1,795,368.25	\$7,480.70	\$13,665.30	\$21,146.00	\$1,781,702.95
257	\$1,781,702.95	\$7,423.76	\$13,722.24	\$21,146.00	\$1,767,980.71
258	\$1,767,980.71	\$7,366.59	\$13,779.41	\$21,146.00	\$1,754,201.30
259	\$1,754,201.30	\$7,309.17	\$13,836.83	\$21,146.00	\$1,740,364.47
260	\$1,740,364.47	\$7,251.52	\$13,894.48	\$21,146.00	\$1,726,469.99
261	\$1,726,469.99	\$7,193.62	\$13,952.38	\$21,146.00	\$1,712,517.62
262	\$1,712,517.62	\$7,135.49	\$14,010.51	\$21,146.00	\$1,698,507.11
263	\$1,698,507.11	\$7,077.11	\$14,068.89	\$21,146.00	\$1,684,438.22
264	\$1,684,438.22	\$7,018.49	\$14,127.51	\$21,146.00	\$1,670,310.71
265	\$1,670,310.71	\$6,959.63	\$14,186.37	\$21,146.00	\$1,656,124.34
266	\$1,656,124.34	\$6,900.52	\$14,245.48	\$21,146.00	\$1,641,878.86
267	\$1,641,878.86	\$6,841.16	\$14,304.84	\$21,146.00	\$1,627,574.02
268	\$1,627,574.02	\$6,781.56	\$14,364.44	\$21,146.00	\$1,613,209.58
269	\$1,613,209.58	\$6,721.71	\$14,424.29	\$21,146.00	\$1,598,785.28
270	\$1,598,785.28	\$6,661.61	\$14,484.39	\$21,146.00	\$1,584,300.89
271	\$1,584,300.89	\$6,601.25	\$14,544.75	\$21,146.00	\$1,569,756.14
272	\$1,569,756.14	\$6,540.65	\$14,605.35	\$21,146.00	\$1,555,150.79
273	\$1,555,150.79	\$6,479.79	\$14,666.21	\$21,146.00	\$1,540,484.59
274	\$1,540,484.59	\$6,418.69	\$14,727.31	\$21,146.00	\$1,525,757.27
275	\$1,525,757.27	\$6,357.32	\$14,788.68	\$21,146.00	\$1,510,968.60
276	\$1,510,968.60	\$6,295.70	\$14,850.30	\$21,146.00	\$1,496,118.30
277	\$1,496,118.30	\$6,233.83	\$14,912.17	\$21,146.00	\$1,481,206.13
278	\$1,481,206.13	\$6,171.69	\$14,974.31	\$21,146.00	\$1,466,231.82

	Beg Bal	Interest	Principal	Pmt	End Balance
279	\$1,466,231.82	\$6,109.30	\$15,036.70	\$21,146.00	\$1,451,195.12
280	\$1,451,195.12	\$6,046.65	\$15,099.35	\$21,146.00	\$1,436,095.76
281	\$1,436,095.76	\$5,983.73	\$15,162.27	\$21,146.00	\$1,420,933.50
282	\$1,420,933.50	\$5,920.56	\$15,225.44	\$21,146.00	\$1,405,708.05
283	\$1,405,708.05	\$5,857.12	\$15,288.88	\$21,146.00	\$1,390,419.17
284	\$1,390,419.17	\$5,793.41	\$15,352.59	\$21,146.00	\$1,375,066.58
285	\$1,375,066.58	\$5,729.44	\$15,416.56	\$21,146.00	\$1,359,650.03
286	\$1,359,650.03	\$5,665.21	\$15,480.79	\$21,146.00	\$1,344,169.23
287	\$1,344,169.23	\$5,600.71	\$15,545.29	\$21,146.00	\$1,328,623.94
288	\$1,328,623.94	\$5,535.93	\$15,610.07	\$21,146.00	\$1,313,013.87
289	\$1,313,013.87	\$5,470.89	\$15,675.11	\$21,146.00	\$1,297,338.76
290	\$1,297,338.76	\$5,405.58	\$15,740.42	\$21,146.00	\$1,281,598.34
291	\$1,281,598.34	\$5,339.99	\$15,806.01	\$21,146.00	\$1,265,792.33
292	\$1,265,792.33	\$5,274.13	\$15,871.87	\$21,146.00	\$1,249,920.47
293	\$1,249,920.47	\$5,208.00	\$15,938.00	\$21,146.00	\$1,233,982.47
294	\$1,233,982.47	\$5,141.59	\$16,004.41	\$21,146.00	\$1,217,978.07
295	\$1,217,978.07	\$5,074.91	\$16,071.09	\$21,146.00	\$1,201,906.97
296	\$1,201,906.97	\$5,007.95	\$16,138.05	\$21,146.00	\$1,185,768.92
297	\$1,185,768.92	\$4,940.70	\$16,205.30	\$21,146.00	\$1,169,563.62
298	\$1,169,563.62	\$4,873.18	\$16,272.82	\$21,146.00	\$1,153,290.81
299	\$1,153,290.81	\$4,805.38	\$16,340.62	\$21,146.00	\$1,136,950.18
300	\$1,136,950.18	\$4,737.29	\$16,408.71	\$21,146.00	\$1,120,541.48
301	\$1,120,541.48	\$4,668.92	\$16,477.08	\$21,146.00	\$1,104,064.40
302	\$1,104,064.40	\$4,600.27	\$16,545.73	\$21,146.00	\$1,087,518.67
303	\$1,087,518.67	\$4,531.33	\$16,614.67	\$21,146.00	\$1,070,903.99
304	\$1,070,903.99	\$4,462.10	\$16,683.90	\$21,146.00	\$1,054,220.09
305	\$1,054,220.09	\$4,392.58	\$16,753.42	\$21,146.00	\$1,037,466.68
306	\$1,037,466.68	\$4,322.78	\$16,823.22	\$21,146.00	\$1,020,643.46
307	\$1,020,643.46	\$4,252.68	\$16,893.32	\$21,146.00	\$1,003,750.14
308	\$1,003,750.14	\$4,182.29	\$16,963.71	\$21,146.00	\$986,786.43
309	\$986,786.43	\$4,111.61	\$17,034.39	\$21,146.00	\$969,752.04
310	\$969,752.04	\$4,040.63	\$17,105.37	\$21,146.00	\$952,646.67
311	\$952,646.67	\$3,969.36	\$17,176.64	\$21,146.00	\$935,470.03
312	\$935,470.03	\$3,897.79	\$17,248.21	\$21,146.00	\$918,221.83
313	\$918,221.83	\$3,825.92	\$17,320.08	\$21,146.00	\$900,901.75
314	\$900,901.75	\$3,753.76	\$17,392.24	\$21,146.00	\$883,509.51
315	\$883,509.51	\$3,681.29	\$17,464.71	\$21,146.00	\$866,044.80
316	\$866,044.80	\$3,608.52	\$17,537.48	\$21,146.00	\$848,507.32
317	\$848,507.32	\$3,535.45	\$17,610.55	\$21,146.00	\$830,896.76
318	\$830,896.76	\$3,462.07	\$17,683.93	\$21,146.00	\$813,212.83
319	\$813,212.83	\$3,388.39	\$17,757.61	\$21,146.00	\$795,455.22

	Beg Bal	Interest	Principal	Pmt	End Balance
320	\$795,455.22	\$3,314.40	\$17,831.60	\$21,146.00	\$777,623.62
321	\$777,623.62	\$3,240.10	\$17,905.90	\$21,146.00	\$759,717.72
322	\$759,717.72	\$3,165.49	\$17,980.51	\$21,146.00	\$741,737.21
323	\$741,737.21	\$3,090.57	\$18,055.43	\$21,146.00	\$723,681.78
324	\$723,681.78	\$3,015.34	\$18,130.66	\$21,146.00	\$705,551.12
325	\$705,551.12	\$2,939.80	\$18,206.20	\$21,146.00	\$687,344.92
326	\$687,344.92	\$2,863.94	\$18,282.06	\$21,146.00	\$669,062.85
327	\$669,062.85	\$2,787.76	\$18,358.24	\$21,146.00	\$650,704.61
328	\$650,704.61	\$2,711.27	\$18,434.73	\$21,146.00	\$632,269.88
329	\$632,269.88	\$2,634.46	\$18,511.54	\$21,146.00	\$613,758.34
330	\$613,758.34	\$2,557.33	\$18,588.67	\$21,146.00	\$595,169.67
331	\$595,169.67	\$2,479.87	\$18,666.13	\$21,146.00	\$576,503.54
332	\$576,503.54	\$2,402.10	\$18,743.90	\$21,146.00	\$557,759.64
333	\$557,759.64	\$2,324.00	\$18,822.00	\$21,146.00	\$538,937.64
334	\$538,937.64	\$2,245.57	\$18,900.43	\$21,146.00	\$520,037.21
335	\$520,037.21	\$2,166.82	\$18,979.18	\$21,146.00	\$501,058.03
336	\$501,058.03	\$2,087.74	\$19,058.26	\$21,146.00	\$481,999.78
337	\$481,999.78	\$2,008.33	\$19,137.67	\$21,146.00	\$462,862.11
338	\$462,862.11	\$1,928.59	\$19,217.41	\$21,146.00	\$443,644.70
339	\$443,644.70	\$1,848.52	\$19,297.48	\$21,146.00	\$424,347.22
340	\$424,347.22	\$1,768.11	\$19,377.89	\$21,146.00	\$404,969.33
341	\$404,969.33	\$1,687.37	\$19,458.63	\$21,146.00	\$385,510.71
342	\$385,510.71	\$1,606.29	\$19,539.71	\$21,146.00	\$365,971.00
343	\$365,971.00	\$1,524.88	\$19,621.12	\$21,146.00	\$346,349.88
344	\$346,349.88	\$1,443.12	\$19,702.88	\$21,146.00	\$326,647.00
345	\$326,647.00	\$1,361.03	\$19,784.97	\$21,146.00	\$306,862.03
346	\$306,862.03	\$1,278.59	\$19,867.41	\$21,146.00	\$286,994.62
347	\$286,994.62	\$1,195.81	\$19,950.19	\$21,146.00	\$267,044.44
348	\$267,044.44	\$1,112.69	\$20,033.31	\$21,146.00	\$247,011.12
349	\$247,011.12	\$1,029.21	\$20,116.79	\$21,146.00	\$226,894.33
350	\$226,894.33	\$945.39	\$20,200.61	\$21,146.00	\$206,693.73
351	\$206,693.73	\$861.22	\$20,284.78	\$21,146.00	\$186,408.95
352	\$186,408.95	\$776.70	\$20,369.30	\$21,146.00	\$166,039.65
353	\$166,039.65	\$691.83	\$20,454.17	\$21,146.00	\$145,585.49
354	\$145,585.49	\$606.61	\$20,539.39	\$21,146.00	\$125,046.09
355	\$125,046.09	\$521.03	\$20,624.97	\$21,146.00	\$104,421.12
356	\$104,421.12	\$435.09	\$20,710.91	\$21,146.00	\$83,710.21
357	\$83,710.21	\$348.79	\$20,797.21	\$21,146.00	\$62,913.00
358	\$62,913.00	\$262.14	\$20,883.86	\$21,146.00	\$42,029.14
359	\$42,029.14	\$175.12	\$20,970.88	\$21,146.00	\$21,058.26
360	\$21,058.26	\$87.74	\$21,058.26	\$21,146.00	\$0.00

Section 6.6. Expenses, mortgage. The Purchase Price to be paid to Lessor, as provided above, shall be a net amount to Lessor, and all expenses in connection with the transfer of the leased property, including, but not limited to, title insurance, recording fees, documentary stamps, and all other closing costs, shall be paid by Lessee. The Purchase Price, reduced by the amount of Lessor's existing mortgage, if any, shall be paid by Lessee in cash to Lessor concurrently with the conveyance of the School Site by Lessor to Lessee.

Section 6.7. Transfer of title. Except as provided in Section 6.8 below, Lessor shall convey the School Site to Lessee free and clear of any mortgage or other encumbrance. Any such transfer shall be effected by a full covenant and warranty deed containing special covenants of warranty by Lessor.

Section. 6.8. Mortgage and other liens. Lessee's rights under this option are and shall be subject and subordinate to any mortgage (including a consolidated mortgage), promissory note, or deed of trust constituting a lien on the leased property, or any part thereof, whether such mortgage, promissory note, or deed of trust has heretofore been, or may hereafter be, placed upon the leased property to secure an indebtedness to any savings bank, bank, trust company, or other institutional lender, private or public, and to any renewal, modification, consolidation, replacement, or extension of any such mortgage or deed of trust. This subordination shall be self-operative and no further instrument of subordination shall be required. Lessee shall, nevertheless, execute and deliver, from time to time, any instrument and certificate affirming and confirming such subordination that Lessor may reasonably request. Lessor will cause any such mortgage, promissory note, or deed of trust to contain provisions requiring the holder of the indebtedness to mail to Lessee by registered mail, addressed to Lessee at its office as set forth in this lease, a copy of each notice of breach of covenant, default, or foreclosure given by the holder or the trustee under such mortgage or deed of trust to Lessor. Notwithstanding the provisions of Section 6.3, Lessee may, upon receiving notice of breach of covenant, default, or foreclosure under any such mortgage or deed of trust as herein provided, immediately exercise this option to purchase at the option price which would have been payable as provided in Section 6.5.

Section 6.9. Capital Improvements. After Lessee's exercise of the Option to Purchase, if Lessee uses state or school district funds, above those used for lease or rental payments and other expenditures as required by this Agreement, to construct or acquire capital improvements to the facilities or other real property, including but not limited to capital improvements to meet Educational Occupancy standards of the applicable building/health/safety codes and the PSFA's Statewide Adequacy Standards, the cost of the capital improvements shall constitute a lien on the real estate in favor of the Lessee. As part of Lessee's exercise of the option to purchase, Lessee shall release such real estate lien at no cost to Lessor. Upon termination of this Agreement prior to the exercise of the purchase option, the Lessee may foreclose on the real estate lien; or upon sale of the property by Lessor to a third party, may require a fair value payment in exchange for the release of such lien.

Section 6.10. Performance of Agreement. The right to exercise this option to purchase is conditioned upon the faithful performance by Lessee of all its covenants, conditions, and

agreements under this Agreement, and the payment by Lessee of all base rent, additional rent, and other special payments as provided in this Agreement to the date of the completion of the purchase of the property by Lessee.

Section 6.11. Adjustments. Adjustments and proration of taxes, water rents, insurance premiums, and similar items shall be made as of the date of the closing of title, in accordance with the practice approved by the companies.

Section 6.12. Amendments. Amendments to this option to purchase that result in additional financial obligations to the Lessee or its public entity successors and assigns not otherwise set forth in this Agreement, shall be subject to any approvals required by the Lease Purchase Act.

Section 6.13. Priority. This option shall be a covenant running with the land described above, and no conveyance, transfer, easement, or encumbrance of such land shall defeat or adversely affect this option.

Section 6.14. Assignment, binding effect. Lessee may assign this option to purchase, which shall inure to the benefit of Lessee's respective successors and assigns. Specifically, Lessee may assign this option to purchase without cost to the Santa Fe Public School District, the State, or one of its institutions, instrumentalities or other political subdivisions.

Section 6.15. Prepayment penalty. Lessee may exercise the option to purchase at any time without assessment of costs, expenses or penalties, except as otherwise provided in this Agreement.

## ARTICLE VII

### MAINTENANCE; INSURANCE; AND OTHER MATTERS

Section 7.1. Maintenance and Facility Costs. Lessee shall at all times during the Term maintain, preserve and keep the School Site in good repair, working order and condition, and shall from time to time make all repairs, replacements and improvements necessary to keep the School Site in such condition.

Section 7.2. Removal of Improvements. Lessee hereby agrees and covenants with Lessor that any and all alterations, additions, and improvements, except moveable furniture, equipment, and such other items of personal property that are removable from the wall, ceiling and floor surfaces without causing damage to such surfaces, shall become a permanent part of the School Site at the termination of this Agreement. Lessee agrees that if such Improvements are removed at the termination hereof, it will repair or restore the area of such surface, if removal of Lessee's personal property creates an unsightly condition, by capping any electrical outlets and concealing any surface areas where personal property, such as counters or shelving, may have been stabilized by attachment to such surfaces.

Section 7.3. Lessee's Insurance Obligations.

(a) Liability Insurance. Beginning upon the Commencement Date, Lessee shall procure and maintain or cause to be carried and maintained in full force and effect during the term of this Agreement and any extension thereof at Lessee's sole cost and expense and as additional rent above the Base Rent hereunder, such public liability insurance covering bodily injury, disease, illness or death and property damage liability, as is available from and provided by the New Mexico Public Schools Insurance Authority ("NMPSIA") or its successor with limits of coverage not less than \$300,000 for each person for all past and future medical and medically-related expenses arising out of a single occurrence and \$400,000 in the aggregate for all claims other than medical or medically-related expenses arising out of a single occurrence, and \$100,000 for each accident for property damage liability for the benefit of both Lessee and Lessor as protection against all liability claims arising from activities on the School Site, causing Lessor to be named as an additional-named insured on such policy of insurance, and delivering a copy thereof to Lessor upon the commencement of the term of this Agreement. Lessee shall adjust such minimum coverage limits annually or as necessary to conform to the minimum coverage limits required for local public bodies pursuant to NM Tort Claims Act Sections 41-4-19 and 41-4-20 NMSA 1978, and public school code Sections 22-29-1 through 22-29-11 NMSA 1978, as amended.

(b) Property Insurance. Subject to the availability of such coverage from NMPSIA, Lessee shall also carry and maintain or cause to be carried and maintained in full force and effect during the term of this Agreement and any renewal thereof, at Lessee's sole cost and expense, fire and extended coverage insurance upon the School Site, including all buildings, alterations, additions and improvements (collectively the "School Site"), in an amount equal to their replacement values. In the event that the School Site should be destroyed or substantially damaged in whole or in part, and such loss is covered by fire and extended coverage insurance, Lessee shall have the option to either continue this Agreement and use the proceeds to replace or repair the School Site and on Lessor's behalf, or terminate this Agreement and tender to the Lessor all such insurance proceeds attributable to the loss or damage to the School Site.

Section 7.4. Worker's Compensation Insurance. If required by state law as of the Commencement Date, Lessee shall carry worker's compensation insurance covering all of their respective employees on, in, near or about the School Site and upon request, shall furnish certificates to the other party evidencing such coverage.

Section 7.5. Liens. Neither Lessee or Lessor shall directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Improvements, other than the respective rights of Lessor and Lessee as herein provided. Except as otherwise expressly provided in this Article, Lessor and Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, other than existing mortgages or subsequent mortgages as agreed to by the parties in writing, pledge, lien, charge, encumbrance or claim if the same shall arise at any time, during the respective party's control of the School Site and each party shall reimburse the other for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim which arose during the control of the School Site.

## ARTICLE VIII

### CONDEMNATION; USE OF NET PROCEEDS

Section 8.1. Condemnation. In the event that all or any portion of the School Site or Improvements are condemned by any governmental body or agency other than Lessee under power of eminent domain or is sold under threat of condemnation to any public body other than Lessee prior to purchase of the School Site by Lessee, Lessor shall be entitled to all compensation awarded, less an amount equal to the Lessee's principal payments made to date in accordance with Article VI hereof, which portion of the compensation awarded shall be paid to Lessee.

Section 8.2. Condemnation of Other Property Owned by Lessee. Lessee shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for destruction of, damage to or taking of its property not included in the School Site. Lessor agrees that Lessee shall have the option, upon written notice to Lessor, to enter an appearance and defend in any condemnation action as to both the School Site and the Improvements, and upon such election, Lessor shall not be obligated to provide a defense as to the Improvements, but may do so at Lessor's sole expense. In consideration for such option granted in this paragraph, Lessee agrees not to enter into any settlement agreement as to the condemnation award to be paid for the taking or partial taking of the Improvements without Lessor's prior consent, which consent shall not be unreasonably withheld.

## ARTICLE IX

### LESSEE'S EQUIPMENT AND WARRANTIES

Section 9.1. Installation of Lessee's Equipment. Lessee may at any time and from time to time in its sole discretion and at its own expense, install items of movable machinery, standard office partitions, railings, doors, gates, counters, cabinets, lighting fixtures, signs and such other furnishings and equipment as may in Lessee's judgment be necessary for its purposes in or upon the School Site. All such items shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the School Site resulting from the installation, modification or removal of any such items upon termination of this Agreement for any reason other than purchase of the School Site by the Lessee. Nothing in this Agreement shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the School Site.

Section 9.2. Warranties. Upon acceptance and purchase of the School Site by Lessee pursuant to Article VI hereof, Lessor will assign to Lessee, all of its interest, if any in all warranties and guarantees or other contract rights against architects, builders, contractors, subcontractors, suppliers, materialmen or manufacturers for the School Site, express or implied, issued on or applicable to the School Site, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessee's sole remedy for the breach of such warranties and guarantees shall be against the provider of such work, service, equipment or materials made to or on the School Site and not against Lessor, nor shall such matter have any effect whatsoever on the rights of the Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder.

Section 9.3. Statewide Adequacy Standards. Lessor warrants that, as of the Commencement Date, the School Site meets Educational Occupancy standards of the applicable building/health/safety codes, and shall meet the statewide adequacy standards or qualifies for necessary waivers of or variances from those standards as required by the Public School Capital Outlay Council and PSFA.

Section 9.4. Disclaimer of Warranties. Upon acceptance of the School Site by the Lessee, Lessor makes no warranty or representation except as stated in Section 9.3, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by Lessee of the School Site, or any other representation or warranty with respect to the School Site. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any portion of the Improvements provided for in this Agreement.

## ARTICLE X

### ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 10.1. Assignment. Neither party shall assign its interests in this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld or delayed, except that Lessor may assign to an entity controlled by, in control of, or in common control with Lessor. Any consent by a party to any such assignment shall not operate as a consent to any further assignment, and any further assignment shall be subject to the prior written consent of the other party in accordance with the provisions of this Section. Unless otherwise agreed, no assignment permitted hereunder shall relieve a party from liability for the performance of its obligations under this Agreement for the remainder of the then current term.

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

Section 10.2. Restriction on Mortgage or Sale of School Site by Lessee. Prior to closing on purchase of the School Site, Lessee will not mortgage, sell, assign, transfer or convey the School Site or any portion thereof without the written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

Section 10.3. Title. Upon the purchase of the School Site by Lessee pursuant to Article VI of this Agreement, Lessor shall transfer its interest in the School Site to Lessee by standard form special warranty deed free and clear of any encumbrances.

## ARTICLE XI

### EVENTS OF DEFAULT AND REMEDIES

Section 11.1. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "events of default" and "default" shall mean, whenever they are used in this Agreement, with respect to the School Site, any one or more of the following events:

(a) Failure by Lessor or Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, for a period of thirty days after written notice specifying such failure and requesting that it be remedied has been given by the nondefaulting party unless the nondefaulting party shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the nondefaulting party will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(b) The filing by Lessor or Lessee of a voluntary petition in bankruptcy, or failure by Lessor or Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessor or Lessee to carry on its operations at the School Site, or adjudication of Lessor or Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessor or Lessee in any proceedings instituted under the provisions of the federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted.

(c) The final revocation or nonrenewal of Lessee's charter by Lessee's authorizer.

Section 11.2. Remedies on Default. Whenever any event of default referred to in Section 11.1 hereof shall have occurred and be continuing, the nondefaulting party shall have the right, at its option and without any further demand or notice, to give the party in default written notice by hand delivery or by certified or registered mail specifying such event of default. Unless the event of default is remedied by defaulting party within thirty days after its receipt of such notice, or unless within such thirty day period the party in default shall have commenced and shall continue to take action for the purpose of remedying or obviating such event or default other than failure to pay Agreement Payments, and shall thereafter in good faith prosecute such

action to completion, the nondefaulting party may declare the forfeiture of the interest of the party in default in this Agreement by giving written notice thereof by certified or registered mail, and this Agreement shall terminate forthwith; provided that, unless agreed otherwise by the parties, for defaults pursuant to Section 11.1(c) hereof, the effective date for termination of this Agreement shall be the effective date of the nonrenewal or revocation.

Section 11.3. Force Majeure. The provisions of Sections 11.1 and 11.2, hereof, are subject to the following limitations: if by reason of force majeure Lessee or Lessor is unable in whole or in part to carry out its obligations under this Agreement, Lessor or Lessee shall not be deemed in default during the continuance of such inability or during any other delays which are a direct consequence of the force majeure inability, and the time for completion of the Improvements by Lessor shall be extended to cover such delays. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or any civil or military authority other than the Lessee; insurrections; riots; earthquakes; fires; storms; drought; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessor or Lessee and not resulting from its negligence. Lessor and Lessee agree, however, to remedy with all reasonable dispatch the cause or causes preventing them from carrying out their obligation under this Agreement; provided that the settlement of strikes, lockouts and other industrial disturbances shall not be required if in the judgment of the party raising the defense of force majeure, acceding to the demands of the person or persons creating the strike, lock out or industrial disturbance, would be injurious to such party.

Section 11.4. Remedies Cumulative. The above-provided rights and remedies to which either party is entitled hereunder are cumulative, and not exclusive, of all other rights and remedies to which a party may be entitled in the event of breach or threatened breach by a party in default of any of the terms, conditions and provisions contained herein.

Section 11.5. No Additional Waiver Implied by One Waiver. The failure, neglect or omission of a nondefaulting party to terminate this Agreement for any breach or default shall not be deemed a consent by the nondefaulting party of such breach or default and shall not stop, bar or prevent the nondefaulting party from thereafter terminating this Agreement, either for such violation of for prior or subsequent violation of any covenant hereof. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 11.6. Dispute Resolution. The parties shall endeavor to resolve all disputes arising as to this Agreement by mediation before a mutually agreed mediator and the cost of which shall be shared by the parties. In the event mediation is unsuccessful, arbitration in accordance with the terms of this Section shall be used to resolve any and all claims, disputes or disagreements arising under this Agreement, except for all claims by either party which (a) seek anything other than enforcement of rights under this Agreement, or (b) are primarily founded

upon matters of fraud, willful misconduct or any other allegations of tortious action, and seek the award of punitive or exemplary damages, which disputes shall be resolved by suit filed in the First Judicial District Court, Santa Fe County, New Mexico, the decision of which court shall be subject to appeal pursuant to applicable law. The parties hereby agree to conduct themselves in strict, full, complete and timely accordance with the terms of this Section.

(a) Any dispute to be arbitrated pursuant to the provisions of this Section shall be determined by binding arbitration before a single arbitrator (the "Arbitrator") under the auspices of the Commercial Arbitration Rules of the American Arbitration Association ("AAA") or such other standards that the parties may agree to. Such arbitration shall be initiated by either party, within thirty days after either party sends written notice (the "Arbitration Notice") of a demand to arbitrate by registered or certified mail to the other party and to AAA. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. The parties may agree on the selection of an Arbitrator.

(b) The arbitration shall be conducted in the City of Santa Fe, New Mexico. Unless otherwise agreed by the parties, the arbitration must be completed within 180 days. Any party may be represented by counsel or other authorized representative. In rendering a decision, the Arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of New Mexico and the terms and provisions of this Agreement. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the First Judicial District Court, Santa Fe County, New Mexico in accordance with the New Mexico Uniform Arbitration Act. The Arbitrator may award costs, including without limitation, attorneys' fees, and expert and witness costs, to the prevailing party upon a finding that the non-prevailing party acted in bad faith during the arbitration process. A party shall be determined by the Arbitrator to be the prevailing party if its proposal for the resolution of dispute in the discretion of the Arbitrator is the closer to that adopted by the Arbitrator.

## ARTICLE XII

### TITLE

Section 12.1. Title to School Site. During the Term, legal title to the School Site shall be in Lessor, unless otherwise agreed to by the parties in writing. Upon entry into this Agreement, the School Site shall be deemed to be public property, pursuant to the Lease Purchase Act.

## ARTICLE XIII

### HAZARDOUS MATERIALS LAWS

Section 13.1. Compliance with all Hazardous Materials Laws. Prior to the Commencement Date, Lessor, and as of the Commencement Date, Lessee shall at all times keep

and maintain the School Site in compliance with and shall not cause or permit the School Site or any activities conducted thereon to be in violation of any federal, state or local law, ordinance or regulation relating to commercial or industrial hygiene, environmental safety or the environmental conditions on, under or about the School Site, including, but not limited to, air, soil, subsurface and ground water conditions. Neither party shall permit any subtenant or other occupant of the School Site, except in accordance with applicable Hazardous Materials laws as hereinafter defined, to use, generate, manufacture, store, produce, release, discharge, dispose of or otherwise permit the presence of, on, under or about the premises or transport to or from the School Site any explosives (flammable or otherwise), radioactive materials, pollutants, contaminants, hazardous wastes, hazardous air pollutants, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous pollutants" or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials"). Hazardous materials shall include petroleum products. Upon request of either party, the other party will prepare and provide such reasonable reports as will evidence compliance by the party with Hazardous Materials laws, and which will evidence that the School Site and the uses thereon are in compliance with Hazardous Materials Laws. Either party shall immediately advise the other party in writing of its discovery of or receipt of notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable federal, state or local laws, ordinances, regulations, orders or publications relating to any Hazardous Materials affecting the School Site ("Hazardous Materials Laws"); (ii) any use, generation, manufacture, production, release, discharge, storage or disposal of Hazardous Materials, or substantial threat of any of the foregoing, on, under or about the School Site; (iii) all claims made or threatened by any third party against a party or the School Site relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (iii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iv) any occurrence or condition on any property adjoining or in the vicinity of the School Site that could cause the School Site to be subject to any restrictions on the ownership, completion, transferability or use of the premises under any Hazardous Materials Law.

Section 13.2. Lessee's Responsibility. Upon and after issuance of the Certificate of Occupancy and acceptance of the School Site by the Lessee, Lessee shall be solely responsible to pay or otherwise satisfy any claim, written notice or demand, penalty, fine, settlement, loss, damage, cost, expense or liability made against Lessor or Lessee directly or indirectly arising out of or attributable to the violation by Lessee of any Hazardous Materials Laws, orders, written notice or demand of governmental authorities, or the use, generation, manufacture, storage, release, threatened release, discharge, disposal, production, abatement or presence of Hazardous Materials on, under or about the premises including, without limitation: the costs of any required or necessary investigation, repair, cleanup or detoxification of the School Site, and the preparation and implementation of any closure, abatement, containment, remedial or other required plan and shall to the extent allowable by law applicable to public schools, indemnify Lessor and hold Lessor harmless from any such claim, demand, penalty, fine, settlement, loss, damage, cost, expense or liability subject to the limitations and waivers contained in the NM Tort Claims Act and any insurance coverage issued pursuant thereto.

Section 13.3. Remedial Action Required. Without the other party's prior written consent, which shall not be unreasonably withheld, a party shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the School Site, nor enter into any settlement agreement, consent decree, or other compromise in response to any Hazardous Materials claim, which remedial action, settlement, consent or compromise might, in the other party's reasonable judgment, impair the value of party's fee interest in the School Site; provided, however, that prior consent shall not be necessary in the event that: (i)(A) the presence of Hazardous Materials on, under, or about the School Site either poses an immediate threat or is of such a nature that an immediate remedial response is necessary; or (B) any delay in taking such remedial action would result in the imposition of periodic or daily fines; and (C) such action is required by government order; and (ii) it is not possible to obtain the other party's consent before taking such action; provided that in such event notice shall be given as soon as practicable of any action so taken. Each party agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, or (ii) the party establishes to the reasonable satisfaction of the other party that there is no reasonable alternative to such remedial action that would result in less impairment to the value of the party's interest in the School Site.

Section 13.4. Survival of Lessee's Obligations and Liabilities. Lessee's obligations and liabilities hereunder with respect to Hazardous Materials Claims arising from Lessee's actions shall survive the expiration or other termination of this Agreement.

#### ARTICLE XIV

##### LIMITATION OF LIABILITY

Section 14.1. Limitation of Liability. Neither party shall be liable for special or consequential damages arising from a breach of this Agreement.

#### ARTICLE XV

##### ADMINISTRATION PROVISIONS

Section 15.1. Notices. All notices required under this Agreement shall be in writing, signed by the party or agent sending them, and (i) delivered personally, (ii) sent by registered or certified mail, (iii) sent by a recognized overnight express mail carrier, or (iv) sent by facsimile, if a copy is sent by one of methods (i), (ii) or (iii) as soon as practicable thereafter, addressed to Lessor or Lessee, as the case may be, at the following addresses (or such other addresses as either party may give by notice conforming with this Section), and such notices shall be effective on the date of receipt thereof.

Lessor:

Lessee:

The Foundation for Monte Del Sol Charter  
School  
369 Montezuma Ave. #189  
Santa Fe, NM 87501  
Attention: Paul Biderman, Board Chair

Section 15.2. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective administrators, successors and assigns.

Section 15.3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.4. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by a written amendment authorized and executed by both Lessee and Lessor.

Section 15.5. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, if necessary, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

Section 15.6. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, with regard to conflicts of laws rules.

Section 15.8. Lessor and Lessee Representatives. Whenever under the provisions of this Agreement the approval of Lessor or Lessee is required, or Lessor or Lessee is required to take some action at the request of the other, such approval of such request may be given for Lessor by a Lessor Representative and for Lessee by a Lessee Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 15.9. Integration. This Agreement contains all of the agreements of Lessee and Lessor respecting the subject matters hereof, and all prior negotiations are merged herein.

Section 15.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Agreement.

Section 15.11. Business Days. If the day upon which any action required by the Agreement shall fall on a Saturday, Sunday or banking holiday, then such actions shall be deemed timely if made or taken on the next succeeding business day.

Section 15.12. Administrative Approval. Pursuant to Section 22-26A-4 NMSA 1978, the parties to this Lease acknowledge that they have obtained prior written consent from the Public Education Department to executing this Agreement. A copy of said approval is attached to this Agreement is Exhibit "C".

Section 15.13. No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the parties contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of The Foundation for Monte Del Sol Charter School and Monte Del Sol Charter School, and not of any member, director, officer, employee, servant or other agent of either entity in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of either entity or any natural person executing this Agreement or any related document or instrument.

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officers; and Lessee has caused this Agreement to be executed in its name by its duly authorized officers, as of the date first above.

LESSOR:

THE FOUNDATION FOR MONTE DEL SOL CHARTER SCHOOL

By: \_\_\_\_\_

Its: \_\_\_\_\_

LESSEE:

MONTE DEL SOL CHARTER SCHOOL

By: \_\_\_\_\_

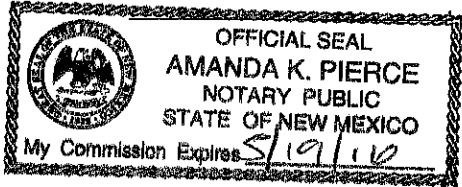
Its: \_\_\_\_\_

Governing Council President

STATE OF \_\_\_\_\_)

COUNTY OF Santa Fe) ss.

This instrument was acknowledged before me on November 7th 2012 by Paul L. Biderman as President of The Foundation for Monte del Sol a

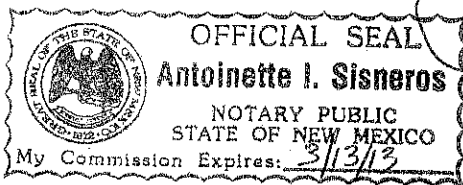


Amanda K. Pierce  
Notary Public

My commission expires: 5/19/14

STATE OF New Mexico)  
COUNTY OF Bernalillo) ss.

This instrument was acknowledged before me on Nov. 9th by 2012 Brett Frauenglass as President of Gov. Bd., a New Mexico charter school.



Antoinette I. Sisneros  
Notary Public

My commission expires: 3/13/13

[PED approvals]

## EXHIBIT A

### Description of Improvements

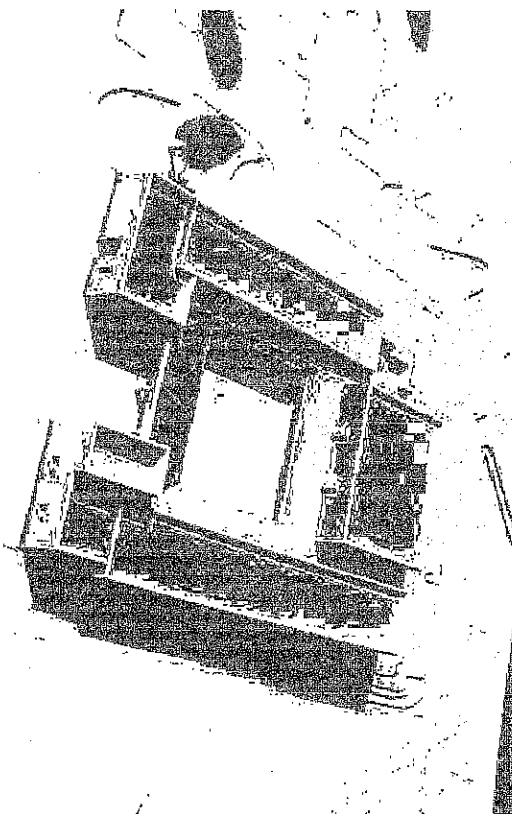
[Attached]

### Legal Description of School Site

Tract Q, Phase 2A, Nava Ade Subdivision, City of Santa Fe, NM, County of Santa Fe, State of New Mexico,

# Monte del Sol Charter School

At the end of Walking Rain Road  
Santa Fe, NM



## Sheet Index

T-1	Title Sheet	A-11	Window Details
C-1	Grading & Drainage Plan	A-12	Wall Sections & Details
C-2	Roadway Plan & Profile	A-13	Wall Sections & Details
C-3	Civil Details	A-14	Toilet Room Elevations
SW-1	SWPP Plan	A-15	Details
SW-2	SWPP Details	SU-1	Site Plumbing Plan
16	Residential Street Details	P-1	Plumbing Floor Plan
L-1	Planting Plan	P-2	Plumbing Floor Plan
L-2	Irrigation Plan	P-3	Plumbing Roof Plan
SO-01	General Structural Notes	P-4	Plumbing Details
SO-01a	General Structural Notes	P-5	Equipment Schedule
SO-02	Typical Details	M-1	Mechanical Floor Plan
SO-03	Typical Details	M-2	Mechanical Floor Plan
S-1	Foundation Plan	M-3	Mechanical Details
S-2	Mezzanine Framing Plan	M-4	Mechanical Schedules
S-2.1	Roof Framing Plan	FP-1	Fire Protection Plans
S-3	Sections	FP-2	Fire Protection Details
S-4	Sections	SE-1	Electrical Site Plan
A-1	Site Plan	E-1	Lighting Floor Plan
A-2	Floor Plan	E-2	Power Floor Plan
A-3	Reflected Ceiling Plan	E-3	Special Systems Plan
A-4	Roof Plan	E-4	Electrical Roof Plan
A-5	Building Elevations	E-5	Lighting Schedule
A-6	Building Sections	E-6	Special Systems
A-7	Detail Sections	E-6	Special Systems
A-8	Detail Sections	E-7	Legend and Special
A-9	Interior Elevations	E-8	Power Riser Diagrams
A-10	Schedules		

## Regulatory:

1997 NM Building Code including the 1997 UBC and ANSI A117.1 - 1998

Occupancy Group: Group E; Construction Type V N

Table 5B Allowable Floor Area = 9,100 sf

approved automatic sprinkler throughout x 3

Total Allowable Floor Area = 27,300 sf

Actual Building Floor Area = 19,326 sf

## Table 25-A Plumbing Fixture Requirements:

Secondary School = 1WC/40 boys, 1WC/30 girls

19,326 sf total @ 50 sf/occupant = 387 + 2 = 194

194 boys @ 40/WC = 5 WC, 5 lavatories

194 girls @ 40/WC = 5 WC, 5 lavatories

Owner: Santa Fe Charter School  
1000 North  
Santa Fe, NM 87501

Architect: Santa Fe Charter School  
1000 North  
Santa Fe, NM 87501

Civil Engineer: Santa Fe Charter School  
1000 North  
Santa Fe, NM 87501

Mechanical Engineer: Santa Fe Charter School  
1000 North  
Santa Fe, NM 87501

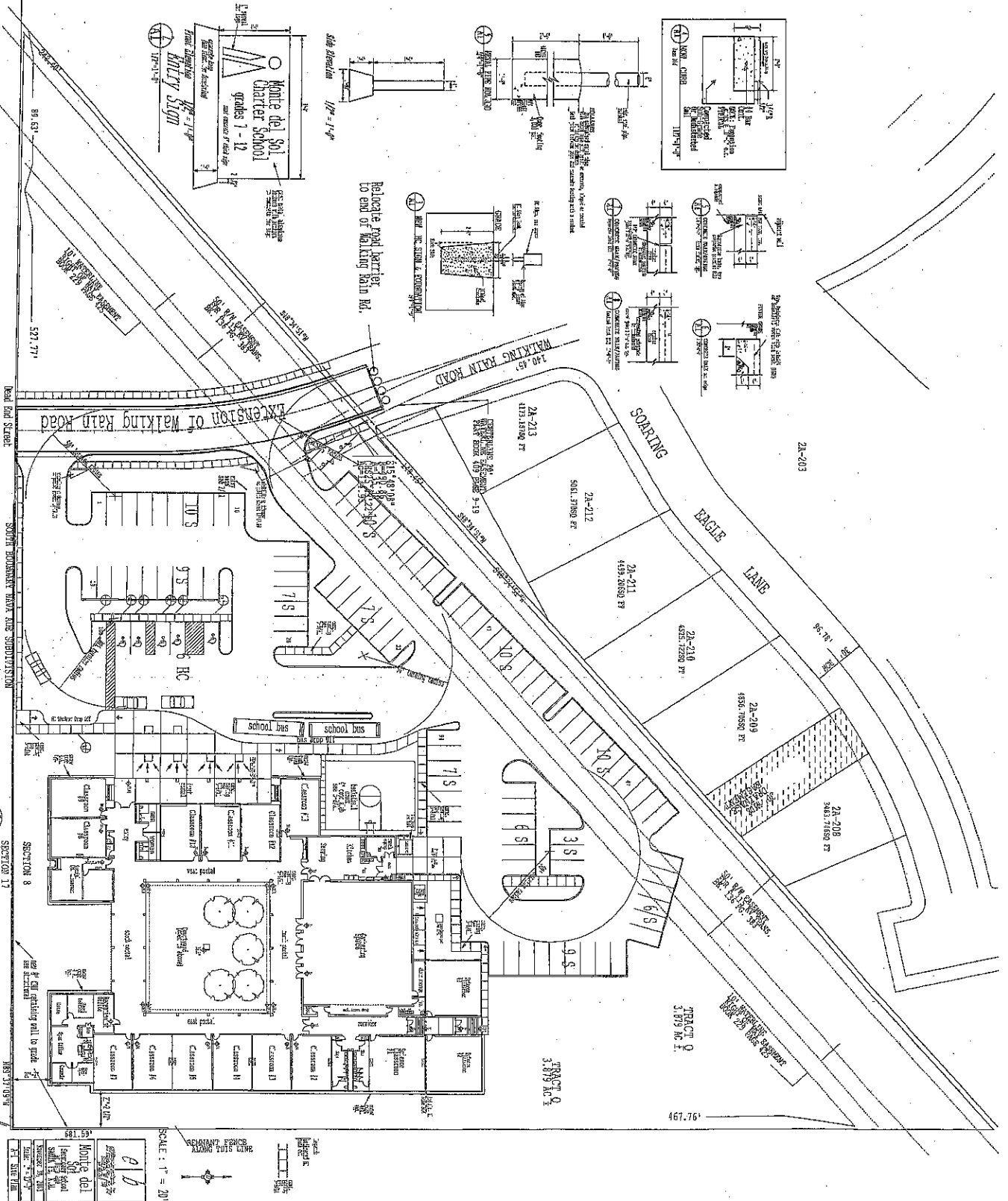
Electrical Engineer: Santa Fe Charter School  
1000 North  
Santa Fe, NM 87501

Plumbing Engineer: Santa Fe Charter School  
1000 North  
Santa Fe, NM 87501

Fire Protection Engineer: Santa Fe Charter School  
1000 North  
Santa Fe, NM 87501

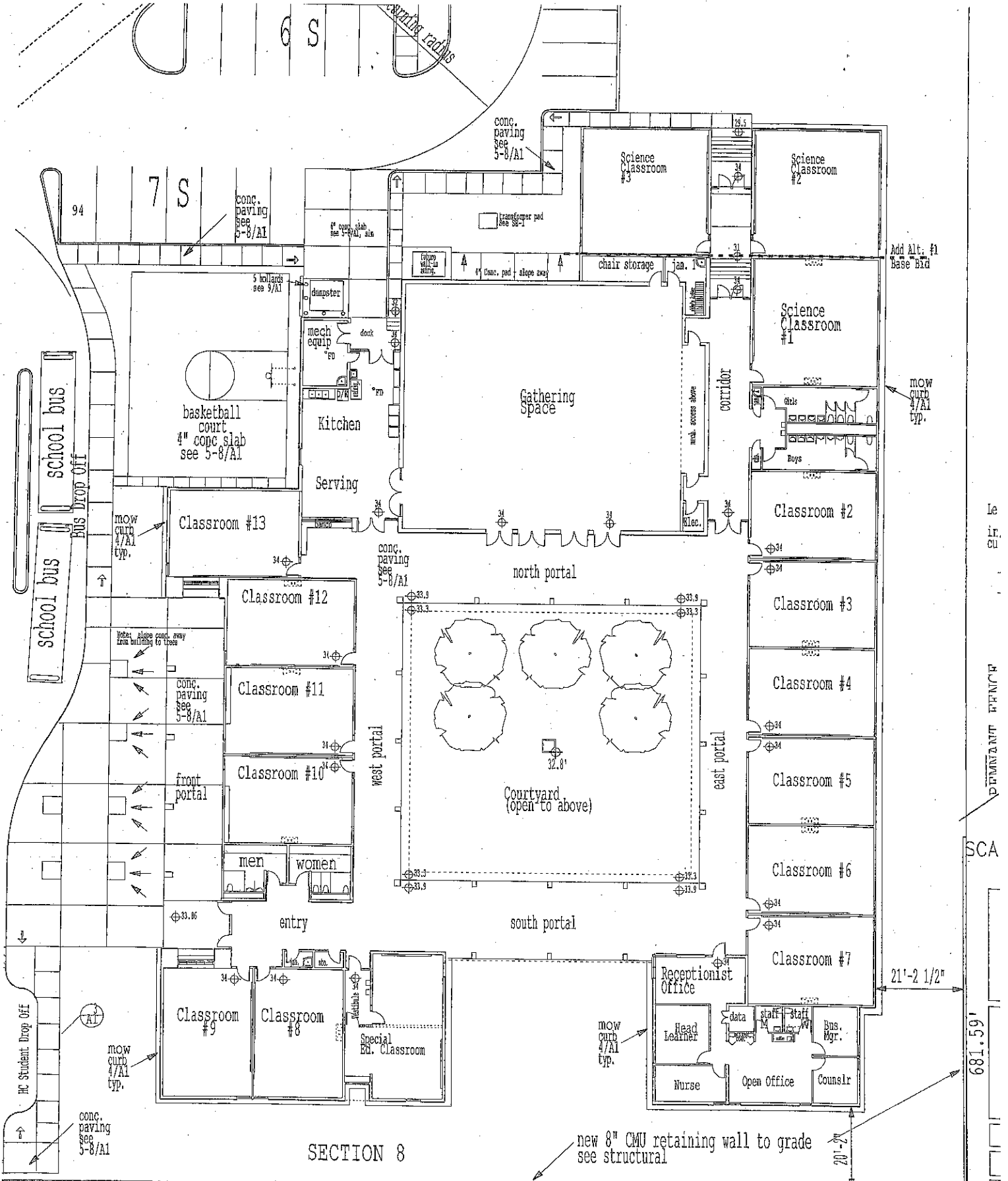
Lighting Engineer: Santa Fe Charter School  
1000 North  
Santa Fe, NM 87501

Power Engineer: Santa Fe Charter School  
1000 North  
Santa Fe, NM 87501



SECTION 11  
 SCALE: 1" = 20'

1/4 CORNER 5, 5.17



1  
A1

SECTION 17

Site Plan

scale: ~~1" = 20'-0"~~ N.T.S.

N89°37'09"W

1/2" I.P.  
1/4 CORNER S. 8.



## Executive Summary Report

District: Santa Fe School: Monte Del Sol Charter School ID: 071014

### High Level Overview

#### General Information

Location:	Santa Fe, NM 87502	Ed. Adequacy Model:	Charter School Educational Adequacy
School Type:	Charter	Ed. Adequacy CCI:	88.30%
School Category:	Charter/Alternative	School CCI City:	ALBUQUERQUE, NM

#### NMCI Statistics

Number of Students:	364	Number of Buildings:	1
Growth Factor:	1.00	Number of Portables:	1
Total Gross Square Feet:	29,173	Building Square Feet:	22,117
Site Size (Acres):	5.00	Portable Square Feet:	7,056

#### NMCI School Metrics

Replacement Cost:	\$3,672,085	Unweighted Repair Cost:	\$656,352
Weighted Repair Cost:	\$207,285	Unweighted Educational Adequacy Cost:	\$0
Weighted Educational Adequacy Cost:	\$0	Total Unweighted Cost:	\$656,352
Total Weighted Cost:	\$207,285	Unweighted NMCI Score:	17.87
Weighted NMCI Score:	5.64		

#### NMCI Facility History

Last Assessment Date:	09-02-2011	Previous Award, Yes or No, Year if Yes:	Yes, -
Closed:	No		



## Executive Summary Report

District: **Santa Fe** School: **Monte Del Sol Charter School** School ID: **071014**

### Facility Description

#### 2003 Update:

Monte Del Sol Charter School was completed for the 2003/2004 school year and occupation began in August 2003. It currently houses 304, 7th through 12th grade students and a staff of 43 in 24,068 SF of permanent space and 7,168 SF of portable space. It is located in the new Nava Ada housing addition at 4157 Walking Rain Road in Santa Fe, NM. The school construction was funded primarily with private funds with the exception of \$50,000 in Direct Appropriations funds under project number 02-1331.

Site: The site is approximately 3 acres, is not fenced, and has paved parking and an outdoor basketball court. The parking capacity of 93 (6 are handicap spaces) is sufficient. All paved areas are in new condition and do not require improvements. Concrete sidewalks are in good condition. A hazard exists at the stair form the basketball court to sidewalk. Site drainage is generally adequate.

Structural/Exterior Closure: The building rests on continuous concrete foundation walls and footers which are new. The structural system of the main building uses concrete block bearing walls. The built-up roof is new and it is not leaking. Exterior doors are metal, and windows are new double-pane units with metal frames.

Interiors: Partition walls are painted concrete block. Ceilings are metal, high and acoustically sound proofed. Flooring is typically vinyl composition tile. Interior doors are hollow metal, and are fire-rated.

Mechanical/Plumbing: Heating and cooling for the building is supplied by rooftop combination units. The heating and cooling distribution system consists of ductwork and diffusers. Fresh air is supplied by combination units and operable windows. Bathroom ventilation is generally adequate. Plumbing fixtures and piping are new.

Electrical: The complex is fed from a pad-mounted transformer that delivers 120/208 V., 3-phase power via a 600 amp main panel. Lighting is typically fluorescent, and illumination is adequate. Emergency lighting with battery back-up is in corridors, and emergency exit signs are typically illuminated.

Fire Protection/Life Safety Systems/Accessibility: The fire alarm system consists of annunciators throughout. The system is activated by pull stations, and is centrally monitored. Egress corridors have appropriate fire separation, and interior doors on escape corridors are fire-rated. The facility has a security system consisting of motion detectors. The complex is generally handicap compliant. The ramp from the main campus to the portables is not compliant; nor is the ramp that serves as an exit from the science wing.

Alternative Programs: N/A

2011 Update: All is same, no upgrades since constructed, new kitchen equipment installed summer 2008-2009. Fire alarm system not operating correctly.



# Executive Summary Report

District: Santa Fe School: Monte Del Sol Charter School ID: 071014

## Asset Level Summary

Building Name	Cost Model	Repair Cost (Unweighted)	Repair Cost (Weighted)	Year Built	Size Type	Use
Portables (1987) 6	High School Portable	\$305,055	\$76,264	1987	7,056 Building	Educational
Main Building (2003)	Middle School Building	\$311,032	\$120,955	2003	22,117 Building	Educational
Site	Middle School Site	\$40,265	\$10,066	2003	29,173 Building	Site
Building Totals		\$656,352	\$207,285			
Educational Adequacy Need		Charter School Educational Adequacy	\$0	\$0		
School Totals		\$656,352	\$207,285			



Executive Summary Report

District: Santa Fe School: Monte Del Sol Charter School ID: 071014

Asset Detail

Building Name: Portables (1987) 6 Cost Model: High School Portable Size: 7,056

Name	Cost SF	Life	Renewal Percent	Last Reno.	Next Reno.	Degrade Adj. Percent	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)	Comments
Portable Building	\$43,23	15	100%	1987	2002	100%	\$305,055	4	.25	\$76,264	
Total:							\$305,055			\$76,264	



# Executive Summary Report

## Asset Detail

District: Santa Fe

School: Monte Del Sol Charter

School ID: 071014

Building Name: Main Building (2003)

Cost Model:

Middle School Building

Size: 22,117

Name	Cost SF	Life	Renewal Percent	Last Reno.	Next Reno.	Degrade Adj. Percent	Factor	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)	Comments
Air/Ventilation Equipment	\$3.27	20	110%	2003	2023	20%	33.25%	\$16,103	9	.25	\$4,026	
Ceiling Finishes	\$5.96	30	110%	2003	2033	9%	33.25%	\$13,042	9	.25	\$3,260	
Communications/Security	\$1.79	15	90%	2003	2018	36%	33.25%	\$12,845	9	.25	\$3,211	
Exterior Walls	\$13.34	100	100%	2003	2103	1%	33.25%	\$2,390	9	.25	\$598	
Exterior Windows and Doors	\$6.41	30	110%	2003	2033	9%	33.25%	\$14,028	9	.25	\$3,507	
Fire Detection/Alarm	\$1.85	15	90%	2003	2018	36%	33.25%	\$13,292	1	3.5	\$46,520	...1 Per site assessment Am. Aw: Fire alarm system in trouble mode. Possible short circuit. Changed to category 1.
Fire Sprinkler	\$0.87	50	130%	2003	2053	3%	33.25%	\$814	9	.25	\$203	
Floor Finishes	\$4.78	12	110%	2003	2015	56%	33.25%	\$65,428	9	.25	\$16,357	
Foundation/Slab/Structure	\$23.76	100	100%	2003	2103	1%	33.25%	\$4,257	9	.25	\$1,064	
HVAC	\$21.87	30	100%	2003	2033	9%	33.25%	\$43,531	9	.25	\$10,883	
Institutional Equipment	\$2.36	30	100%	2003	2033	9%	33.25%	\$4,706	9	.25	\$1,177	
Interior Doors, Partitions, Stairs, Elevator	\$10.91	50	90%	2003	2053	3%	33.25%	\$7,035	9	.25	\$1,759	
Interior Walls	\$4.72	60	90%	2003	2063	2%	33.25%	\$2,113	9	.25	\$528	
Lighting/Branch Circuits	\$10.50	30	90%	2003	2033	9%	33.25%	\$18,811	9	.25	\$4,703	
Main Power/Emergency	\$1.71	30	90%	2003	2033	9%	33.25%	\$3,056	9	.25	\$764	
Other Electrical Systems	\$0.47	20	90%	2003	2023	20%	33.25%	\$1,900	9	.25	\$475	
Other Equipment	\$3.74	60	110%	2003	2063	2%	33.25%	\$2,050	9	.25	\$512	
Plumbing	\$8.70	30	100%	2003	2033	9%	33.25%	\$17,309	9	.25	\$4,327	
Roof	\$4.51	20	120%	2003	2023	20%	33.25%	\$24,258	9	.25	\$6,065	
Technology	\$0.65	10	90%	2003	2013	81%	33.25%	\$10,485	9	.25	\$2,624	
Wall Finishes	\$2.70	12	100%	2003	2015	56%	33.25%	\$33,569	9	.25	\$8,392	
<b>Total:</b>								<b>\$311,032</b>			<b>\$120,955</b>	



# Executive Summary Report

## Asset Detail

District: Santa Fe

School: Monte Del Sol Charter School

School ID: 071014

Building Name: Site

Cost Model:

Middle School Site

Size: 29,173

Name	Cost SF	Life	Renewal Percent	Last Reno.	Next Reno.	Degrade Adj. Percent Factor	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)	Comments
Athletic Fields	\$0.73	30	90%	2003	2033	9%	\$1,707	9	.25	\$427	
Fencing	\$0.25	100	110%	2003	2103	1%	\$64	9	.25	\$16	
Landscaping	\$1.62	30	110%	2003	2033	9%	\$4,674	9	.25	\$1,168	
Parking Lots	\$3.37	20	80%	2003	2023	20%	\$15,950	9	.25	\$3,988	
Playground Equipment	\$0.48	15	100%	2003	2018	36%	\$5,041	9	.25	\$1,260	
Site Lighting	\$2.61	40	100%	2003	2043	5%	\$3,855	9	.25	\$964	
Site Specialties	\$0.21	40	100%	2003	2043	5%	\$310	9	.25	\$78	
Site Utilities	\$1.46	50	120%	2003	2053	3%	\$1,654	9	.25	\$414	
Walkways	\$2.43	30	110%	2003	2033	9%	\$7,010	9	.25	\$1,753	Update 12/18/11 Per site assessment Am.
Total:										\$40,265	Alw: Some cracking in a few areas.
										\$10,066	



District: Santa Fe School: Monte Del Sol Charter School ID: 071014

## Educational Adequacy Detail

### Population

Growth Factor:	1	Number of Kindergarten Students:	0
Number of Staff:	65	Number of 1-5 Students:	0
Number of Students:	364	Number of 6-8 Students:	129
Number of Special Education Students:	0	Number of 9-12 Students:	235

### Square Footage

Permanent GSF:	22,117	General Storage NSF:	201
Portable GSF:	7,056	Maintenance or Janitorial Space NSF:	386
Admin NSF:	1,636	Media Center NSF:	0
Art/Music NSF:	1,410	Parent Work Space NSF:	0
Assembly NSF:	3,242	Physical Ed NSF:	3,242
Career Ed NSF:	0	Science Classroom NSF:	2,883
Computer Lab NSF:	704	Science Storage NSF:	0
Faculty Work Area NSF:	300	Special Education Classroom NSF:	0
Food Service NSF:	4,292	Student Health NSF:	0
General Classroom NSF:	15,656		

### Classrooms

Number of Classrooms:	21	Number of Special Education Classrooms:	0
-----------------------	----	---	---

### Parking

Number of Paved Parking Spaces:	104	Number of Bus Drop Offs:	1
Number of Handicap Parking Spaces:	8	Number of Student Drop Offs:	1
Number of Gravel Parking Spaces:	10		

### Miscellaneous

Number of Chemical Storage Rooms:	0	Number of Multi-Use Playgrounds:	0
Playground Equipment:	-		



# Executive Summary Report

District: **Santa Fe** School: **Monte Del Sol Charter School** School ID: **071014**

## EA Deficiencies

EA Cost Model: Charter School Educational Adequacy

Name	Actual Value	Required Value	Unit Cost	CCI Adj Unit Cost	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)
Missing or Inadequate Multi-use Play Area	0	0	\$11,436	\$10,098.25	\$0	8	.5	\$0
Insufficient Total Parking	114	0	\$1,322	\$1,167.03	\$0	6	1	\$0
Insufficient Student Health Square Footage	0	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Student Drop Off	1	0	\$21,000	\$18,543.00	\$0	6	1	\$0
Insufficient Special Education Square Footage	0	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Science Storage Square Footage	0	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Science Square Footage	2,883	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Physical Education Square Footage	3,242	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Parent Work Space	0	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Media Center Square Footage	0	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Janitorial Square Footage	386	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient General Storage	201	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient General Classroom Square Footage	15,656	9,487	\$80	\$70.64	\$0	7	3	\$0
Insufficient Food Service Square Footage	4,292	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Faculty Workspace	300	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Computer Lab Square Footage	704	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Career Ed Square Footage	0	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Bus Drop Off	1	0	\$20,800	\$18,366.13	\$0	6	1	\$0
Insufficient Administrative Square Footage	1,636	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Art and Music Square Footage	1,410	0	\$80	\$70.64	\$0	7	3	\$0
Inadequate Number of Handicap Spaces	8	0	\$144	\$126.73	\$0	6	1	\$0
Inadequate Number of Chemical Storage Units	0	0	\$1,464	\$1,292.98	\$0	8	.5	\$0
<b>Total</b>					<b>\$0</b>			<b>\$0</b>

EXHIBIT B  
[NMPED APPROVAL]

# CHARTER LAW OFFICE, P.C.

*Attorneys and Counselors at Law*

SUSAN BARGER FOX  
fox@nmcharterlaw.com

August 8, 2012

Kelly Callahan, Director  
NM Public Education Department  
Parent Options Division  
300 Don Gaspar  
Santa Fe, NM 87501

*Re: Request for approval of Monte Del Sol Charter School Lease Purchase Agreement pursuant to Section 22-26-1, et seq. NMSA 1978*

## ATTORNEY CERTIFICATION

Dear Ms. Callahan:

This firm represents the Monte Del Sol Charter School concerning its proposed Lease Agreement with Option to Purchase between The Foundation For Monte Del Sol Charter School and the charter school ("Lease Agreement").

As required by the *Instructions for PED Approval of a Lease Purchase Arrangement*, I certify that the Lease Agreement is legally sufficient to protect the charter school's interests and meets the legal requirements of the Public School Lease Purchase Act, NMSA 1978 §22-26A-1, *et seq.* (2009).

CHARTER LAW OFFICE, P.C.

By: 

Susan B. Fox



STATE OF NEW MEXICO  
PUBLIC EDUCATION DEPARTMENT  
300 DON GASPAR  
SANTA FE, NEW MEXICO 87501-2786  
Telephone (505) 827-5800  
[www.ped.state.nm.us](http://www.ped.state.nm.us)

HANNA SKANDERA  
SECRETARY-DESIGNATE OF EDUCATION

SUSANA MARTINEZ  
Governor

November 2, 2012

James Ledyard, Head Learner  
Monte Del Sol Charter School  
4157 Walking Rain Road  
Santa Fe, NM 87507

Dear Mr. Ledyard,

Please be advised that pursuant to the Public School Lease Purchase Act [22-26A-1 et. seq. 1978], I hereby grant approval for the Monte Del Sol Charter School to enter into a lease purchase agreement with "The Foundation For Monte Del Sol Charter School" to purchase the school site described in Exhibit "A" of the lease purchase agreement. Approval from the Public Education Department to enter into the lease purchase agreement does not mean that the school district has complied with all provisions of applicable New Mexico law.

In accordance with the provision of Article 9, Section 11 of the Constitution of New Mexico, this financing agreement may be entered into by the charter school for leasing of a building or other real property with an option to purchase for a price that is reduced according to the payments made by the charter school pursuant to the financing agreement is not a debt if:

- A. there is no legal obligation for the school district to continue the lease from year to year to purchase the real property; and
- B. the agreement provides that the lease shall be terminated if sufficient money is not available to meet the current lease payments.

If you have any questions regarding this approval please feel free to contact Mr. Antonio Ortiz of my staff at (505) 827-3863.

Warm regards,

A handwritten signature in dark ink, appearing to read "Hanna Skandera".

Hanna Skandera  
Secretary-Designate of Education

HS/AO

cc: Paul Aguilar, Deputy Secretary of Finance & Operations  
Antonio Ortiz, Director, Student Services & Transportation Division  
Sherrie A. Sanchez, Assistant General Counsel  
Kelly S. Callahan, Director, Parent Options Division  
Vickie Garcia, Business Manager  
Patty Mathews, LLC  
Bob Gorrell, Director, PSFA

**ADDENDUM**  
**to**  
**LEASE AGREEMENT WITH OPTION TO PURCHASE**

THIS ADDENDUM TO THE LEASE AGREEMENT WITH OPTION TO PURCHASE ("Addendum"), made this 25<sup>th</sup> day of ~~October~~ <sup>Nov</sup> 2014, is attached and made a part of that certain Lease Agreement with Option to Purchase ("Agreement") dated October 18, 2012, between The Foundation for Monte Del Sol Charter School, a New Mexico not-for-profit corporation ("Lessor"), and Monte Del Sol Charter School, a New Mexico public charter school ("Lessee").

1. Only those sections of the Agreement identified herein, shall be included and affected as part of this Addendum. All terms used herein shall be as defined in the Agreement unless otherwise set forth below.

2. The parties acknowledge that on or about March of 2013, Lessee constructed a storage and classroom building of approximately 2700 square feet on the School Site as identified in Exhibit "C" attached hereto and referred to thereon as "Storage Annex". The Storage Annex was built and paid for by Lessee using public mil levy tax dollars and, therefore, the Lessor shall not be entitled to an increase in Base Rent or additional rents as a result of the capital improvement made by Lessee. The total cost of construction of the Storage Annex paid for by Lessee was \$ 137,196.90.

3. Section 6.9 of the Agreement provides:

...[I]f Lessee uses state or school district funds, above those used for lease or rental payments and other expenditures as required by this Agreement, to construct or acquire capital improvements to the facilities or other real property, including but limited to capital improvements to the facilities or other real property, ... the cost of the capital improvements shall constitute a lien on the real estate in favor of Lessee.

4. The parties to the Agreement and this Addendum desire to articulate that a lien in the amount of \$ \_\_\_\_\_ in favor of Lessee exists as a result of the Lessee's construction of the Storage Annex. If the Agreement is terminated prior to the final payment and transfer of title to Lessee, at Lessee's option, the Lessee may; a) foreclose on the real estate lien; or b) upon sale of the School Site by Lessor to a third party, may require a fair value payment in exchange for a release of the lien.

5. The parties also desire to express their mutual intent and understanding that the current School Site is only as depicted on Exhibit "A" to the Agreement and Exhibit "C" to this Addendum. Further, that the property immediately adjacent and south of the School Site is owned by the Lessee ("Lessee's Lot") and that all additions, improvements or construction on or to Lessee's Lot are not part or intended to be incorporated into the School Site which is the subject matter of the Agreement. The parties agree that future construction on the Lessee's Lot shall be the responsibility and property of the Lessee without any obligation, right, claim, or title by Lessor.

6. Except as set forth in the Addendum, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between the Addendum and the Agreement, the terms of the Addendum will prevail.

WITNESS WHEREOF, the parties acknowledge their acceptance and agreement to this Addendum effective on the date first set forth above.

**Lessor:**

THE FOUNDATION FOR MONTE DEL SOL CHARTER SCHOOL

By: [Signature]  
Lori Brown  
Its: Foundation for Monte del Sol, president

**Lessee:**

MONTE DEL SOL CHARTER SCHOOL

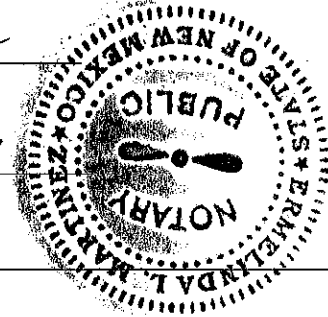
By: [Signature]  
BRETT R. FRAUENGLASS  
Its: GOV. COUNCIL PRESIDENT,  
Governing Council President

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

This ADDENDUM was acknowledged before me on 9<sup>th</sup> of Dec., 2014 by Lori Brown as President of The Foundation for Monte Del Sol Charter School, a New Mexico not-for-profit corporation.

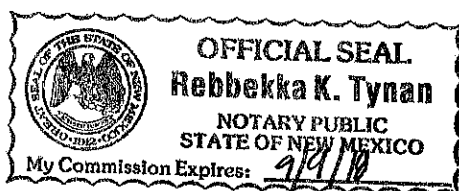
[Signature]  
Notary Public

My commission expires: 02.18.18



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

This ADDENDUM was acknowledged before me on 25<sup>th</sup> of November, 2014 by BRETT R. FRAUENGLASS as President of Monte Del Sol Charter School's Governing Council, the authorized representative of Monte Del Sol Charter School, a New Mexico charter school.

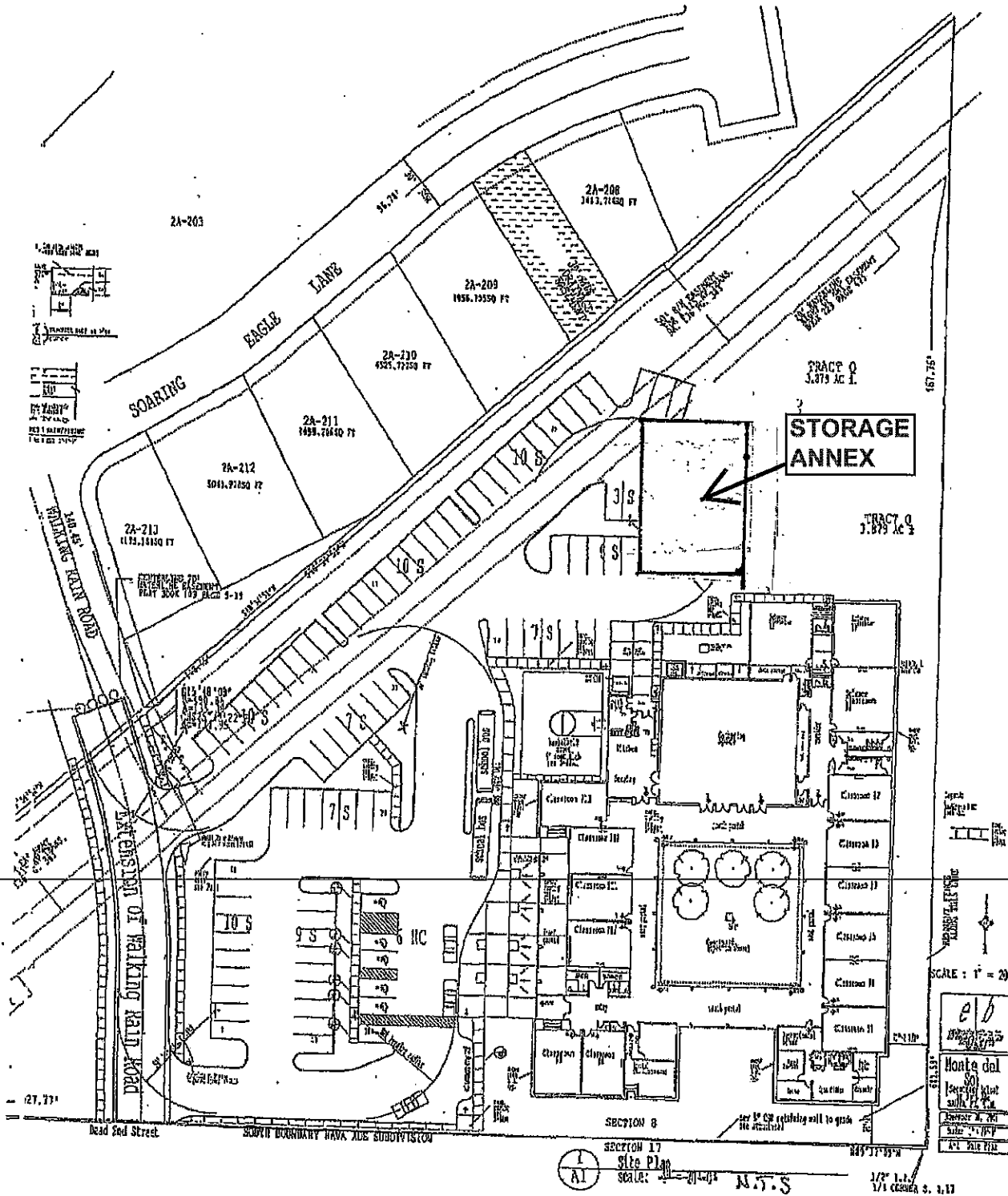


[Signature]  
Notary Public

My commission expires: 9/9/2016



# EXHIBIT "C"



## **MDS 2020 Budget Process.**

### **Budget Committee:**

Steve Alarid

Joe Butler

Zoe Nelsen

Jennifer Saiz

Will Rushing

Robert Jessen

Maria Fidalgo

### **Budget Process:**

- Getting propose expenditures for the different areas (IT, Security, Tutoring, Testing, Athletics, PD.)
- Getting FTE proposal
- Estimating facilities expenses
- Estimating all other expenses
- Salary Schedules
- Stipends
- Review encumbrances
- Calculating projected revenue (910B-5)
- Cash Projections
- School Calendar

### **Proposed Public Meetings:**

4/16/19	3:45 or 4:00 pm	Budget Introduction, legislature summary, unit value, projected enrollment, Input.
4/23/19	3:45 or 4:00 pm	Projected revenues, projected expenditures by departments
4/30/19	3:45 or 4:00 pm	Budgeted revenues and expenditures

13 FLEET SERVICE CONTRACT (FORM)

THIS AGREEMENT is made and entered into as this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between Monte Del Sol Charter School hereinafter called "BOARD"  
(local board of education)  
and Herrera School Buses North Inc  
(contractor) herein after referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, BOARD has engaged CONTRACTOR to provide the pupil transportation services described herein; and

WHEREAS, CONTRACTOR desires to provide such transportation services;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:  
[12-31-98]

13.1 TERM

The term of this agreement shall commence July 1<sup>st</sup>, 2019 and shall continue through June 30, 2020. This contract may be renewed annually thereafter on the same terms and conditions at the option of the BOARD. [12-31-98]

13.2 SCOPE OF SERVICES

a. CONTRACTOR shall, during the term of the agreement supply the buses listed on Appendix A incorporated herein by reference and shall maintain such number of school buses specified to provide transportation services to the BOARD consistent with the terms of this contract.

b. CONTRACTOR shall, provide for the efficient management of the transportation services as set forth herein. CONTRACTOR shall advise the BOARD of the name(s), address(s), and phone number(s) of individual(s) designated as responsible for the management of services.

c. CONTRACTOR shall provide for the to-and-from transportation of students in grades kindergarten through twelve who attend school within the school district, of three and four year old children who meet the Secretary of Education approved criteria and definition of developmentally disabled, and for the

transportation of students to and from their regular attendance centers and vocational programs approved by the Public Education Department.

d. Transportation services shall be provided for \_\_\_\_\_ school days in accordance with bus routes and schedules agreed to under the terms of this contract. For each day that a bus is not operated, the compensation paid the **CONTRACTOR** shall be decreased by 1/\_\_\_\_th of the total compensation for services provided in paragraph 3.a of this contract.

e. **CONTRACTOR** shall comply with all federal and state laws, regulations, policies and directives of the **BOARD**.  
[12-31-98]

### 13.3 COMPENSATION

a. The **BOARD** shall pay **CONTRACTOR** all sums due and calculated in accordance with the conditions of this contract. The **BOARD** agrees to pay the **CONTRACTOR** \$ 122297.<sup>00</sup> for purchase allowance/rental fees, and \$ 166500.<sup>00</sup> for services herein for a total of \$ 288797.<sup>00</sup> to be paid in consecutive monthly installments as follows: 9 equal installments of \$ 28879.<sup>70</sup> each, and a final installment of \$ 28879.<sup>70</sup>, commencing on the 1<sup>st</sup> day of September, 2019.

b. The compensation payable pursuant to this contract is subject to adjustment by the **BOARD** for route changes, the addition of to-and-from buses approved by the Public Education Department, or changes in the provision of services. Contract amendments required; as a result of such adjustments shall be approved by the **BOARD**.

c. This contract may be further adjusted or payments withheld where audits or investigations by the **BOARD** or Public Education Department verify overpayments, underpayment, or expenditures in violation of state laws or regulations or the terms of this contract.

d. The terms of this contract are contingent upon sufficient legislative appropriations for to-and-from transportation and authorization of the appropriation. [12-31-98]  
[12-31-98]

### 13.4 FUEL

**CONTRACTOR** shall furnish all fuel to be used in its performance of this agreement. [12-31-98]

### **13.5 OPERATION AND MAINTENANCE**

- a. **CONTRACTOR** shall furnish buses of a type and with the equipment required by federal and state law and regulations, including applicable Secretary of Education Regulations.
- b. **CONTRACTOR** shall provide for all operation and maintenance of buses utilized for service under the terms of this agreement.
- c. **CONTRACTOR** shall ensure that buses operating under this contract meet established Secretary of Education safety inspection requirements.  
[12-31-98]

### **13.6 SALARIES**

**CONTRACTOR** shall provide for salaries and benefits of all employees providing service under the terms of this agreement. [12-31-98]

### **13.7 ROUTES AND SCHEDULES**

- a. **CONTRACTOR** shall operate the bus(es) according to the routes approved by the **BOARD**. The **BOARD** on the basis of safety, efficiency and economy shall approve such routes.
- b. On the 40th day of the school year, **CONTRACTOR** shall furnish **BOARD** a complete route map and roster of eligible students who are transported. Additional reports shall be submitted as follows:
- c. The **BOARD** reserves the right to modify the routes consistent with the terms of this contract, should circumstances require such modifications. The superintendent or designee may modify stops and time schedules as required. The **CONTRACTOR** shall be notified in writing by the **BOARD**'s superintendent or designee when changes are necessary, and **CONTRACTOR** shall adjust its operations to incorporate such changes.  
[12-31-98]

### **13.8 RECORDS AND REPORTS**

- a. All records required by state law or regulations shall be subject to inspections and audits by the Public Education Department, the Office of the State Auditor, and any auditor designated to conduct such inspections or audits. The Public Education Department and the State Auditor shall have the right to audit both

before and after payment, and payment under this contract shall not foreclose the right of the **BOARD** to recover excessive or illegal payments.

b. The **CONTRACTOR** shall complete Appendix B, incorporated herein by reference, and shall submit annually a final expenditure report for fuel, operation and maintenance, and salary and benefits on forms provided by the Public Education Department.

c. The **CONTRACTOR** shall make such reports as may be required by the **BOARD** or the Public Education Department. Failure to make required reports on time and with accuracy shall be considered a breach of contract and shall be cause to adjust payments or withhold payments until reporting requirements are met.  
[12-31-98]

### 13.9 INDEMNIFICATION

**CONTRACTOR** shall hold **BOARD**, its officers and employees harmless and does hereby indemnify the **BOARD**, its officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act, neglect, default or omission of **CONTRACTOR** in the performance of this agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of **BOARD**, its agents or employees. [12-31-98]

### 13.10 INSURANCE

a. The **BOARD** shall provide automobile liability coverage to the **CONTRACTOR**, which includes bodily injury, property damage, and physical damage for all buses under contract to the **BOARD**. The terms, conditions and limits of coverage shall be in accordance with that provided by the New Mexico Public Schools Insurance Authority or any other coverage provided by the local **BOARD** and allowed by statute.

b. The **CONTRACTOR** shall carry Worker's Compensation insurance as statutorily required by the State of New Mexico and shall provide evidence of Insurance to the **BOARD**.  
[12-31-98]

### 13.11 INCLEMENT WEATHER AND SCHOOL CLOSINGS

In the event of inclement weather or impassability of roads or whenever school is canceled, delayed or is dismissed early, **BOARD** shall notify **CONTRACTOR** not later than 2 hours before service. [12-31-98]

### **13.12 SAFETY**

**CONTRACTOR** shall be responsible for meeting all safety requirements established by local, state, or federal laws or regulations. A record of training and other safety reporting requirements shall be provided to the **BOARD** upon request. [12-31-98]

### **13.13 OPERATION/PERSONNEL/DRIVER QUALIFICATIONS**

a. **CONTRACTOR** shall employ a sufficient number of drivers and support personnel to carry out the terms of this contract.

b. **CONTRACTOR** shall ensure that employees meet training requirements set forth by federal and state law, Secretary of Education regulations and **BOARD** policies and shall assume the cost of training for drivers and bus assistants.

c. **CONTRACTOR** shall establish rules, which prohibit the driver from smoking on the bus or driving under the influence of drugs or alcohol while operating any bus.

d. **CONTRACTOR** shall comply with federal laws and regulations for drug and alcohol testing and shall provide to the **BOARD** verification of compliance.

e. **CONTRACTOR** shall be responsible for hiring and discharging personnel employed by **CONTRACTOR** to perform its obligations hereunder; provided, however, that the **BOARD** shall have the right to require **CONTRACTOR** to remove from service under this agreement any employee whose performance is, in good faith, deemed by the **BOARD** unsuitable to the provision of transportation services for **BOARD**; and provided further that **BOARD** shall provide the **CONTRACTOR** such notification in writing and provide justification for its determination.

f. **CONTRACTOR** shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of **BOARD**. [12-31-98]

### **13.14 TERMINATION OF CONTRACT BY BOARD**

Subject to procedures hereinafter set forth, the **BOARD** may terminate this contract before its expiration date for violation of law, terms of the contract, or regulations and policies of the Secretary of Education or **BOARD**. The procedures for termination of this contract are as follows:

a. The **BOARD** shall serve notice upon the **CONTRACTOR** in person, or by registered or certified mail, specifying the charges against the **CONTRACTOR**

under which the contract is sought to be terminated, with a copy of such notice provided to the State Transportation Director.

b. The notice shall also specify a time and place at which the **BOARD** will hold a hearing on the charges made against the **CONTRACTOR** which hearing shall not be more than ten (10) calendar days after service of the notice upon the **CONTRACTOR**.

c. The **CONTRACTOR** shall have the right to appear and be represented by legal counsel, to be heard, and to call witnesses in his/her own behalf.

d. The **BOARD** shall have the power to suspend the **CONTRACTOR** pending a hearing on the charges.

e. The decision of the **BOARD** shall be final and conclusive, subject only to the approval of the State Transportation Director.

f. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The **DISTRICT** shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the **DISTRICT** an amount equal to the value calculated.

g. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase, with the approval of the **CONTRACTOR**, all said buses at their appraised value.

[12-31-98]

### 13.15 TERMINATION OF CONTRACT BY CONTRACTOR

Subject to procedures hereinafter set forth, the **CONTRACTOR** may cancel this contract before its expiration by the following procedures:

a. The **CONTRACTOR** shall serve a written notice upon the **BOARD** in person or by registered or certified mail, with a copy of such notice provided to the State Transportation Director, specifying the reason for cancellation.

b. The notice shall also specify the date at which such cancellation shall be effective, but not less than sixty (60) calendar days after the service of notice.

c. Cancellation of the contract shall be effective only after the **BOARD** grants written consent and notice provided to the State Transportation Director.

d. This contract shall not be assigned to another individual or corporation.

e. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The DISTRICT shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the DISTRICT an amount equal to the value calculated.

f. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase with the approval of the **CONTRACTOR** all said buses at their appraised value.

IN WITNESS WHEREOF we have set our hands and seals.

Monte del Sol Charter School BOARD OF EDUCATION

BY: [Signature] PRESIDENT

ATTEST: [Signature] SECRETARY

[Signature] CONTRACTOR

[12-31-98]

13.16

## Appendix A (part I)

## FLEET CONTRACT

B U S #	O C C U P A T I O N	Y E A R	M O D E L	S E A T I N G	L I F E	VEHICLE IDENTIFICATION	LICENSE PLATE	RENTAL FEE	
8	053	2016	Vis	71	N/A	1BAKGCPA8GF318809	SBK2963	19115	
87	053	2016	Vis	71	N/A	1BAKGCPAXGF318813	SBK2968	19806	
90	053	2016	Vis	71	N/A	1BAKGCPA4GF318807	SBK2967	19806	
93	053	2016	Vis	71	N/A	1BAKGCPA0GF318805	SBK2966	19806	
88	053	2016	Vis	71	W/C	1BAKGCSAXLF 360514	SBK 3407	22913	
4	053	2016	Vis	71	N/A	1BAKGCSAXLF 359086	SBK 3287	20851	

[12-31-98]

6.43.2 NMAC

13.17

**Appendix A (part II)****FLEET CONTRACT**

Bus#	Route Mileage	Route Description (area served)
8	114	MADRID, CERRILLOS, CAPSHAW (MILAGRO), ATALAYA ES, DEVARGAS MS, KEARNY ES
87	98	TESUQUE MARKET, CARLOS GILBERT ES, ASPEN CS, RAMIREZ THOMAS ES
90	92	TURQUOISE TRAIL CS, LOS PINOS, PASEO DEL SOL WEST, AIRPORT RD, SO. SIDE LIBRARY, ORTIZ MS, CAPITAL HS, NINA OTERO
93	134	AMY BIEHL CS, EL DORADO CS, PINON ES
88	134	W/c Stuart, El Dorado, Pinon ES, Amy Biehl
4		Turquoise Trail Route

[12-31-98]

## APPENDIX B

## FLEET CONTRACT PAYMENT SCHEDULE

2019 2020 SCHOOL YEAR

This contract approved by the Mountain Sol Charter School  
 (BOARD)  
 on \_\_\_/\_\_\_/\_\_\_ for Sherrard School Buses North  
 (CONTRACTOR) Inc

to operate 6 buses/routes set forth in Appendix A to provide school transportation services includes the following amounts deemed necessary for **CONTRACTOR** to carry out the terms of the contract safely, efficiently, and economically:

## I. BUS PURCHASE/RENTAL FEE:

\$ 122,297.<sup>00</sup>

## II. TRANSPORTATION SERVICES: (Estimated Budget)

## a. Fuel

\$ 24,000.<sup>00</sup>

## b. Operation &amp; Maintenance and All other expenses

\$ 34,500.<sup>00</sup>

## c. Salary and Benefits

\$ 88,000.<sup>00</sup>

## Total Transportation Services

\$ 166,500.<sup>00</sup>

## III. Total Estimated Budget

\$ 288,797.<sup>00</sup>

[12-31-98]

**State of New Mexico**  
**Public School Operating Budget**  
**Budget Summary Report**

Budget Name: Monte Del Sol Charter School 2019-2020				
Fund		Total Revenues	Total Expenditures	Difference
11000	Fund 11000: Operational Total	4,001,395	4,001,395	00
13000	Fund 13000: Pupil Transportation Total	288,797	288,797	00
10000	Fund 10000: General Funds Total	4,290,192	4,290,192	00
21000	Fund 21000: Food Services Total	74,000	74,000	00
22000	Fund 22000: Athletics Total	34,410	34,410	00
24101	Fund 24101: Title I - ESEA Total	73,654	73,654	00
24106	Fund 24106: Entitlement IDEA-B Total	94,609	94,609	00
24113	Fund 24113: Education of Homeless Total	2,620	2,620	00
24154	Fund 24154: Teacher/Principal Training & Recruiting Total	16,170	16,170	00
24171	Fund 24171: Carl D Perkins Special Projects - Current Total	28,730	28,730	00
24189	Fund 24189: Student Supp Academic Achievement Title IV Total	10,000	10,000	00
24000	Fund 24000: Federal Flow-through Grants Total	225,783	225,783	00
25153	Fund 25153: Title XIX MEDICAID 3/21 Years Total	45,508	45,508	00
25000	Fund 25000: Federal Direct Grants Total	45,508	45,508	00
27107	Fund 27107: 27107 GOB Library Total	3,361	3,361	00
27000	Fund 27000: State Flow-through Grants Total	3,361	3,361	00
29102	Fund 29102: Private Dir Grants (Categorical) Total	25,000	25,000	00
29103	Fund 29103: Teen Pregnancy Total	00	00	00
29000	Fund 29000: Combined State/Local Grants Total	25,000	25,000	00
20000	Fund 20000: Special Revenue Funds Total	408,062	408,062	00
31200	Fund 31200: Public School Capital Outlay Total	00	00	00
31600	Fund 31600: Capital Improvements HB-33 Total	672,008	672,008	00
31700	Fund 31700: Capital Improvements SB-9 Total	35,375	35,375	00
31701	Fund 31701: Capital Improvements SB-9 Local Total	244,731	244,731	00
31900	Fund 31900: Ed. Technology Equipment Act Total	240,447	240,447	00
30000	Fund 30000: Capital Project Funds Total	1,192,561	1,192,561	00

**State of New Mexico**  
**Public School Operating Budget**  
**Grant Family Grant Year Expenditure Summary Report**  
**Budget Year: 2019-2020 Grant Family: <ALL>**

Fund Code	Fund Name	Grant Year	Grant Year Allocation	Reimbursements Requested through Current Year	Remaining Balance
<b>Monte Del Sol Charter School</b>					
<b>24101</b>	Title I - ESEA	2017 2019	\$54,100.00	\$54,100.00	\$0.00
<b>24101</b>	Title I - ESEA	2018 2020	\$71,089.00	\$48,737.15	\$22,351.85
<b>24106</b>	Entitlement IDEA-B	2017 2019	\$81,090.00	\$81,090.00	\$0.00
<b>24106</b>	Entitlement IDEA-B	2018 2020	\$80,443.00	\$69,666.13	\$10,776.87
<b>24120</b>	IDEA-B "Risk Pool"	2017 2019	\$735.72	\$0.00	\$735.72
<b>24154</b>	Teacher/Principal Training & Recruiting	2017 2019	\$9,171.55	\$9,171.55	\$0.00
<b>24154</b>	Teacher/Principal Training & Recruiting	2018 2020	\$12,161.19	\$6,321.25	\$5,839.94
<b>24189</b>	Student Supp Academic Achievment Title IV	2018 2020	\$10,000.00	\$4,662.80	\$5,337.20
<b>31700</b>	Capital Improvements SB-9	NO EXP 11-12	\$7,740.00	\$7,740.00	\$0.00
<b>31700</b>	Capital Improvements SB-9	NO EXP 14-15	\$8,301.00	\$6,818.80	\$1,482.20
<b>31700</b>	Capital Improvements SB-9	NO EXP 15-16	\$8,527.00	\$0.00	\$8,527.00
<b>31700</b>	Capital Improvements SB-9	NO EXP 16-17	\$8,424.00	\$0.00	\$8,424.00
<b>31700</b>	Capital Improvements SB-9	NO EXP 17-18	\$8,668.00	\$0.00	\$8,668.00
<b>31700</b>	Capital Improvements SB-9	NO Exp 18-19	\$8,274.00	\$0.00	\$8,274.00
	<b>Total:</b>		<b>\$368,724.46</b>	<b>\$288,307.68</b>	<b>\$80,416.78</b>

FIRST AMENDMENT TO THE  
LEASE AGREEMENT WITH OPTION TO PURCHASE  
BETWEEN THE FOUNDATION FOR MONTE DEL SOL CHARTER SCHOOL  
AND MONTE DEL SOL CHARTER SCHOOL

The Foundation for Monte Del Sol Charter School ("Lessor") and Monte Del Sol Charter School ("Lessee") entered into a Lease Agreement with Option to Purchase, which is dated October 18, 2012 (the "Original LPA") and the parties desire to amend the Original LPA as set forth in this First Amendment to Lease Agreement with Option to Purchase between The Foundation for Monte Del Sol Charter School and Monte Del Sol Charter School ("First Amendment").

WHEREAS, the parties agree that the following changes and amendment to the Original LPA are consistent with the original intent and obligations of the Original LPA and that the only purpose of this amendment is to clarify Articles I, V and VI and subsections thereunder as set forth herein.

WHEREAS, the parties agree that this First Amendment is in the best interest of both parties and for protection of the public property involved.

NOW THEREFORE, the parties agree to the following changes to the Original LPA; deletions indicated by strike through and additions by language in italics:

1. ARTICLE I - DEFINITIONS AND EXHIBITS

Section 1.2 Exhibits shall be amended to add the following:

*Exhibit C – Base Rent Schedule*

2. ARTICLE V – AGREEMENT RENTAL PAYMENTS

Section 5.1 Agreement Payments shall be amended as follows:

(a) Lessee agrees to pay Lessor and Lessor agrees to accept as full rent payment for the School Site a sum equal to *the amounts provided in the Base Rent Schedule attached as Exhibit C* ~~\$21,146.00 (twenty one thousand one hundred and forty six dollars)~~ the ("Base Rent"), payable monthly on the first day of the first month following the Commencement Date and each succeeding month throughout the term of the Agreement. Any partial month will be calculated on a pro rata basis. The Base Rent shall not be adjusted as a result of capital improvements to the building or real property made by Lessee, the Santa Fe Public School District or the State without written approvals as may be required by the Public School Lease Purchase Act. ~~The Base Rent shall be subject to review on an annual basis and may be adjusted based on lease reimbursement payments set by the State, but in no event shall be adjusted to an amount less than the monthly mortgage and other loan amounts owed by Lessor.~~

(b) *A portion of each payment of Base Rent is paid as, and represents payment of, interest as shown on Exhibit C hereto, which sets forth the principal and interest component of each payment made under the Agreement. Upon receipt by the Lessor of each payment of Base Rent, the Lessor shall apply the amount of each Base Rent payment to principal and interest as*

*shown on Exhibit C, thereby reducing the purchase price for each succeeding Option Date as defined in Section 6.2.*

*(c) Lessee and Lessor agree that the Base Rent payments, as used in this Section 5.1 hereof, do not include payments for repair, maintenance, operating expenses and the like which are otherwise obligations of Lessee as Operating Expenses under the terms of Section 7.1 of this Agreement.*

*(d) The Base Rent and other obligations payable by the Lessee under this Agreement shall constitute currently appropriated expenditures of the Lessee and shall not constitute a debt or multiple fiscal year direct or indirect obligation whatsoever of the Lessee or a mandatory charge or requirement against the Lessee in any fiscal year (July 1 to June 30) beyond the fiscal year for which such payments have been approved.*

### 3. ARTICLE VI - CONTINGENT OPTION TO PURCHASE

Section 6.2 Option date, Term shall be amended as follows:

*Lessee may purchase the School Site at any time prior to the termination of this Lease for the Purchase Price as set forth in Section 6.5, provided that Lessee provides Lessor with thirty (30) days prior notice of Lessee's intent to exercise of this option. ~~after which Lessee's payments of Base Rent shall thereafter be applied to and shall reduce the Option Price set forth in Section 6.5 below until the Option Price is fully paid.~~ If this option is not exercised and the sale and transfer of the property is not completed on or prior to the sixtieth (60th) day following the termination of this Lease, this option shall expire and thereafter be of no further force or effect.*

Section 6.5 Purchase Price on Exercise of the Option. The language in this section shall be stricken in its entirety and replaced with the following language:

*Section 6.5 Purchase Price on Exercise of Option: The Purchase Price for the School Site shall be \$3,939,111.07 (Three Million, Nine Hundred Thirty-Nine Thousand, One Hundred and Eleven Dollars and seven cents) of principal upon which interest shall accrue at an annual rate of 5.00% per annum and in accordance with the schedule attached as Exhibit C. Said interest rate does not exceed the maximum permitted by the Public Securities Act, Section 6-14-1 through 6-14-3 NMSA 1978. The price to be paid by Lessee to Lessor for the School Site on an Option Date ("Purchase Price on Exercise of Option") shall be the principal balance of the unpaid Purchase Price as of that Option Date, as set forth in the schedule attached at Exhibit C, plus any accrued and unpaid interest plus expenses described in Section 6.6., below.*

A copy of the Base Rent Schedule, Exhibit C, is attached to this First Amendment. Exhibit C will replace the nine-page amortization schedule inserted after Section 6.5 (pagination in the Original LPA was omitted), which shall be deleted from the body of the Original LPA. All other terms, conditions and provisions of the Original LPA shall remain in full force and effect. In the event of any conflict between this First Amendment and the Original LPA, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, Lessor has caused this First Amendment to be executed in its corporate name by its duly authorized officers; and Lessee has caused this First Amendment to be executed in its name by its duly authorized officers, as of May 3, 2018.

LESSOR:

THE FOUNDATION FOR MONTE DEL SOL CHARTER SCHOOL

By: \_\_\_\_\_  
Its: President

LESSEE:

MONTE DEL SOL CHARTER SCHOOL

By: \_\_\_\_\_  
Its: President of the Monte Del Sol Charter School  
Governing Council

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

This instrument was acknowledged before me on May 10<sup>th</sup>, 2018 by Michael Smith as President of The Foundation for Monte Del Sol Charter School a non-profit corporation.

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

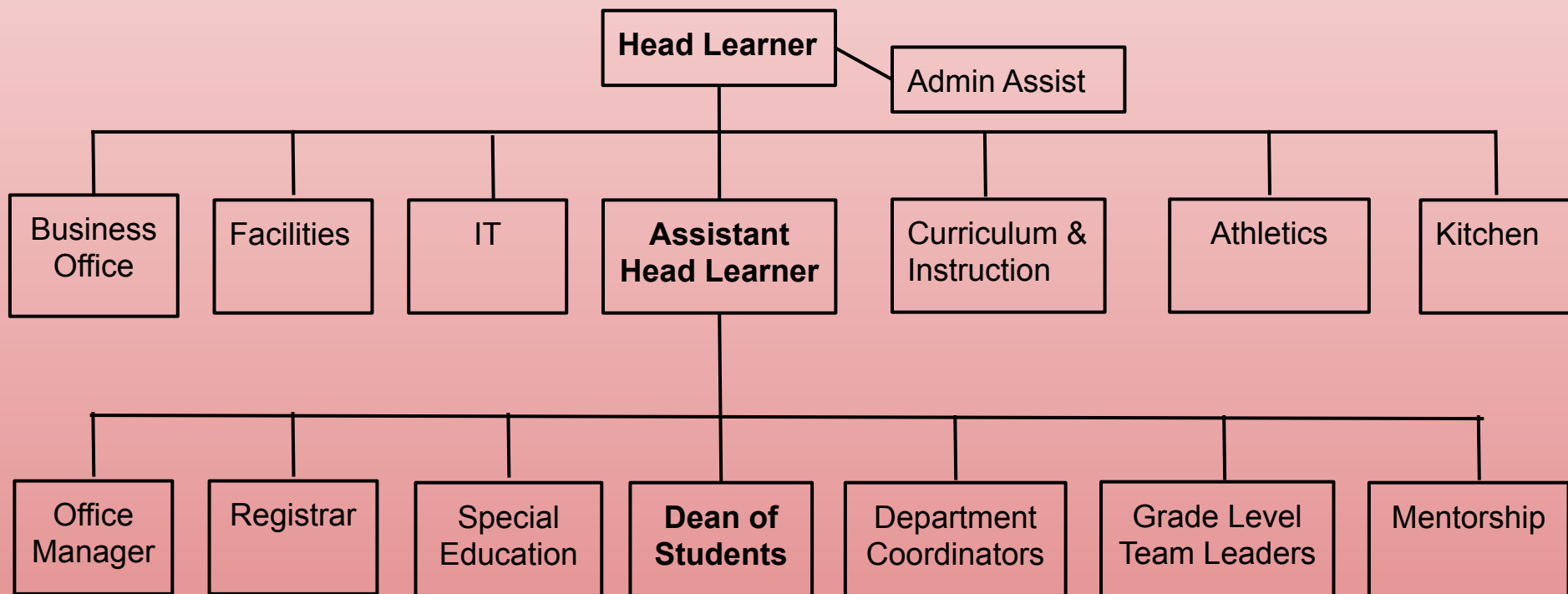
My commission expires: October 17, 2018



OFFICIAL SEAL  
Sandra Peña-Díaz  
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires 10/17/2018

PAGE 3 OF 4



### **School Leadership Team (SLT)**

Head Learner  
Ass't Head Learner  
Instructional Coordinator  
Department Heads  
Grade Level Team Leaders

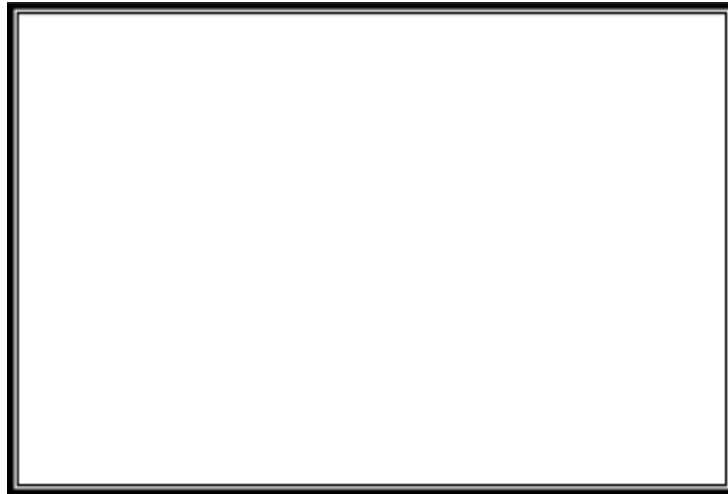
**Monte del Sol Charter School**

## **Organizational Chart**



**The State of New Mexico**

# **Charter School Contract**



Article I. Recitals.

Section 1.01 Purpose.

Section 1.02 Description of the Roles of the Parties.

Section 1.03 Description of Protocol for Oversight.

Section 1.04 History.

Article II. Parties, Notice and Intent.

Section 2.01 Parties.

Section 2.02 Notice.

Section 2.03 Creation of Essential Documents.

Article III. General Governing Principles

Section 3.01 Public Charter School.

Section 3.02 Term of the Charter.

Section 3.03 Availability of Funds.

Section 3.04 Board of Finance.

Article IV. Oversight to Allow Autonomy

Section 4.01 Oversight allowing autonomy.

Section 4.02 Charter School Rights and Obligations

(a) Curriculum, Instructional Program, Student Performance Standards.

(b) Site Based Management.

(c) Right to Sue.

(d) Limitation on Liability.

(e) Employees.

(f) Waivers.

(g) Policies.

(h) Acquisition of Property and Gifts.

Section 4.03 Authorizer Rights, Obligations, and Processes for Oversight.

(a) Authorizer Criteria, Processes and Procedures

(b) Authorizer Development of Policies and Protocols.

(c) Authorizer Development of Processes for Suspension, Revocation and Nonrenewal.

(d) Authorizer Development of a Performance Framework.

(e) Authorizer Development of a Closure Protocol.

(f) Authorizer Obligations Relating to the Contract and Monitoring

Section 4.04 Funding.

- (a) Authorizer Budget for Two Percent Administrative Fee.
- (b) Federal Program Funding for Charters.
- (c) Annual Audits.
- (d) Third Party Contracts.
- (e) Master Plan.

Article V. Performance Frameworks.

Section 5.01 Performance Framework Overview.

- (a) Optional Supplemental Indicators.

Section 5.02 Annual Performance Indicators.

Section 5.03 Progress on Performance Framework Indicators and Annual Performance indicators.

Section 5.04 Terms Requiring Amendment.

Article VI. Academic Performance Framework

Section 6.01 Academic Annual Performance indicators.

Section 6.02 Disaggregation of Data.

Article VII. Financial Performance Framework.

Article VIII. Organizational Framework.

Section 8.01 Organizational Framework, Education Program 1.a. *Is the school implementing the Material Terms of the Charter as defined in this section?*

- (a) Material Terms of the Charter.

Section 8.02 Organizational Framework, Education Program 1.b. *Is the school complying with applicable educational requirements?*

Section 8.03 Operational Framework, Students and Employees, 1.c. *Is the School protecting the rights of all students?*

- (a) Non-discrimination.
- (b) Enrollment and admission processes and procedure.
- (c) Lottery.
- (d) Continuing Enrollment.
- (e) Suspension or Expulsion.

Section 8.04 Organizational Framework, Education Program 1.d. *Is the School protecting the rights of students with special needs?*

- (a) Special Populations.
- (b) Enrollment of Students with Disabilities.

(c) Response to Intervention.

Section 8.05 Organizational Framework, Education Program 1.e. *Is the School protecting the rights of English Language Learner (ELL) students?*

Section 8.06 Organizational Framework, Education Program 1.f. *Is the School complying with compulsory attendance laws?*

Section 8.07 Organizational Framework, Education Program 1.g. *Is the School complying with the annual recurrent enrollment target?*

Section 8.08 Organizational Framework, Financial Management and Oversight 2.a. *Is the School meeting financial reporting and compliance requirements?*

(a) Authorizer Notification.

(b) Operational Reporting.

Section 8.09 Operational Framework, Financial Management and Oversight 2.b. *Is the School following Generally Accepted Accounting Principles?*

Section 8.10 Organizational Framework, Governance and Reporting 3.a. *Is the School complying with governance requirements?*

(a) Governing Structure.

(b) Change in Governance Membership.

Section 8.11 Operational Framework, Governance and Reporting 3.b. *Is the School holding management accountable?*

(a) School Complaint Process.

(b) Authorizer Notification Regarding Complaints.

Section 8.12 Organizational Framework, Students and Employees, 4.a. *Is the School meeting teacher and other staff credentialing requirements?*

Section 8.13 Organizational Framework, Students and Employees, 4.b. *Is the School respecting employee rights?*

(a) Volunteer Requirements.

Section 8.14 Organizational Framework, Students and Employees, 4.c. *Is the School completing required background checks?*

Section 8.15 Organizational Framework, School Environment, 5.a. *Is the School complying with facilities and transportation requirements?*

(a) Insurance Provider.

(b) Insurance Coverage.

(c) Change of Coverage.

Section 8.16 Operational Framework, School Environment, 5.b. *Is the School complying with health and safety requirements?*

Section 8.17 Organizational Framework, School Environment 5.c. *Is the School handling information appropriately?*

Article IX. Resolution of Dispute Relating to the Contract.

Section 9.01 Dispute Resolution.

Section 9.02 Continuation of Contract Performance.

Section 9.03 Notice of Dispute.

Section 9.04 Initial Administrative Resolution.

Section 9.05 Mediation at the Administrative Level.

Section 9.06 Governing Body Consideration.

Section 9.07 Process for Final Resolution of Dispute.

Article X. Renewal.

Section 10.01 Renewal Timeline and Process.

Section 10.02 Required Information.

Section 10.03 Authorizer Review and Analysis of Renewal Contract.

Article XI. Suspension, Nonrenewal and Revocation.

Section 11.01 Suspension, Nonrenewal and Revocation.

Section 11.02 Corrective Action Required by Authorizer for Actions Not Warranting Immediate Revocation.

(a) Notice of Unsatisfactory Performance (NUP) for actions not warranting immediate revocation.

(b) Response for actions not warranting immediate revocation.

(c) Corrective Action Plan (CAP) for actions not warranting immediate revocation.

(d) CAP Development for actions not warranting immediate revocation.

(e) Effect of Successful CAP Response for actions not warranting immediate revocation.

Article XII. School Closure.

Article XIII. General Provisions.

Section 13.01 Order of Precedence.

Section 13.02 Amendments.

(a) Terms Requiring Amendment.

(b) Authority to Amend.

(c) Process.

Section 13.03 Merger.

[Section 13.04 Non-Assignment.](#)  
[Section 13.05 Governing Law and Enforceability.](#)  
[Section 13.06 Severability.](#)  
[Section 13.07 Changes in Law, Rules, Procedures or Forms.](#)  
[Section 13.08 No Third Party Beneficiary.](#)  
[Section 13.09 No Waiver.](#)  
[Section 13.10 Authorized Signatories.](#)

This charter contract (“Contract”), effective the 1st day of July, 2015 is made and entered into between the New Mexico Public Education Commission (“Commission” or “Authorizer”) and Monte del Sol Charter School, a public charter school (“School”). Collectively, these entities are referred to as the “Parties.”

The Secretary of the New Mexico Public Education Department is authorized to hear appeals regarding this Contract from the Parties (“Secretary”)<sup>1</sup>.

## **Article I. Recitals.**

### **Section I.01 Purpose.**

The Charter Schools Act<sup>2</sup> enables a charter school

- to structure its educational program and 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 develop different and innovative ways of measuring student learning and achievement which addresses 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;

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<sup>1</sup> Section 22-8B-9(A) NMSA 1978.

<sup>2</sup> Section 22-8B-3 NMSA 1978.

- to provide parents and students with an educational alternative by creating 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; and
- to develop and use site-based budgeting that meets state fiscal requirements.

## **Section I.02      Description of the Roles of the Parties.**

In order to meet the purposes of the Act, the School will determine the process it uses to achieve successful outcomes for the students it serves. The Authorizer's role<sup>3</sup> will be to evaluate the School's outcomes rather than to establish the process by which the School achieves the outcomes sought.

## **Section I.03      Description of Protocol for Oversight.**

At the request of the Authorizer or its designee(s), in order to implement a protocol of continuous improvement or to address issues that are of concern, the School may present the Authorizer with improvement plans from time to time to address identified issues. The Parties may also implement a corrective action plan. The Authorizer may implement suspension or revocation procedures under the Charter School Act and associated regulations<sup>4</sup>.

## **Section I.04      History.**

Monte del Sol's Charter was initially granted for five years in December 1999 by

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<sup>3</sup> Section 22-8B-5.3 NMSA 1978 and all other duties assigned to the Commission relating to charter schools.

<sup>4</sup> e.g. Section 22-8B-12 NMSA 1978

Santa Fe Public Schools. The School opened in August 2000 under the leadership of founding Head Learner. That year, 121 students were enrolled in seventh and eighth grades, and every year since then a new 7th grade of 60 students has entered the School. By the 2004-2005 school year, the School had a full complement of 360 students in grades 7 through 12. The Class of 2005 was the first graduating class. Monte del Sol's Charter was renewed in 2004 and again in 2009 for a further five years by the Santa Fe School District.

The founders believed that learning best takes place in a small school environment where every student is known well. They recognized that all learning is relational and that interactive, engaged learning is an essential element. Ted Sizer's Coalition of Essential Schools was an inspiration for the founding, emphasizing that the school is a community where every student is well known by the staff and most of the other students. While the School emphasizes that the school is a community, it is equally important for our student to realize that our world is a large community, and our graduates should know how they fit into that larger circle.

Monte del Sol's diversity has increased since its founding, and is reflected in the current year's enrollment reflecting a diverse range of student ethnicities as well as a wide range of ability levels.

The School's impact on the community has been important. The best indicator is the waiting list for 7<sup>th</sup> graders, where this year we had almost 300 applicants for 40 open slots. The mentorship program is a critical link with the community. Over the last 14 years the School has had more than 2,400 mentorships with adults in the community.

See, Exhibit 1, Documentation of renewal approval or permission to commence operation by the Authorizer.

The Parties, therefore, hereby agree to establish a New Mexico public charter school according to the following terms and conditions of this Contract.

## **Article II. Parties, Notice and Intent.**

## **Section II.01      Parties.**

The Commission is created pursuant to the Article XII, Section 6 of the New Mexico Constitution and has powers as accorded to it by law. The Commission is authorized to receive applications for initial and renewal charter applications that request to be authorized by the state<sup>5</sup>.

The Charter Schools Division (CSD) of the New Mexico Public Education Department (NMPED) shall provide staff support to the Commission as it performs its functions; provide staff support to the Secretary; provide technical support to the School and make recommendations regarding approval, denial, suspension or revocation of the School<sup>6</sup>. (The Commission or any person designated by the Commission to address an issue or shall be referred to generally as “Authorizer” from this point forward.)

The School is a charter school approved by the Authorizer. (The School Governing Body, its Head Administrator as staff or any person designated by the Governing Body or its Head Administrator to address an issue shall be referred to generally as “School” from this point forward.)

## **Section II.02      Notice.**

Any notice required, or permitted, under this Contract shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgement

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<sup>5</sup> Section 22-8B-16 NMSA 1978.

<sup>6</sup> Section 22-8B-17 NMSA 1978.

of receipt) or three days after mailing when sent by certified mail, to the Head Administrator for notice to the School, or to the designated Authorizer representative for notice to the Authorizer at the addresses set forth below. Either Party may change the address for notice by giving written notice to the other Party. At the commencement of any action which requires notice, the parties may agree to use electronic notice and filing.

<b>New Mexico Public Education Commission</b> C/O Director, Options For Parents New Mexico Public Education Department 300 Don Gaspar, Room 301 Santa Fe, New Mexico 87505  AND  Attorney for the PEC New Mexico Attorney General's Office 408 Galisteo Santa Fe, NM 87501
<b>Charter Schools Division</b> C/O Director, Options For Parents New Mexico Public Education Department 300 Don Gaspar, Room 301 Santa Fe, New Mexico 87505  <b>And a separate notice to</b>  <b>Assistant General Counsel</b> <b>Charter Schools Division</b> C/O Director, Options For Parents New Mexico Public Education Department 300 Don Gaspar, Room 301 Santa Fe, New Mexico 87505
Monte del Sol Charter School <b>Governing Body Contact]</b> Brett Fraunglass,

4157 Walking Rain Rd. Santa Fe NM 87507, (505) 660-0788, brett@iearchitecture.com
<b>Head Administrator</b> A. Robert Jessen, Ph.D., 4157 Walking Rain Rd. Santa Fe NM 87507, 505-982-5225, ext. 101 arjessen@montedelsol.org
<b>Attorney</b> Patty Matthews Matthews Fox PC, 1925 Aspen Dr., Ste. 301A Santa Fe, New Mexico 87505 (505) 473-3020, pmatthews@matthewsfox.com

### **Section II.03      Creation of Essential Documents.**

Essential Documents. This Contract, the Performance Frameworks (as discussed in further detail in Articles V through VIII below) including the annual performance indicators set under the Performance Frameworks together form the essential documents governing the Parties (“Essential Documents”). Goals set forth in the initial application or the renewal application shall be reviewed by the Parties as part of the basis for the negotiations of the Performance Frameworks as further described in Section VI below. Where appropriate, the conditions placed by the Authorizer on the School in the application of renewal process may become Performance Indicators in the annual Performance Frameworks in order to monitor the School’s compliance with the conditions.

Material Elements of Charter and Renewal Applications Incorporated. The material provisions of the renewal application have been incorporated as part of the Contract and are listed in Article VIII below.

## **Article III. General Governing Principles**

### **Section III.01 Public Charter School.**

The School is authorized by the Authorizer to operate as a public school, but is a separate legal entity from the Authorizer<sup>7</sup>. Notwithstanding its existence as a separate legal entity, the School is subject to all applicable state and federal laws, regulations, rules, and policies unless waived by the Secretary or by law<sup>8</sup>.

### **Section III.02 Term of the Charter.**

This Contract and the Performance Frameworks are effective as of July 1, 2015. The Term of this Contract shall run until June 30, 2020.

### **Section III.03 Availability of Funds.**

Although this Contract is for the operation of the School for the Term of the Contract, any financial commitment on the part of the NMPED or Authorizer, if applicable, contained in this Contract is subject to the annual appropriations of the New Mexico Legislature.

### **Section III.04 Board of Finance.**

The governing body of the School is qualified as a Board of Finance.

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<sup>7</sup> Sections 22-8B-2(A) and 22 -8B-4(C),(J), (N), (P), and (R) (2011) NMSA 1978.

<sup>8</sup> Section 22-8B-5 NMSA 1978.

## **Article IV. Oversight to Allow Autonomy**

### **Section IV.01      Oversight allowing autonomy.**

The Authorizer shall comply with the provisions of the Act and the terms of the Contract in a manner that does not unduly inhibit the autonomy granted to the School. In order to meet the purposes of the Act, the School will determine the process it uses to achieve the successful outcomes for its students. The Authorizer's role will be to evaluate the School's outcomes according to this Contract and the Performance Frameworks, rather than to establish the process by which the School achieves the outcomes sought.

### **Section IV.02      Charter School Rights and Obligations**

#### **(a) Curriculum, Instructional Program, Student Performance Standards.**

The School shall have the authority and responsibility for designing and implementing the educational plan described as material terms of the Charter in Section 8 below.

#### **(b) Site Based Management.**

The School is responsible for its own operation, including preparation of a budget; is subject to audits<sup>9</sup>; may contract for services; and shall address personnel matters in accordance with the School Personnel Act<sup>10</sup> and all other applicable laws.

#### **(c) Right to Sue.**

The School's Governing Body may contract, sue and be sued.

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<sup>9</sup> Pursuant to the Audit Act at Section 12-6-1 NMSA 1978, *et seq.*

<sup>10</sup> Section 22-10A-1 NMSA 1978, *et seq.*

**(d) Limitation on Liability.**

The Authorizer shall not be liable for any acts or omissions of the School<sup>11</sup>.

**(e) Employees.**

All employees hired by the School shall be employees of the School for which the Authorizer has no employment responsibility.

**(f) Waivers.**

***(i) Automatic Waivers.***

The Charter School Act allows for waivers for the School from the requirements of the Public School Code pertaining to individual class load, length of the school day, staffing patterns, subject areas, purchase of instructional materials, evaluation standards for school personnel, school principal duties and driver education<sup>12</sup>.

Waivers listed pursuant to this paragraph shall be effective for the term of the Contract<sup>13</sup>. The list of waivers is attached as Exhibit 2.

***(ii) Discretionary Waivers.***

The School has listed Discretionary Waivers that either it has obtained or will seek from the Secretary, as set forth in Exhibit 2, which must be approved by the Secretary as set forth in (iii) below.

***(iii) Waiver Approval.***

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<sup>11</sup> Section 22-8B-4(P) NMSA 1978 (2011).

<sup>12</sup> Section 22-8B-5(C) NMSA 1978 (2006).

<sup>13</sup> Section 22-8B-5(C) NMSA 1978 (2006).

The School shall, within 30 days from the execution of this Contract, deliver to the NMPED any Discretionary Waiver requests submitted for the Secretary's approval. The NMPED shall notify the School of the Secretary's decision on the Discretionary Waiver(s). The School shall ensure that Exhibit 2 correctly identifies the waiver(s) approved by the Secretary.

***(iv) Subsequent Waivers.***

The School may request additional Discretionary Waivers from the Secretary after the initial request. Any new waiver requests shall be processed according to NMPED waiver request procedures, and, if approved, shall be added to this Contract by the School submitting a revised list of approved waivers (Exhibit 2 to this Contract) to the Authorizer.

***(g) Policies.***

The School has developed its own policies and agrees to adopt policies and/or procedures, if and as needed, to deliver the School's program. The School shall be exempt from local district policies and shall, instead, develop policies and procedures to the extent required by applicable law and regulation.

***(h) Acquisition of Property and Gifts.***

The School, within constitutional and statutory limits, may acquire and dispose of property, provided that, upon termination of the Charter, the following will occur:

All assets of School shall revert to the state, except that, if all or any portion of a School facility is financed with the proceeds of general obligation bonds issued by a local school board, the facility shall revert to the local school board.<sup>14</sup>

The School's Governing Council may accept or reject any charitable gift, grant, devise or bequest; provided that no such gift, grant, devise or bequest shall be accepted if subject to any condition contrary to law or to the Material Terms of this Contract as set forth in Article VIII below. The particular gift, grant, devise or bequest shall be considered an asset of the School.

#### **Section IV.03      Authorizer Rights, Obligations, and Processes for Oversight.**

##### **(a) Authorizer Criteria, Processes and Procedures**

The Act requires that the Authorizer develop and maintain the criteria, processes and procedures<sup>15</sup> that the Authorizer and its designees will use for ongoing oversight of organizational, financial and academic performance of the School. Accordingly, these criteria, processes and procedures are set forth in this Article IV and in Articles V through VIII below.

In areas where the School needs improvement (as identified by results of the assessment of the School under the Performance Framework or any performance review), and as requested by the Authorizer, the School shall present an improvement

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<sup>14</sup> Section 22-8B-4 (N) NMSA, 1978

<sup>15</sup> Section 22-8B-5.3(H) NMSA 1978.

plan(s) to the Authorizer for approval. The School will report to the Authorizer on the progress of the improvement plans from time to time, as established in the improvement plans. The Authorizer may require and the School shall implement a corrective action plan. If warranted the Authorizer may implement revocation, suspension or other procedures pursuant to the process in Article XI.

**(b) Authorizer Development of Policies and Protocols.**

The Authorizer shall develop and maintain chartering policies and practices consistent with nationally recognized principles and standards for quality charter authorizing as set forth by the Act, including policies regarding charter school oversight and evaluation; organizational capacity and infrastructure; evaluation of charter applications; performance contracting; and charter school corrective action plans; suspension, revocation, renewal, and closure processes. This contract and the Performance Framework demonstrate, in part, implementation of its chartering policies and practices.

**(c) Authorizer Development of Processes for Suspension, Revocation and Nonrenewal.**

The Authorizer shall develop processes for suspension, revocation or nonrenewal of a school<sup>16</sup>. In the event that the Authorizer ever determines that suspension, revocation or nonrenewal of the School is appropriate, the Authorizer shall

- i. provide the School with timely notification of the prospect of suspension, revocation or nonrenewal of the Charter and the reasons for such action;

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<sup>16</sup> Section 22-8B-12(L) NMSA 1978 (2011).

- ii. allow the School a reasonable amount of time to prepare and submit a response to the Authorizer's action no less than 30 days, absent exigent circumstances; and
- iii. submit the final determination made by the Authorizer to the NMPED.

In addition, Article XI below also sets forth terms relating to suspension, revocation and non-renewal.

**(d) Authorizer Development of a Performance Framework.**

Throughout the term of this Contract, the Authorizer shall establish annual Performance Framework templates that set forth clear academic and operations performance indicators, measures and metrics that includes the following:

- a. Student academic performance;
- b. Student academic growth;
- c. Achievement gaps in both proficiency and growth between student subgroups;
- d. Attendance;
- e. Recurrent enrollment from year to year;
- f. Post-secondary readiness and graduation rate (if the charter school is a high school);
- g. Financial performance and sustainability; and
- h. Governing body performance, including compliance with all applicable laws, rules, and terms of the Contract.

For purposes of this Contract, the Authorizer shall implement the performance indicators, metrics and measures through the Performance Frameworks. Any additional indicators shall be negotiated in good faith between the Parties and included in the annual School Specific Indicators as discussed in Article V below.

**(e) Authorizer Development of a Closure Protocol.**

The Authorizer shall establish a closure protocol in the event the School closes. The Authorizer shall oversee and work with the closing School to ensure a smooth and orderly closure and transition for students and parents according to the closure protocol and to ensure that assets are appropriately accounted for and protected<sup>17</sup>. In addition, Article XII below also sets forth terms relating to closure.

**(f) Authorizer Obligations Relating to the Contract and Monitoring**

***(i) Negotiate the Contract in Good Faith.***

The Authorizer shall negotiate and execute this Contract, in good faith, so long as it meets the requirements of the Act<sup>18</sup>.

***(ii) Collect, Analyze and Report Data.***

The Authorizer shall collect, analyze and report all data from state assessment tests in accordance with the Performance Frameworks.

**1) Access to Data and State Assessment.**

The School shall obtain information where possible directly from NMPED, including, but not limited to, test scores, Elementary and Secondary Education Act school

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<sup>17</sup> Section 22-8B-12.1(A) NMSA 1978 (2011).

<sup>18</sup> Section 22-8B-9 NMSA 1978 (2011).

improvement status, A-F school grading designation, Common Core alignment information, special education notices, and funding information. The Authorizer or its designee at the request of the School shall provide the School with substantive information pertaining to the School to which the Authorizer has access in a timely way that is otherwise not provided directly to the School by the NMPED.

## **2) Data Available through student information systems.**

To the extent possible, the Authorizer shall not request reports from the School that are otherwise available to the Authorizer through student information systems or other data sources available to the Authorizer, including but not limited to those data sources created and kept by the NMPED.

In the event that information requested on the reports is available to the Authorizer's designee from the student information systems or other data sources reasonably available to the Authorizer's designee, the Authorizer's designee shall pre-populate required reports and provide this pre-populated report to the School.

### ***(ii) Conduct Oversight.***

The Authorizer shall conduct and/or require oversight activities according to its policies and procedures to allow the Authorizer to fulfill its responsibilities under the Act, including conducting appropriate inquiries and investigations, when warranted.

### ***(iii) Monitor School's Progress (Site Visits).***

The Authorizer shall continuously monitor and conduct at least one annual visit to the School to provide technical assistance to determine the overall organizational, academic and financial performance of the School as described in the Performance Frameworks.

### **1) Site Visit**

The Authorizer designee(s) shall make at least one annual visit to the School<sup>19</sup> (“Annual Site Visit”). The Authorizer its designee(s) or legal counsel, however, may conduct such monitoring activities in its performance review as it deems appropriate to ensure that the School is complying with applicable law, the terms of this Contract and Essential Documents. Except in extraordinary circumstances, Authorizer visits should be pre-arranged and with reasonable notice to avoid needless disruption of the educational process. The Authorizer, or its designee(s) reserves the right to make unannounced visits to open meetings, or to the School.

### **2) Annual Site Visit/ Site Visit Report.**

The protocol for the Annual Site Visit and Annual Site Visit Report shall be conducted and prepared according to the Authorizer protocol and forms provided relating to the Performance Frameworks (as discussed in Articles V - VIII below) and any plan created pursuant to this Contract (i.e. improvement plan or corrective action plan). The protocol and forms shall be provided at least 30 days in advance to the School. The Annual Site Visit shall contain a review, at a minimum, of the School’s evidence of progress towards

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<sup>19</sup> Section 22-8B-12(E) NMSA 1978 (2011).

the indicators identified in the Performance Frameworks and progress towards any plan created pursuant to this Contract, as applicable.

Following the site visit, the Authorizer or its designee(s) shall complete a draft of the Annual Site Visit Report and present it to the School within 45 days after completion of the site visit. The School shall have 30 days to provide input and comment.

***(iv) Review Data.***

The Authorizer shall review the data provided by the School to support ongoing evaluation according to the terms of the Contract.

***(v) Notify School of Unsatisfactory Performance.***

The Authorizer shall notify the School in a timely manner of unsatisfactory performance on the organizational, academic or financial frameworks, or any other factor that may result in an improvement plan, corrective action, nonrenewal or revocation as determined during the annual site visit or at any other time.

If, based on a performance review conducted by the Authorizer, the Authorizer finds that the School is not making satisfactory progress towards organizational, academic or financial performance or the Authorizer believes there to be a breach of this Contract, the Authorizer may take any steps allowed by law including but not limited to establishment of an Improvement Plan or a Corrective Action Plan as set forth in Article

XI<sup>20</sup>. The Authorizer may suspend or revoke the School's Charter if warranted<sup>21</sup> and according to the process established by the Authorizer.

***(vi) Suspend, Revoke or Not Renew the Contract, if necessary.***

The Authorizer may suspend, revoke or not renew this Contract and the Charter<sup>22</sup> if the Authorizer determines that the School did any of the following:

- a. Committed a material violation of any of the conditions, standards or procedures set forth in this Contract;
- b. Failed to meet or make substantial progress toward achievement of the department's minimum educational standards or the 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.

***(vii) Identify Reasons for Suspension, Revocation or Nonrenewal.***

The Authorizer shall state in writing and at a public meeting its reasons for the suspension, revocation or nonrenewal, including the factual bases therefor, if the Authorizer revokes or does not renew a charter<sup>23</sup>.

## **Section I.02      Funding.**

***(a) Authorizer Budget for Two Percent Administrative Fee.***

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<sup>20</sup> Section 22-8B-12(F) NMSA 1978.

<sup>21</sup> Section 22-8B-12(K) NMSA 1978 (2012).

<sup>22</sup> Section 22-8B-12(K) NMSA 1978 (2012).

<sup>23</sup> Section 22-8B-12(M) NMSA 1978 (2011).

The amount of funding allocated to the School shall not be less than ninety-eight percent of the school-generated program costs<sup>24</sup>. The Authorizer may withhold and use the remaining two percent of the school-generated program cost for its administrative support of the School. The Authorizer shall use the two percent amount withheld for the following purposes:

1. A portion of the expenditures supports the charter school division staff salaries and benefits.
2. A second portion of the expenditures supports the Public Education Commission's work. This includes their travel, and expenses such as meals, hotels, and per diem.
3. A third portion of the expenditures provides the resources needed to accomplish the oversight necessary such as supplies, hardware, software and other resources needed to support the work of the CSD.
4. A fourth portion of the expenditures provides the resources needed from all other bureaus in the NMPED that spend time working on issues related to charter schools, including but not limited to, Special Education, Information Technology, Title I, School & Family Support Bureau, Student Nutrition, and School Budget.

**(b) Federal Program Funding for Charters.**

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<sup>24</sup> As defined by the Public School Finance Act, Section 22-8-1 NMSA 1978, *et seq.* Also see Section 22-8B-13 NMSA 1978 (2006).

The School is authorized by law to apply for federal funding for which it may be eligible<sup>25</sup>.

**(c) Annual Audits.**

The School agrees to pay its proportionate share of the NMPED's annual audit expense and to budget an appropriate amount annually for purposes of conducting the School's annual audit.

*Select one:*

☒ The School has an associated not-for-profit foundation named Foundation for Monte del Sol, and the foundation is designated as a component unit of the School.

The foundation shall pay a reasonable, additional amount to include the not-for-profit foundation in the School's audit.

OR

☐ The School does not have an associated not-for-profit foundation that is designated as a component unit of the School.

School Delay in Audit. If the School's annual audit is delayed and that delay results in the School and/or the NMPED receiving a "late audit report" finding, the NMPED shall notify the Authorizer and the School with that information once the audit is released publically. The Authorizer may determine that the "late audit report" finding constitutes a violation of this Contract or the Performance Framework indicators and shall provide the School a reasonable opportunity to submit an explanation for the audit finding in addition to its "management response" for the Authorizer's review

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<sup>25</sup> Section 22-8B-13(C) and (D) NMSA 1978.

The PEC may make an independent determination of whether it considers the School's "late audit finding" a material violation of this Contract based on the School's response to the audit finding and take appropriate action including imposition of the sanctions as set forth in NMSA 1978, 22-8-12.1 or as otherwise provided by law.

**(d) Third Party Contracts.**

The School may contract<sup>26</sup> with a school district, a university or college, the state, another political subdivision of the state, the federal government or one of its agencies, a tribal government or any other third party for the use of a facility, its operation and maintenance and the provision of any service or activity that the School is required to perform in order to carry out the educational program described in the Material Terms of the Contract as set forth in Article VIII below.

The School shall not contract with a for-profit entity for the management of the School.

Contract for goods or services. If the School proposes to contract with a third party provider for goods or services over \$60,000, the School shall provide notice that demonstrates that the contract complies with the Procurement Code and other applicable laws that relate to the use of public funds and provide a written assurance

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<sup>26</sup> Section 22-8B-4 (R) NMSA 1978.

that the proposed contract preserves the School's financial independence from the provider ("Financial Compliance Documentation").<sup>27</sup>

Contract relating to Real Property. For any contract over \$60,000 involving real property, the School shall provide notice by submitting a written assurance that the proposed contract preserves the School's financial independence from the provider ("Real Property Compliance Documentation"). The written assurance may be satisfied by providing a copy of the written assurance provided pursuant to the Public School Finance Act.

1. The terms of this section do not apply to personnel contracts. The School is not required to seek a review of any personnel contracts.
2. After receipt of the required Financial Compliance Documentation or Real Property Compliance Documentation request from School on forms provided by the Authorizer, the Authorizer, its designee(s) or legal counsel, or staff's legal counsel designated to review the documentation shall respond in writing within 10 working days with objection(s) to the Financial Compliance Documentation or Real Property Compliance Documentation and the basis for such objection(s). If there is no response, the Authorizer shall be deemed to have consented to the proposed contract with the selected vendor.
3. If the Authorizer, its designee(s) or legal counsel designated to review the documentation raises an objection(s) regarding the Financial Compliance

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<sup>27</sup> Section 22-8B-9(B)(14) NMSA 1978 (2011).

Documentation or Real Property Compliance Documentation request, the School may submit a response within 10 working days.

4. The Authorizer, its designee(s) or legal counsel must then object or consent to the Financial Compliance Documentation or Real Property Compliance Documentation request in writing within 10 working days.

5. If the Authorizer, through its designee(s) or legal counsel, raises objection(s) that are unable to be resolved by the response from the school, either party may choose to commence alternative dispute resolution procedures outlined in Article IX of this contract. The parties are encouraged to continue informal discussions in an effort to resolve the objections.

#### **(e) Master Plan.**

The School shall prepare its own facility master plan in compliance with the rules of the Public School Capital Outlay Council and the Public Schools Capital Outlay Act<sup>28</sup>.

## **Article II. Performance Frameworks.**

### **Section II.01 Performance Framework Overview.**

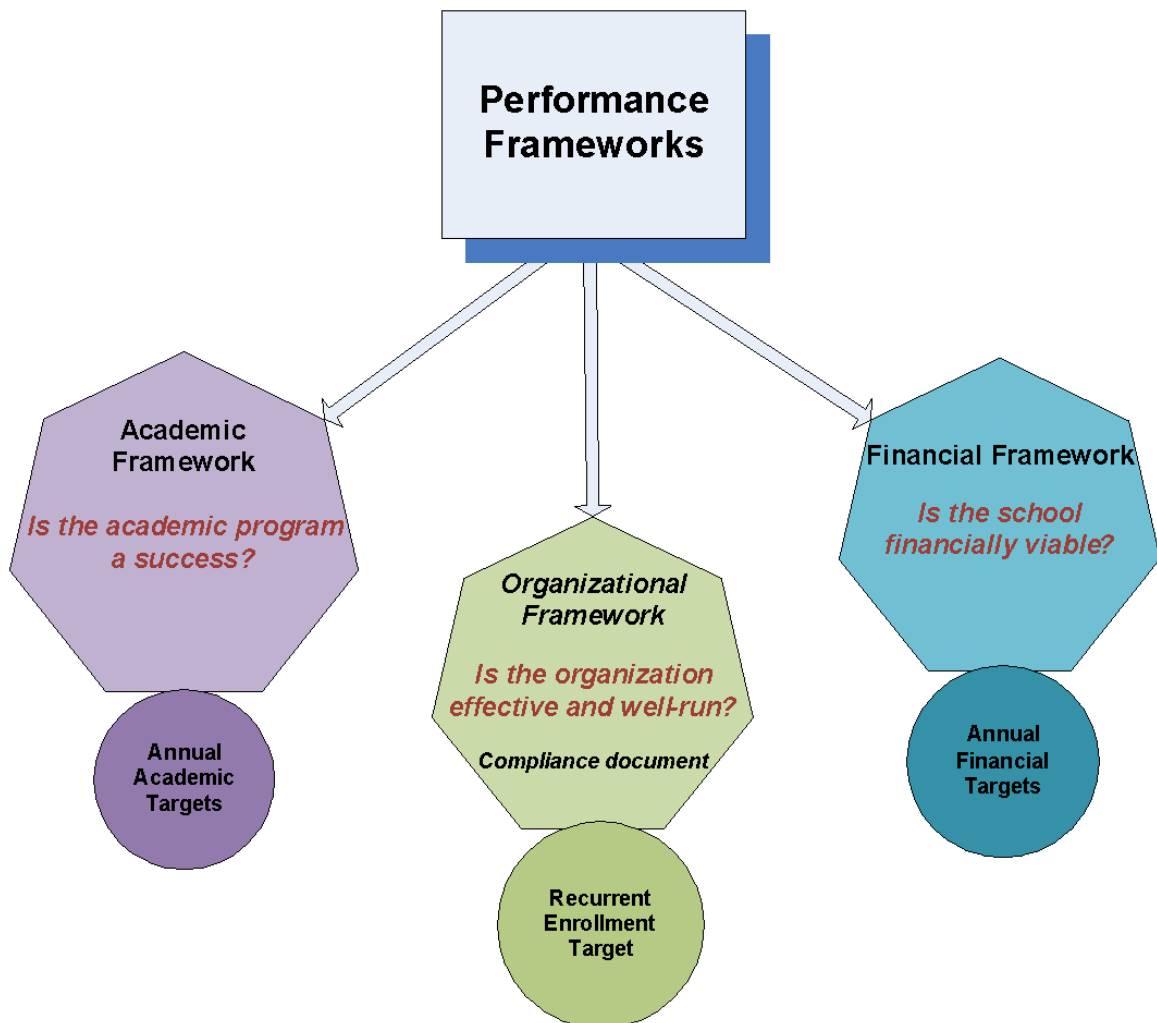
The School's performance shall be based on three Performance Frameworks: an Academic, an Organizational and Financial Framework, which are discussed in further detail in Articles VI, VII and VIII below. Each Framework will include indicators<sup>29</sup>, measures and metrics. As referenced above, these Performance Frameworks and the

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<sup>28</sup> Section 22-24-4 NMSA 1978 (2010).

<sup>29</sup> Performance indicators in this Contract are the same as the performance targets referenced in Section 22-8B-9.1(B) NMSA 1978 (2011)

annual performance indicators are part of the Essential Documents governing the Parties.



#### (a) Optional Supplemental Indicators.

The School may identify optional supplemental indicator(s) that are specific, rigorous, valid, measureable and reliable. If such indicator(s) are identified, the School shall report each year on supplemental indicator(s) as set forth in the Performance Framework. Progress towards achieving the supplemental indicator(s) shall be described annually.

These annual Performance Frameworks will be used by the Authorizer to monitor and assess the performance of the School. The Performance Frameworks are the basis of the annual school review process, and the data and evidence resulting from the annual review ultimately will inform the Authorizer's renewal decision.

## **Section II.02      Annual Performance Indicators.**

Each Performance Framework is set up to establish annual performance indicators and targets. For the annual performance indicators and targets, the Authorizer first shall approve a Performance Framework template to be used for the upcoming school year, after consultation with its schools. The Parties shall then complete the template with school-specific indicators for each year this Contract is in effect ("negotiated Performance Framework"). The annual negotiated Performance Framework and scorecards are compiled in Exhibit 3. The annual negotiated Performance Framework negotiated by the parties may include additional specific, rigorous, valid and reliable indicators to augment other evaluations of the School's performance. The annual negotiated Performance Framework established for each year of this Contract and scorecards resulting from a review of these annual School Specific Indicators shall be included in the Essential Documents as Exhibits 3.1, 3.2, 3.3, 3.4 and 3.5, as each document is created for each year of the Contract.

## **Section II.03      Progress on Performance Framework Indicators and Annual Performance indicators.**

The School shall make satisfactory progress towards the negotiated Performance Framework which includes Academic, Financial and Organizational Frameworks by meeting or exceeding the standard as set forth in the negotiated Performance Framework. If the Authorizer finds that the School is not making satisfactory progress toward any part or all of the annual negotiated Performance Framework or fiscal, overall governance and student performance and legal compliance<sup>30</sup>, the Authorizer may take such action as allowed by this Contract or by law, rule or regulation, including implementing an Improvement Plan, a Corrective Action Plan or charter revocation as set forth in this Contract or by law, rule or regulation.

The renewal of the School's charter shall be based substantially on the data collected regarding how the School is progressing towards the annual School Specific Indicators in the negotiated Performance Frameworks and compliance with the terms of this Contract. The Parties will negotiate how the School will show compliance with its annual Academic Indicators. The information from the annual Financial Framework will come from the annual School audit or any other applicable sources. Each annual Organizational Indicator outlines the evidence that the School may show the Authorizer to show compliance with that Indicator.

During the Annual Site Visit, the Authorizer designee(s) and School shall review annual School Specific Indicators established the previous school year. Subsequently, the

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<sup>30</sup> Section 22-8B-12 (D) 1978

Parties shall identify the annual School Specific Indicators for the next year considering and incorporating the general annual performance indicators set by the Authorizer for that year. The Parties may meet to negotiate changes if necessary.

#### **Section II.04      Terms Requiring Amendment.**

Any modification of the Performance Frameworks requires an amendment that must be agreed to and executed by both Parties. Each Party must vote on this amendment in an open public meeting prior to execution of the amendment. The School will submit the requested amendment to all entitled to notice in Section 2.02 and request that the Authorizer place the amendment on the agenda of the Authorizer for approval.

### **Article III. Academic Performance Framework**

*Is the Academic program a success?*

#### **Section III.01      Academic Annual Performance indicators.**

The annual negotiated Performance Framework includes three parts. One part is an Academic Framework. The Academic Framework looks at student performance.

Failure to meet the standard(s) set forth in an Academic Performance Indicator is not a “material violation” as defined in NMSA 1978, §22-8B-12(K)(1). Rather it may be deemed a failure “to meet or make substantial progress toward achievement of the department’s minimum educational standards or student performance standards”

(NMSA 1978, §22-8B-12(K)(2)) and may be assessed accordingly for purposes of nonrenewal or revocation.

### **Section III.02      Disaggregation of Data.**

The Parties shall look at disaggregated data by student subgroup, including gender, race, poverty status, special education or gifted status, and English language learner status, in determining student performance. The Parties may obtain such information through reports prepared by the NMPED. To the extent that an annual performance indicator already reports disaggregated data by student subgroup, such as the A-F grading system, the Parties may use this report in their review rather than creating additional reports.

## **Article IV. Financial Performance Framework.**

*Is the School financially viable?*

The annual negotiated Performance Framework includes three parts. One part is a Financial Framework. The Financial Framework looks at the financial viability of the School.

## **Article V. Organizational Framework.**

*Is the organization effective and well run?*

The annual negotiated Performance Framework includes three parts. One part is an Organizational Framework. The Organizational Framework is a compliance checklist that ensures that the School is responsive to the needs of its students, employees and

School community, and also looks at recurrent enrollment. This framework looks at organizational, overarching processes established by the School to ensure efficient operations by the School and compliance with applicable laws.

The following is a general description of the Organizational Framework areas of focus.

**Section V.01      Organizational Framework, Education Program 1.a. *Is the school implementing the Material Terms of the Charter as defined in this section?***

Organizational Framework Question 1.a. Description. The School shall demonstrate evidence of achieving the Material Terms of the Charter in all respects.

**(a) Material Terms of the Charter.**

The Parties agree that the following are the “Material Terms” of the approved Charter:

**(i) Operational Structure**

Length of school day	2 days a week (presently M & W) - 6.33 hours 2 days a week (presently T & Th) - 6.5 hours 1 day a week (presently F )- 5.4 hours
Length of school year	174 days  Please note that the school may change to a 4 days week schedule while maintaining the minimum school hour requirement.
Enrollment cap	360
Authorized school grades	7-12
Partner	none
Management company	none

## ***(ii) School Mission***

The School's mission statement is as follows:

Monte del Sol Charter School educates and inspires Santa Fe's diverse population in grades 7 through 12, by building strong relationships and creatively engaging the local and global community.

To do this, Monte del Sol Charter School will:

- provide a small school so each individual is known;
- acknowledge and celebrate the diversity of its members and the community;
- connect students with adult community members through the mentorship program;
- foster awareness of the world through international trips, student exchanges, special events and curricula;
- engage students in the arts through events, activities, and curricula;
- teach the importance of environmental sustainability in our curricula and through participation in the garden.

The School shall report each year on implementation of its mission as set forth in the mission specific indicator(s) as set forth in the Performance Framework, Academic Framework. Progress toward achieving the School's Mission shall be described annually.

## ***(iii) Educational Program of the School***

The number of students is capped at 360 for grades 7 through 12, so that each student is known by both teachers and other students. Monte del Sol believes that all students should develop relationships with adults by attending a small school, and through participation in the Mentorship program.

Learning best takes place in a small school environment where every student is known well. All learning is relational and that interactive, engaged learning is an essential element. The school follows the philosophy of Ted Sizer's Coalition of Essential Schools that the school is a community where every student is well known by the staff and most of the other students. While we emphasize that the school is a community, it is equally important for our student to realize that our world is a large community, and our graduates should know how they fit into that larger circle.

Much of the Monte del Sol mission is subsumed in the concept of Global Literacy. The Wisconsin Department of Public Instruction defines Global Literacy as the “Five C’s: **communication** - be able to speak more than one language, **culture** - explore and experience the compassion and the curiosity about another culture, **citizenship** - understand global responsibility, **community** - understand current international issues, and **careers** - become lifelong-learners.” The school is working towards assessment of students using these criteria.

#### *(iv) Student – Focused Term(s).*

In order to graduate from Monte del Sol students must complete two mentorships in the community. They may take mentorships in middle school, and are encouraged to do so, but those will not count towards the high school mentorship requirement. In order to fulfill this requirement, we currently have 1.4 FTE dedicated to the delivery of the Mentorship Program.

The mentorship program is unique because it does not target at-risk youth, nor is it a career-readiness program. Instead, students are matched with a member of the community who has expertise in the student’s topic of personal interest in order to foster students’ self-knowledge and personal development.

Mentorships are evaluated on several levels. Each mentorship student makes a presentation at the Festival of Learning, which takes place at the end of the school year in a formal, off-campus setting. These presentations are evaluated by a panel of adults using a rubric with six criteria: preparedness, knowledge, organized, passionate, talent, commitment. Mentorship portfolios are evaluated by the mentorship staff using a rubric with seven criteria: grammar and mechanics; professional style and attention to audience; organization and development; engagement with supporting materials; engagement with the learning process; demonstrates passion and commitment; and clear evidence of learning.

School seniors are encouraged to be role models within their immediate world communities. This is encouraged through participation programs such as the following:

- “We Can Change the World Challenge”, which allows students a platform for developing
  - environmental sustainability projects
  - Student-led diversity workshops
  - Recycling education and outreach
- Serving on Honor Council, Community Service, Gay-Straight Alliance and Model UN
- Organizing self-esteem and anti-drug/substance abuse seminars

- Development of Senior Leadership Group to organize and oversee fundraising and school spirit
- Work on Earth Day Committee
- “Think About It” – positive norming collages in the gathering space
- Annual mural committee
- Anonymous acts of kindness

***(v) Teacher – Focused Term(s).***

The School leadership and staff negotiate shared leadership of the School and commit to implement transparent processes relating to employment at the School.

***(vi) Parent – Focused Term(s).***

Monte parents are requested to donate 10 hours to the school for the year, which may include helping in the garden, volunteering at dances, sporting events, or school fundraisers. We also encourage parents to serve as mentors for other students, to help them to fulfill the students’ two required mentorships. Parents are also encouraged to attend Spanish-speaking family night at school, and the mentorship festival. Parents are encouraged to attend one parent-student conference per quarter

***(vii) Governance Structure.***

The Parties agree that the following are key provisions regarding the School’s governance structure.

None

***(viii) Total Student Enrollment.***

As set forth above, the School is authorized to enroll the following:

360

The School shall provide instruction to students in such grades and subject to approved caps in each year of operation<sup>31</sup>. The School may make modifications as to

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<sup>31</sup> Section 22-8B-6 NMSA 1978 (2011).

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, and attrition patterns. However, the School shall not increase the number of grades or the total number of students proposed to be served in each grade without an amendment to this contract or waiver of grade cap provision<sup>32</sup>.

If the School seeks to amend enrollment or grades served, the School must, among other things, demonstrate that such changes in enrollment/grades served do not adversely compromise the fiscal and educational program of the School.

***(ix) Intent to Provide Educational Services.***

The School represents to the Authorizer that based upon its mission and school goals, it intends to provide educational services including delivery of instruction in the following described general geographic area:

County(ies):	Santa Fe
City(ies):	Santa Fe

***(x) Facility.***

[X] *For Schools with a Set Location.* The Charter School's primary location is:

4157 Walking Rain Rd., Santa Fe NM.

Physical Address). The facility meets all applicable facility requirements of State and Federal law.

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<sup>32</sup> Section 22-8B-6(D) NMSA 1978 (2011).

[ ] *For School Anticipating Changing Locations.* The School is in the process of identifying a new location at

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The School acknowledges that the new facility must meet all applicable health and safety requirements prior to the School relocating to the new location. The Authorizer approves this location contingent upon the School providing the Authorizer with evidence of compliance with applicable law, including NMSA 22-8B-4.2(C).

***(xi) Facilities Occupancy Requirement.***

The School acknowledges that its facility must meet all educational occupancy standards required by applicable New Mexico Construction Codes<sup>33</sup>. The School's facilities shall be certified for occupancy as a public school prior to commencing operations in the new building, including the approval of the director or designee of the New Mexico Public Schools Facilities Authority ("PSFA")<sup>34</sup>. The School further acknowledges that if it is renewed on or after July 1, 2015, that its facilities must meet the requirements as set forth in Subsection D of Section 22-8B-4.2 NMSA 1978 (2011).

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<sup>33</sup> Section 22-8B-4.2(A) NMSA 1978 (2011).

<sup>34</sup> Section 22-8B-4.2 NMSA 1978 (2011).

The School shall comply with all state and federal health and safety requirements applicable to public schools, including those health and safety codes relating to educational building occupancy.

***(xii) New Mexico Condition Index.***

The School acknowledges that it may not open or relocate to a facility after opening unless:

- A. the facility receives a condition rating equal to or better than the average condition for all New Mexico public schools as determined by the Public Schools Facility Authority (PSFA) for that year, or
- B. the School demonstrates within 18 (eighteen) months of occupancy or relocation of the School, the way in which the facility will achieve a rating equal to or better than the average New Mexico condition index<sup>35</sup>.

***(xiii) Facilities Funding.***

The School is eligible for state capital outlay dollars to the extent provided for in the Public School Capital Outlay Act<sup>36</sup>; the Public School Capital Improvements Act<sup>37</sup>; the Public School Buildings Act<sup>38</sup>; and any other applicable law.

***(xiv) Lease Purchase Agreement.***

The School acknowledges that it may not enter into a Public School Lease Purchase Agreement<sup>39</sup> without prior approval of the NMPED.

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<sup>35</sup> Section 22-8B-4.2(C) NMSA 1978 (2009).

<sup>36</sup> Section 22-24-1 NMSA 1978, *et seq.*

<sup>37</sup> Section 22-25-1 NMSA 1978, *et seq.*

<sup>38</sup> Section 22-25-1 NMSA 1978, *et seq.*

<sup>39</sup> Section 22-26A-1 NMSA 1978, *et seq.* of the Public School Lease Purchase Act

***(xv) Multiple Facilities.***

With the approval of the Authorizer, the School may maintain separate facilities at two or more locations. The School acknowledges that the separate facilities shall be treated together as only one school for purposes of calculating program units pursuant to the Public School Finance Act.

***(xvi) Food Service.***

According to the Charter, the School

☐ will provide the following food services:\_\_\_\_\_ food services shall be provided in a manner that is in compliance with applicable federal and state laws regarding public school food programs.

OR

☐ will not provide food services.

OR

☐ will provide free and reduced breakfast under the Free School Breakfast Program. Food services shall be provided in a manner that is in compliance with applicable laws regarding public school food programs.

AND/OR

☒ will provide free and reduced lunch. Food services shall be provided in a manner that is in compliance with applicable laws regarding public school food programs.

***(xvii) Transportation.***

☒ The School has agreed to provide student to-and-from transportation<sup>40</sup>.

OR

☐ The School, in accordance with the Act, does not provide student to-and-from transportation. The School may contract with qualified transportation providers for special events. The School will ensure that students with disabilities shall comply with their qualified IEP or Section 504 plan related to transportation.

## **Section V.02      Organizational Framework, Education Program 1.b. *Is the school complying with applicable educational requirements?***

Organizational Framework Question 1.b. Description. Unless waived, the School shall demonstrate compliance with applicable laws, rules, and regulations relating to education requirements such as instructional days, graduation and promotion requirements; content standards, state assessments and implementing mandated programming associated with state or federal funding.

## **Section V.03      Operational Framework, Students and Employees, 1.c. *Is the School protecting the rights of all students?***

Organizational Framework Question 1.c. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to the rights of students, including policies related to admissions, lottery, recruitment and enrollment; adherence to due process protections; and development and adherence to student discipline policies.

The School shall also comply with the following additional terms and conditions:

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<sup>40</sup> Section 22-8B-26 NMSA 1978.

**(a) Non-discrimination.**

The School is subject to all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, physical or mental handicap, serious medical condition, race, creed, color, sex, gender identity, sexual orientation, spousal affiliation, national origin, religion, ancestry or need for special education services. The School shall be a nonsectarian, nonreligious and non-home-based public school<sup>41</sup>.

Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability, or need for special education services<sup>42</sup>.

**(b) Enrollment and admission processes and procedure.**

The School must establish and post enrollment and admissions process and procedures which comply with applicable law. The School may not charge tuition or have other admissions requirements, except as otherwise provided in the Public School Code<sup>43</sup>.

**(c) Lottery.**

Unless otherwise exempted in the Public School Code, if more students apply than can be admitted based on the School's enrollment cap, admission decisions will be made by a lottery process<sup>44</sup>. The School shall adopt in advance the enrollment

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<sup>41</sup> Section 22-8B-4(K) NMSA 1978.

<sup>42</sup> Section 22-8B-4(J) NMSA 1978.

<sup>43</sup> Section 22-8B-4 (K) NMSA 1978.

<sup>44</sup> Section 22-8B-4.1 NMSA 1978.

procedure for vacancies that occur during the school year that complies with applicable law.

**(d) Continuing Enrollment.**

Students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, unless there is a voluntary withdrawal, mandatory withdrawal pursuant to the New Mexico Public School Finance Act, expulsion, graduation, court-ordered placement, IEP team placement, or other applicable laws.

**(e) Suspension or Expulsion.**

A student who is long-term suspended or expelled from the School shall be deemed to be suspended or expelled from the school district in which the student resides<sup>45</sup>. A student who is suspended from a school district may also be considered suspended or expelled from the School located within the geographic boundary of that district. The School shall develop its own enrollment policies for enrolling students who have been suspended or expelled from another charter school or a school district.

**Section V.04      Organizational Framework, Education Program 1.d. *Is the School protecting the rights of students with special needs?***

Organizational Framework Question 1.d. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations, including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and laws relevant to gifted children, relating to identification and

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<sup>45</sup> Section 22-8B-5(G) NMSA 1978 (2006).

referral of those suspected of having a disability or intellectual ability and providing services for students with identified needs.

The School shall also comply with the following additional terms and conditions:

**(a) Special Populations.**

The School is responsible for identifying, evaluating, and offering a free appropriate public education to all eligible children who are accepted for enrollment in the School.

**(b) Enrollment of Students with Disabilities.**

To ensure that the needs of students with a disability are met, the following procedures must be followed:

**(i) Documents.**

Following the application deadline and upon completing the lottery if required, the School shall request from relevant school district and/or the student a copy of the most recent Individualized Education Program (IEP) or Section 504 Accommodations Plan, if any.

**(ii) Implementing the IEP.**

Admission of applicants with an IEP or Section 504 Accommodations Plan must be in compliance with state and federal requirements and procedures concerning the education of students with disabilities or intellectual ability. Every student who is admitted to the School with an IEP or Section 504 Accommodations Plan from

his/her previous school must receive services as reflected in the IEP or 504 plan unless modified.

### **(c) Response to Intervention.**

The School must fully implement the State's Response to Intervention (RtI) Framework known as the *Three-Tier Model of Student Intervention*<sup>46</sup>. This framework serves as the overarching structure for how K–12 public schools in New Mexico organize instruction to all students, and provides procedures for early assistance and intervention to students who are experiencing academic and/or behavioral challenges, or who need opportunities for advanced learning. The RtI Framework includes the Student Assistance Team process which supplements regular education functions, conducts evaluations and develops accommodation plans under Section 504, develops individual student academic improvement plans<sup>47</sup>, and receives and analyzes evaluation requests for special education and gifted education services.

## **Section V.05      Organizational Framework, Education Program 1.e. *Is the School protecting the rights of English Language Learner (ELL) students?***

Organizational Framework Question 1.e. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations, including Title III of the Elementary and Secondary Education Act, relating to English Language Learner requirements.

## **Section V.06      Organizational Framework, Education Program 1.f. *Is the School complying with compulsory attendance laws?***

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<sup>46</sup> 6.29.1.9(D) NMAC, including the guidance manual cited in that rule

<sup>47</sup> Section 22-2C-6 NMSA 1978.

Organizational Framework Question 1.f. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to compulsory school attendance.

**Section V.07      Organizational Framework, Education Program 1.g. *Is the School complying with the annual recurrent enrollment target?***

The School shall comply with the annual recurrent enrollment target set by the Authorizer.

**Section V.08      Organizational Framework, Financial Management and Oversight 2.a. *Is the School meeting financial reporting and compliance requirements?***

Organizational Framework Question 2.a. Description. The School shall demonstrate complete and timely compliance with applicable laws, rules, and regulations relating to sound financial principles<sup>48</sup> and financial reporting requirements, including compliance with the New Mexico Procurement Code.

The School shall also comply with the following additional terms and conditions:

**(a) Authorizer Notification.**

The School shall notify the authorizer or its designee(s) and appropriate authorities in the following situations:

- A. All complaints filed against the School by governmental entities alleging violations of state, federal or local violations of law, regulation or rule, (e.g. building-code violations, environmental or health code violations, state-level

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<sup>48</sup> e.g. Public School Finance Act at Section 22-8-1 NMSA 1978, *et seq.*, and 6.20.2.1 NMAC [2006].

IDEA special education complaints or due process hearings, Section 504 grievances, Title I of the Elementary and Secondary Education Act complaints);

- B. The conviction of any members of the School's governing body or staff for a crime punishable as a felony, or misdemeanor involving moral turpitude, or determination of inappropriate contact<sup>49</sup> related to that person's responsibilities to the School; or for any crime related to the misappropriation of school funds or theft of school property; or
- C. A finding by an internal or independent auditor or investigator of misappropriation of the School's public funds by any member of the School's governing body, employee, volunteer, contractor, or other individuals.

Notice shall be provided within a reasonable period of time under the circumstances.

The Parties may then take such steps as reasonably necessary, and as consistent with their adopted policies, to address these issues.

#### **(b) Operational Reporting.**

The School shall provide the following reports to the Authorizer:

Documentation to support the Site Visit report

The Authorizer may require additional reporting as a part of an Improvement Plan or Corrective Action Plan.

### **Section V.09      Operational Framework, Financial Management and Oversight 2.b. *Is the School following Generally Accepted Accounting Principles?***

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<sup>49</sup> 6.60.9 NMAC

Organizational Framework Question 2.b. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations, relating to financial management and oversight expectations, that shows that the School is following generally accepted accounting principles.

## **Section V.10 Organizational Framework, Governance and Reporting**

### **3.a. *Is the School complying with governance requirements?***

Organizational Framework Question 3.a. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to charter school governance through the adoption of and adherence to school policies; the Open Meetings Act; the Inspection of Public Records Act; a conflict of interest policy; an anti-nepotism policy and sound Governing Body operations.

The School shall also comply with the following additional terms and conditions:

#### **(a) Governing Structure.**

The School's governing body shall have at least 5 (five) members<sup>50</sup>. No member shall serve on the School's governing body if he or she was a member of another charter school's governing body that was suspended or failed to receive or maintain their board of finance designation.<sup>51</sup>

#### **(b) Change in Governance Membership.**

The School will notify the Authorizer within 30 (thirty) days of a member's resignation or designation of a new member and shall sign the appropriate forms to ensure that

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<sup>50</sup> Section 22-8B-4(B) NMSA 1978 (2011).

<sup>51</sup> Section 22-8-38(B)(4) NMSA 1978 (2011).

the governing body continues to qualify as a board of finance<sup>52</sup>. The School shall fill any vacancy on its governing body no later than 45 days from the vacancy or shall seek an extension for such appointment from the Authorizer in writing. The new member must execute the required statements for Board of Finance designation<sup>53</sup> to the NMPED.

### **Section V.11      Operational Framework, Governance and Reporting 3.b.** ***Is the School holding management accountable?***

Organizational Framework Question 3.b. Description. The School shall demonstrate timely compliance with applicable laws, rules, and regulations relating to oversight of school management through evaluation of the head of school and the relationship with a partner organization, if any.

The School shall also comply with the following additional terms and conditions:

#### **(a) School Complaint Process.**

The School must establish a process for resolving community, parental, and other public complaints. The process shall afford the opportunity for the complainants to be heard by the head administrator and/or the School's governing body. The governing body shall be the final determiner of the complaint unless the complainant has additional legal remedies or requirements provided by law.

#### **(b) Authorizer Notification Regarding Complaints.**

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<sup>52</sup> Section 22-8-38 NMSA 1978 (2011).

<sup>53</sup> 6.80.4.16 NMAC [6/30/2008].

The Authorizer agrees to notify the School of all written complaints about the School that the Authorizer receives. The notification shall be made immediately or as soon as is practicable under the circumstances, but not later than 10 business days after its receipt by the Authorizer. The notice shall include the substance of the complaint, taking into consideration any complainant's request for anonymity. The School shall respond to the complaint according to its prescribed complaint procedures and shall notify the Authorizer through its legal counsel of the School's response to the complaint within the timeframe prescribed in the notice of the complaint.

**Section V.12      Organizational Framework, Students and Employees, 4.a.**  
***Is the School meeting teacher and other staff credentialing requirements?***

Organizational Framework Question 4.a. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to state certification requirements and Title II of the ESEA for Highly Qualified Teachers and Paraprofessionals.

**Section V.13      Organizational Framework, Students and Employees, 4.b.**  
***Is the School respecting employee rights?***

Organizational Framework Question 4.b. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to employment requirements; and develop and adhere to sound policies for employees.

The School shall also comply with the following additional terms and conditions:

**(a) Volunteer Requirements.**

The School acknowledges that all volunteers must comply with state regulations<sup>54</sup>.

**Section V.14      Organizational Framework, Students and Employees, 4.c. *Is the School completing required background checks?***

Organizational Framework Question 4.c. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to background checks of all individuals at the School having unsupervised access to children, including staff and members of the community, where required.

**Section V.15      Organizational Framework, School Environment, 5.a. *Is the School complying with facilities and transportation requirements?***

Organizational Framework Question 5.a. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to the School's facilities and transportation.

The School shall also comply with the following additional terms and conditions:

**(a) Insurance Provider.**

The School shall procure insurance<sup>55</sup> through the New Mexico Public Insurance Authority (NMPSIA). Upon request by the Authorizer, a copy of the certificate of insurance shall be provided.

**(b) Insurance Coverage.**

The School shall purchase insurance protecting the School and its governing body, employees, and volunteers, and the Authorizer, consisting of comprehensive general

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<sup>54</sup> 6.50.18 NMAC [2010] ("Use of Volunteers in Schools and School Districts).

<sup>55</sup> Section 22-8B-9(B)(16) NMSA 1978.

liability insurance, errors and omissions liability insurance, and auto liability insurance. The School shall also purchase statutory workers' compensation insurance coverage.

**(c) Change of Coverage.**

All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after 45 days prior written notice by certified mail, return receipt requested, has been given to the Authorizer. The School shall notify the Authorizer within 10 days if for any reason there is a lapse in insurance coverage. The School shall be solely responsible for any deductibles payable under the policies purchased by the School.

**Section V.16      Operational Framework, School Environment, 5.b. *Is the School complying with health and safety requirements?***

Organizational Framework Question 5.b. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to safety and the provision of health related services, if such services are provided by the School.

**Section V.17      Organizational Framework, School Environment 5.c. *Is the School handling information appropriately?***

Organizational Framework Question 5.c. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to security of and appropriate access to personally identifiable student information; student records and testing materials.

All records required to be kept pursuant to state and/or federal laws, regulations, or policies or as otherwise established shall be open to inspection and review and made available in a timely manner to the PEC, CSD, NMPED, or other officials who shall be deemed to have legitimate educational interests in such records within the meaning of the federal Family Educational Rights and Privacy Act (FERPA). The School is encouraged to adopt a policy for student directory information in compliance with FERPA.

## **Article VI. Resolution of Dispute Relating to the Contract.**

### **Section VI.01 Dispute Resolution.**

Disputes arising out of the implementation of this Contract shall be subject to the dispute resolution process set forth in this section. However disputes coming under Article XI of this Contract shall not be subject to the dispute resolution process unless agreed to by the Parties.

### **Section VI.02 Continuation of Contract Performance.**

The School and the Authorizer 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.

### **Section VI.03 Notice of Dispute.**

Either party shall notify the other party in writing that a dispute exists between them within 15 working days from the date the dispute arises. The notice of dispute shall identify the article and section 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.

#### **Section VI.04      Initial Administrative Resolution.**

The matter shall be submitted to the head administrator of the School and the Authorizer's designee(s). The head administrator and the Authorizer's designee(s) shall keep the School Governing Body and the Authorizer informed during any attempt at administrative resolution. Either Party may identify an authorized representative to join the School staff or the Authorizer's designee(s) in identifying possible solutions. The process shall be completed within 15 working days of the receipt of the Notice of Dispute or the Parties shall agree in writing to an alternative date certain for the termination of this process. If the matter is not resolved within the time frame established, either Party may consider the Initial Administrative Resolution alternative terminated and give the other party notice of the termination. ("Termination of Initial Administrative Resolution").

If the matter is able to be resolved through an Initial Administrative Resolution, the School staff and Authorizer's designee(s) shall jointly draft a document identifying the agreed upon resolution and notify the respective Parties of the Initial Administrative

Resolution. If the Initial Administrative Resolution requires an action of the School and the Authorizer, such Initial Administrative Resolution shall be presented after due notice at the next respective Governing Body meetings of the Parties. If necessary, the Parties shall call a special or emergency meeting to approve any Initial Administrative Resolution. In the case that Party approval is needed under this paragraph, the Initial Administrative Resolution shall take effect only if approval is given by both Parties and shall have no effect otherwise.

#### **Section VI.05      Mediation at the Administrative Level.**

If there is a Termination of the Initial Administrative Resolution process, then either Party may demand formal mediation by mailing or delivering notice in writing to the other Party within 10 working days after the Termination of Initial Administration Resolution.

Mediation conducted by the Parties is subject to the Mediation Procedures Act<sup>56</sup>. If either Party submits a Notice of Demand to Mediate, it shall include in the notice the name of a mediator along with his/her qualifications. If the other Party does not agree to the proposed mediator, then it shall identify an alternate mediator along with his/her qualifications within 5 business days. If the other Party does not agree with the alternate designation, it shall give notice within 5 business days. In the event that the Parties cannot agree on a mediator the two proposed mediators shall meet within 5 business

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<sup>56</sup> Section 44-7B-1 NMSA 1978, *et seq.*

days to appoint a third person to act as mediator. The appointed mediator shall mediate the dispute.

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.

Mediation shall be completed within 40 working days unless another date certain is set by the Parties and mediator.

If the matter is able to be resolved through Mediation at the Administrative Level, the School through its staff and Authorizer through its designee shall jointly draft a document identifying the Mediation Resolution and notify the Parties of the Mediation Resolution. If the Mediation Resolution requires an action of the School and the Authorizer, such Mediation Resolution shall be presented at the next respective Governing Body meeting of the Parties. If necessary, the Parties shall call a special or emergency meeting to approve any Mediation Resolution. In the case that Party approval is needed under this paragraph, the Mediation Resolution shall take effect only if approval is given by both Parties and shall have no effect otherwise.

If no resolution is reached by the Parties, then the mediator shall render a written proposal with a proposed resolution of the mediator concerning the matters in

controversy, together with his/her findings in the event that the Parties do not come to any agreement. The Proposed Resolution of the Mediator shall be presented to each Party. The mediator shall note any provision in the proposed resolution that would require a vote of the respective Parties.

#### **Section VI.06      Governing Body Consideration.**

If a Mediation Resolution has not been reached within 40 business days of the appointment of the mediator, both representatives shall submit the matter to the respective Parties for consideration along with the Proposed Resolution of the Mediator.

The matter shall be placed on the next regular meeting of each Party, unless a special or emergency meeting is warranted. Prior to the board meeting, the Parties may designate a subcommittee to meet with the subcommittee of the other Party for informal discussions. The subcommittee shall be less than the quorum needed for a meeting of the Governing Body. The subcommittees shall meet jointly to consider the proposals of each Party and the Proposed Resolution of the Mediator. If the subcommittees of the Governing Bodies can identify a Joint Proposal that may resolve the dispute, the Joint Proposal of the subcommittees shall be presented at the next meeting of each Party. The Joint Proposal shall be discussed in the public meeting and public comment shall be heard on the Joint Proposal. The Joint Proposal shall then be voted on by the Parties. A special or emergency session may be called of each Party, if needed.

If both Parties adopt the Joint Proposal, the issue shall be deemed resolved according to the terms of the Joint Proposal. If one or both Parties reject(s) the Joint Proposal, then the dispute resolution process shall be deemed to have failed and to have ended.

#### **Section VI.07      Process for Final Resolution of Dispute.**

If settlement of the dispute is not reached through mediation or by agreement of the Parties, either Party may pursue any right or remedy to which it may be entitled by law.

### **Article VII. Renewal.**

#### **Section VII.01      Renewal Timeline and Process.**

The School shall submit its renewal application to the Authorizer on or before October 1 of 2019. The Parties may mutually agree to an extension of the submittal of the renewal application; such extension shall be memorialized in writing. The Authorizer shall vote on the renewal application in a public hearing no later than January 1, of the year in which the Contract expires; i.e. January 1, 2020 unless extended by agreement.

#### **Section VII.02      Required Information.**

The renewal application shall contain the information required by law<sup>57</sup>.

#### **Section VII.03      Authorizer Review and Analysis of Renewal Contract.**

The Authorizer review shall be conducted according to law, regulation and rule.

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<sup>57</sup> Section 22-8B-12(J) NMSA 1978.

## **Article VIII. Suspension, Nonrenewal and Revocation.**

### **Section VIII.01 Suspension, Nonrenewal and Revocation.**

The charter may be suspended, revoked, or not renewed by the Authorizer as set forth in law, regulation, rule or policy that complies with law and as set forth in this Contract.

The Authorizer is not required to allow corrective action as set forth below if the unsatisfactory review warrants revocation.<sup>58</sup> Until such time as the NMPED promulgates regulations setting forth procedures for revocation, the Parties shall follow the processes set forth in the Uniform Licensing Act<sup>59</sup> and such other Rules of Civil Procedure as agreed to by the Parties in conjunction with the revocation proceedings under the Charter School Act, but only to the extent such processes are consistent with the provisions of the Charter Schools Act.

### **Section VIII.02 Corrective Action Required by Authorizer for Actions Not Warranting Immediate Revocation.**

If, based on a performance review conducted by the Authorizer, the School's organization, academic or financial performance appears unsatisfactory or the Authorizer believes there to be a breach of this Contract not warranting immediate revocation, the Authorizer may initiate the process to implement a corrective action plan. The Authorizer shall notify the School of the unsatisfactory review and provide a reasonable opportunity for the School to remedy the Authorizer's concerns.

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<sup>58</sup> Section 22-8B-12(F) NMSA 1978

<sup>59</sup> Section 61-1-1 et. seq. NMSA 1978 and associated rules and regulations

**(a) Notice of Unsatisfactory Performance (NUP) for actions not warranting immediate revocation.**

The Authorizer shall provide written notice to the School no more than 10 business days after determining that there is unsatisfactory performance related to the School's organization, the School's academic or financial performance appears unsatisfactory, or the Authorizer believes there to be a breach of this Contract not warranting immediate revocation.

**(b) Response for actions not warranting immediate revocation.**

The School shall respond to the NUP within 10 business days, unless an extension is agreed to by the Authorizer. The response shall be in writing and shall include all documents that support the response.

**(c) Corrective Action Plan (CAP) for actions not warranting immediate revocation.**

After receiving the School's response to the NUP, the Authorizer may require the School to present a Corrective Action Plan that addresses the identified deficiencies; provided that if the unsatisfactory review and School's response to the NUP warrants revocation, the Authorizer may begin revocation procedures. The Authorizer shall provide clear timelines for complying with the Authorizer's demand for corrective action.

**(d) CAP Development for actions not warranting immediate revocation.**

If a CAP is required by the Authorizer, the School shall develop the CAP along with a proposed timeline for correcting the alleged deficiencies and submit the CAP to the

authorizer for review, comment, and approval. The Authorizer may require the school to review and revise the plan if it is not effective in remedying the deficiency.

**(e) Effect of Successful CAP Response for actions not warranting immediate revocation.**

Successful completion of the CAP shall be acknowledged by the Authorizer in writing and the corrected infractions addressed by the CAP shall not be a basis for future for nonrenewal or revocation actions. However, if the School does not successfully correct the Authorizer's concerns, the Authorizer may take additional steps to insure compliance, which include, but are not limited to seeking assistance from the CSD or another technical assistance provider to implement a plan for correcting the Authorizer's concerns. Failure to comply with the requirements of the CAP may also be considered by the Authorizer when making decisions about renewal, suspension or revocation.

## **Article IX. School Closure.**

Any permanent School closure shall be conducted according to applicable law, regulation rule or policy that complies with law.

## **Article X. General Provisions.**

### **Section X.01 Order of Precedence.**

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) a provision in the annual Performance Frameworks that conflicts with a provision in the Contract shall take precedence over that provision in the Contract.

This Contract shall not take precedence over any applicable provisions of law, rule or regulation.

## **Section X.02 Amendments.**

### **(a) Terms Requiring Amendment.**

Any modification of the contract requires an amendment that must be agreed to and executed by both parties. The Authorizer is required by law to vote on this amendment in an open public meeting. The party requesting the amendment will submit the requested amendment to all entitled to notice in section 2.02.

### **(b) Authority to Amend.**

No amendment to the Contract shall be valid unless ratified in writing by the Authorizer and the School and executed by its authorized representatives.

### **(c) Process.**

The School must first vote in a public meeting to approve any proposed amendment to the Contract or Essential Documents. The School must then submit the requested amendment to the Authorizer's legal counsel. The Authorizer shall vote on the proposed amendment within 60 days of the request. If the Authorizer denies the

amendment, the School may appeal the decision to the Secretary of the NMPED. Until the time that NMPED promulgates appropriate regulations; the procedure for this appeal will be the same as provided in NMSA 22-8B-9(C).

### **Section X.03      Merger.**

The Contract and Essential Documents to this Contract contain all terms, conditions, and understandings of the Parties relating to its subject matter. All prior verbal representations, understandings, and discussions are superseded by this Contract.

### **Section X.04      Non-Assignment.**

Neither Party shall assign or attempt to assign any rights, benefits, or obligations accruing to the Party under this Contract unless the other Party agrees in writing to any such assignment.

### **Section X.05      Governing Law and Enforceability.**

This Contract shall be governed and construed according to the Constitution and laws of the State of New Mexico. If any provision of this Contract or any application of this Contract to the School is found to be contrary to law, such provision or application shall have effect only to the extent permitted by law.

### **Section X.06      Severability.**

If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect, unless otherwise terminated by one or both of the Parties in accordance with the terms contained herein. Either Party may revoke this Contract if a material provision is

declared unlawful or unenforceable by any court of competent jurisdiction and the Parties do not successfully negotiate a replacement provision.

#### **Section X.07      Changes in Law, Rules, Procedures or Forms.**

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, however, that the change does not impair the existing Contract and the Parties' respective rights hereunder. 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, to the extent that the change does not impair the Parties' respective rights hereunder. No such amendment is required to only amend or correct any references to statute, rule, regulation or document provision set forth in this Contract.

#### **Section X.08      No Third Party Beneficiary.**

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the Authorizer and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

#### **Section X.09      No Waiver.**

The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.

#### **Section X.10      Authorized Signatories.**

The Parties hereby declare that their president/chair or their authorized designee shall be or has been duly authorized to sign this Contract.

**Approved:**

**New Mexico Public Education  
Commission**

By: Carolyn Shearman

Title: Chair

Signature:

Date:

**Approved:**

**Monte del Sol Charter School**

By: Brett Fraunglass

Title: Chair

Signature:

Date: *(Final draft effective July 1 2015)*

## MEMORANDUM



**DATE:** August 14, 2019  
**TO:** Dr. Veronica C. Garcia, Superintendent of Schools  
**CC:** Kristy Wagner, Associate Superintendent of Operations and School Support *KW*  
**FROM:** Gabe Romero, Executive Director of Operations *GR*  
**RE:** Review and Recommendation for Monte del Sol Charter School

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In June 2019, a team of SFPS department heads was asked to conduct a review of Monte del Sol Charter School in order to assess its suitability to become a District charter. The department leaders assigned to conduct the review were as follows: German Martinez - Business Services, Peter McWain - Academics, Julie Lucero - Special Education, and Gabe Romero - Operations.

On July 9, 2019, team members met with Dr. A. Robert Jessen, Head Learner of Monte del Sol, and his leadership team. We agreed that a list of documents would be developed by the SFPS team for the purpose of assessing Monte del Sol's suitability to become a District charter. We further agreed that this list/assessment would not serve as an application to the District; it would only be used as an indicator for the charter school in its decision to formally apply as a State or a District charter in October 2019. After the meeting, the team conducted an hour-long tour of the campus.

On July 16, 2019, the SFPS team provided Dr. Jessen with a list of documents that the charter school would need to provide for the review. On July 26, 2019, Dr. Jessen provided the team with most of the documents requested and the SFPS team began its process of review. Below is a summary of every team member's assessment, as it relates to their departments.

### **German Martinez - Business Services:**

Budget and general operational capital were provided for a basic analysis of fiscal year 2018-2019. The financial position shows a healthy cash balance with a strong cash-flow to sustain short-term and long-term liabilities and fund maintenance and repair of building envelope and systems.

Findings are:

- Financial resources needed for capital outlay needs are not defined in the financial statements;

- Audited financials are not available for fiscal year 2019;
- Management of operations indicates a lack of oversight and sufficient competency for maintaining internal controls during the 2018 fiscal year;
- Material weakness includes the inability to complete proper bank reconciliations and mitigate potential risk related to cash at the end of fiscal year 2018 and employee contributions of 403 (b);
- Findings indicate a lack of controls on cash receipt deposits within a 24-hour period, purchasing procedures, accrued payroll and contract disbursements for transportation;
- In fiscal year 2019, Monte del Sol has contracted for business manager services; however, lack of internal oversight on procedures may be a risk unless proper segregation of duties and technical skills are available in a succession plan;
- Budget and planning were developed internally for the 2019-2020 fiscal year. The budget timeline and outline reflect a lack of sufficient input from stakeholders. A consolidated budget report was provided, which did not provide a clear indication of management of budgeting procedures;
- Copies of financial statements for the charter school's foundation indicated an athletic account. Funds for athletics is considered a proprietary account that is under the purview of the charter school. Unclear is whether these funds are for athletic activity that coincides with the function of the charter school. Further, it is not defined in operational policies or procedures if fundraising activities occurring through the foundation are in compliance with guidelines and regulations;
- Financial resources have improved over the last few fiscal years; however, internal controls do not appear fully developed for procedures related to accounting, budgeting, risk management and asset management. Internal controls were marginal and provided a potential single system of failure without succession.

<u>Financial Statement Fiscal Year</u>	<u>2018</u>	<u>FY2019</u>
• Net Operational Cash position:	\$551,530	\$694,021 (Unaudited)
• State Equalization Guarantee:	\$3,337,322	\$3,286,223 (Unaudited)
• % of Cash to SEG:	16%	21%
Capital Outlay Revenues:		
• SB-9:	\$274,267	\$244,731
• HB-33:	\$203,778	\$183,596
• Direct Appropriation PSCOC:	\$250,696	-0-
Capital Outlay Fund Balance:		
• SB-9:	\$44,406	\$80,685
• HB-33:	\$323,956	-0-
Long-Term Liabilities:		
• Building	\$2,098,802	
Assets Value (Including Depreciation):		

- Land \$425,000
- Building \$2,530,375

### **Peter McWain - Academics:**

Monte Del Sol serves grades 7-12, has an enrollment capacity of 360 students and was operating close to capacity at 349 students during the 2018-2019 school year. In terms of demographics, 63.3% of the student population identified as Hispanic, 11.2% were English learners and 65% were economically disadvantaged.

Monte Del Sol's teaching methods include a mentoring program (through unpaid, outside volunteers), project-based learning for some teachers, an art show, arts integration and a no-cell-phone policy.

Previously an "A" school, Monte Del Sol earned a "C" in 2016-2017 and a "D" in 2018-2019 from the New Mexico Public Education Department (NM PED). Monte Del Sol indicates several causes for the decline in its school grade:

- Lack of qualified math teachers
- A transition in its school demographics
  - "...seven years ago two students in the graduating class were bilingual Spanish speakers. These years at least half our graduating class are bilingual, with about seven of them earning the bilingual seal last year"
- Community's attitude towards testing
- Technology used for testing
- Mandatory tutoring and blended learning

Monte Del Sol is taking steps to improve student outcomes through an increased focus on formative assessments, employing Florida Virtual Math Courses and Edmentum blended learning math, shifting the attitude regarding testing, collaborative planning and seeking qualified math instructors. Further, Dr. Jessen has participated in the NM PED's Principals Pursuing Excellence.

Monte Del Sol did not report data on PARCC or the Transition Assessment for Math and ELA. The NM PED's website indicates the following for Monte del Sol:

School Code	Subject	Percent Proficient
564000	Math	~ 17%
564000	Read	~28%

[https://webnew.ped.state.nm.us/wp-content/uploads/2019/07/ACC\\_Webfiles\\_2019\\_Proficiencies\\_TAMELA\\_by\\_Content-2019-08-02.xlsx](https://webnew.ped.state.nm.us/wp-content/uploads/2019/07/ACC_Webfiles_2019_Proficiencies_TAMELA_by_Content-2019-08-02.xlsx)

Monte Del Sol's reported MAP data indicates the following:

- 68% of students in grades 7-10 had growth in Mathematics
- 61% of students in grades 7-10 had growth in Reading
- 67% of students in grades 7-10 had growth in Language Usage

The previous state contract for Monte Del Sol spans 5 years (2015-2016 to 2019-2020). The contract identifies four charter-specific goals: Innovative Indicator, Reading for all Students, Math for all Students and Math for Q1. Monte Del Sol indicates that it has not seen sufficient growth in two of the four charter-specific goals.

**Julie Lucero - Special Education:**

Monte Del Sol currently has identified and serves 45 students with disabilities. The school has not identified and is not serving gifted students at this time. The following is the total number served by disability:

- SLD 34
- SLI 4
- ED 5
- Autism 2
- Intellectual Disability 3

Monte Del Sol is providing occupational therapy, speech & language therapy, social work and physical therapy. The number of students receiving physical therapy and occupational therapy is much less than the number receiving social work and speech & language therapy.

Monte Del Sol indicates that it has not received a state complaint or due process request. As the information the school provided is incomplete, the District should request a full audit of Special Education to ensure that all services are being adequately provided.

**Gabe Romero - Operations:**

Construction of Monte del Sol was completed in 2003; it is a relatively new school. Its latest Facility Master Plan, conducted in 2017, describes the school as active and vibrant but lacking some basic facilities such as a gymnasium, library and outdoor practice field. The Capital Improvement Plan estimates the cost to complete the campus master plan at **\$15,894,320**.

General maintenance and preventative maintenance systems are in need of improvement. A maintenance report shows that 31 work orders had been completed since October 2018; only two were for preventative maintenance. Although positive in other areas, the Public Schools Facility Authority (PSFA) Facility Maintenance Assessment Report (FMAR) graded the school as “poor” in maintenance management.

Monte del Sol submitted a comprehensive School Safety Plan, which is in good order and approved by NM PED on April 1, 2019. The school also provided several fire inspection reports. The fire alarm and sprinkler systems’ inspections were adequate; however, not all inspection reports were provided.

A prevalent issue documented in reports and site visits is the lack of physical security. Although the campus has a security camera system, it does not have adequate perimeter fencing, does not employ a security officer and is very porous with separate buildings and classroom portables.

Administration is located inside the school. As a result, those coming on campus may not check in and cannot be adequately monitored. Funding would be required to align these security issues with SFPS’ safety standards.

### **Summary:**

The team values the opportunity to expand school options within SFPS; however, this must be weighed against risk and utilizing precious District resources to provide additional support. Specifically:

- Financial internal controls are not fully developed and the school lacks succession planning;
- Academically, Monte del Sol’s student achievement has been in decline and the school lacks a clear systemic strategic plan to improve student achievement;
- Regarding Special Education, because some information was incomplete, it is difficult to determine if Monte del Sol is in compliance with state and federal guidelines. Additional time is needed to better assess the school’s Special Education program;
- Operationally, the school is reasonably well maintained but lacks basic facilities like a gymnasium, library and practice field;
- There are numerous physical security issues that need to be addressed using scarce capital funding from the District.

For these reasons, the Review Team recommends against Monte del Sol becoming an SFPS charter school.

August 27, 2019

To: Gabe Romero  
Executive Director of Operations  
SFPS

From: A. Robert Jessen  
Head Learner  
Monte del Sol Charter School

Dear Mr. Romero,

You have asked us to provide you with “The timelines for the five construction phases described in Section 4: Capital Improvement plan.” Rather than provide you with exactly that, I will provide you with the update to our Master Plan that we are operating on, which I had planned to present to you at the second meeting--originally planned but ultimately cancelled--prior to the SFPS board meeting.

In February of 2018, we met with Leo Valdez, of Hutchinson, Shockey, Erley & Co., an investment banking firm specializing in public finance, to explore moving forward with our facilities master plan. The original plan had been divided into five phases, hoping to initiate the most critical phase of replacing the portables as quickly as possible. Mr. Valdez illustrated to us that the basis of the plan, using modulars, was not attractive to lenders owing to the shorter life span of the buildings.

In addition, once we determined that non-modulars were a more financially feasible option, it no longer made sense to divide the phases the way we did. Instead, we combined phases I (replacing 6 portable classrooms), II (replacing the two portables housing offices), and V (the construction of a gym). Phases III and IV were more or less interim phases that entailed refurbishing already existing spaces.

Mr. Valdez contacted Sanjay Engineer, vice president of the firm FBT Architects to provide more detailed numbers. Mr. Engineer determined that what were previously known as phases I, II and V could be completed as a wood frame and metal building for \$9,705,000, including a \$2,172,520 payoff of the existing mortgage held by the foundation. The total new debt incurred by the foundation would then be \$7,532,480.

The next step will be to contract with Consilium School Finance Group to do a top to bottom audit of Monte, including interviews with all stakeholders, to confirm the academic integrity and solvency of the school. Once that is complete, we expect to break ground during the summer of 2020 with a construction timeline of a bit more than a year, moving in during fall 2021.

This new addition resolves three current issues for Monte. The first is the retirement of the portables, which have outlived their lifespan. The second is the addition of the gym, which although not necessary would improve both the PE courses and athletics at Monte. The last is the creation of a single point of entry for the school. This is the most critical safeguard that the school can make.

## MdS Academic Strategy

Monte del Sol Charter School educates and inspires Santa Fe's diverse population in grades 7 through 12, by building strong relationships and creatively engaging the local and global community.

To do this, Monte del Sol Charter School will:

- provide a **small school** so each individual is known;
- acknowledge and **celebrate the diversity** of its members and the community;
- connect students with adult community members through the **mentorship** program;
- **foster awareness of the world** through international trips, student exchanges, special events and curricula;
- engage students in the **arts** through events, activities, and curricula;
- teach the importance of **environmental sustainability** in our curricula and through participation in the garden.

Monte del Sol Charter School provides Santa Fe youth with a small school educational setting. Mostly, the daily schedule and academic expectations mirror those of traditional district schools. What sets Monte apart is the focus on community, diversity, and relationships. Teachers and administrators are called by their first names to represent reciprocity in the learning process, and the idea that learning does not stop at graduation is symbolized by the titles of Head and Assistant Head Learner.

From Principals Pursuing Excellence (PPE) to the Transformational Leadership Initiative (TLI), MdS continues to discover how to best meet the diverse needs of its students and community members.

- In 2017-2018, Dr. A. Robert Jessen entered the PPE program
- Year 1(SY2017-18)
  - Established a Core Leadership Team,
  - Annual and 90-plans
    - Systems
    - Data-driven instruction
  - Weekly 90-minute professional development sessions with faculty to deliver new and share existing strategies interim assessments, critical friend protocols and use academic language.

*Based on feedback, the administration determined that the structure of one weekly 90-minute session did not provide sufficient time to cover all business and professional development needs. Monte del Sol has an active NEA chapter and meeting hours are negotiated during collective bargaining.*

- Year 2 (SY2018-19)
  - Scheduled five additional professional development days with all staff in addition to the three days faculty have for planning and grading.
    - mission-specific goals
    - tier I & II interventions
    - project-based learning at Monte del Sol
    - Interpersonal Leadership Styles (ILS)
    - faculty-led presentations on math and literacy instruction
    - restorative justice and safety
    - culturally responsive teaching
  - Annual and 90-plans
    - Tier I Interventions

## MdS Academic Strategy

### ■ Formative Assessments

- Weekly staff meetings and team meetings were scheduled
- Reinstate department coordinators (English, Math, Science, Social Studies, Art, and World Languages), explored vertical alignment, cross-curricular projects, arts integration, and input on budget needs
- Grade-level teams met weekly to discuss students of concern, cross-curricular programming and positive culture events (i.e., gatherings or educational field trips).

*The full-day professional development sessions were useful since they provided time to go deeper into the subject matter and intentionally apply the content to classroom instruction; however, the structure was not sustainable over time, nor did it provide enough consistency to build on themes in a timely manner.*

### ● Year 3 — Year Zero (SY2019-20)

- Formalize Monte's leadership team roles and responsibilities and request a two-year commitment (departments: humanities, math/science, specials; and grade-level teams: 7-8, 9-10, 11-12)
- Shared governance and "flattened leadership"
- Common prep four days per week (8:00-8:55 AM)
- Define Monte's compelling purpose with the support of The Santa Fe Center of Transformational School Leadership
  - Five 2.5-hour sessions with the leadership team
  - Three Appreciative Inquiry (AI) sessions with all MdS stakeholders
  - Examine PBL at MdS
- Expand the number of AP and honors courses offered
  - Honors (English 8, 9, 10, 11, Algebra I & II)
  - AP 2019-20 (Environmental Science, World History, US History, 2-D Art, Spanish Language and Culture, English Literature and Composition)
  - Guide students to earn the Bilingual Seal
- Develop dual credit cohorts and career pathways
  - Computer Science
  - Culinary Arts (towards SFCC certificate)
  - Sustainability (towards SFCC certificate)
  - Trades Math and Math Applications
- Practice common protocols (in documentation and dialogue) to support diverse needs
  - IEP
  - SAT
  - EL
- Specific attention to operations and communication practices
- Involve all stakeholders in the school program development and evaluation

*Monte del Sol continues to learn to do what it does (relational learning) better. Beginning its third decade, Monte seeks to meet the diversity of Santa Fe with engaging educational experiences that prepare students to think critically, act responsibly as a member of a community, and excel as scholars, organizers, athletes, artists, etc. Monte del Sol will continue to evaluate growth in math and ELA with the use of short-cycle assessments and build a culture of collaboration.*

The school shall provide a brief description of some of its unique, innovative, and significant contributions to public education within the same grade level and geographic area in which it is located. These contributions **shall** include: 1. Teaching methods 2. Measures of student achievement 3. Professional development for teachers 4. Learning programs, or 5. Encouraging parental or community involvement

### 1. Teaching methods

**Mentorship Program**—This is the jewel of Monte del Sol. New teachers and teachers from other countries have left our Festival of Learning at the end of the year saying that all students should have this opportunity. Each student graduating from Monte (unless transferring in their senior year) must complete two mentorships. Students may do a mentorship in middle school, but it does not count towards this requirement. Students are placed with mentors as early as possible in the fall, and then spend at least two hours per week outside of school working on their mentorship. Students keep a journal of their efforts. At the end of the year in late April students present their mentorship either to the entire school or to half. We have been able to use the Lensic Theater as a venue the last couple of years.

**Project-Based Learning**—While some teachers have incorporated PBL over the years (English and Art working on illustrated manuscripts of Shakespeare's plays), last year a tour-de-force project was completed by students of a language arts teacher and a history teacher in the 10<sup>th</sup> grade. The ultimate project was a Museum of Peace installation at the Lannan Foundation headquarters that garnered tremendous press and rave reviews from the public who toured the installation.

**Arts Show**—Monte students must also earn two credits in art to graduate. We have strong programs in 2-dimensional art as well as photography using non-digital historical methods, that are presented in an annual arts show in early May. We have been able to do the show at the CCA the last few years. Previously it was held at SFUAD and CSF.

**Arts integration**—All courses are encouraged to integrate the arts into the assignments. The illustrated manuscripts are one example.

**No cell phones**—Students are not allowed to use their phones at all for the entire day, including lunch and passing periods. If a phone is seen by a teacher the student must turn it over to the administration for a week on the first offense, and a month for the second offense. Teachers love it. Students learn to love it.

### 2. Measures of student achievement

- We have spent time and resources identifying at-risk populations and then employing Tier II interventions, in the form of mandatory tutoring sessions and use of a blended learning platform. But assessment through project-based learning has been far more provocative and has anecdotally led to more lasting and impactful student outcomes—teachers have noticed improved EoC scores over previous years without having spent as much time “teaching to the EoC.” The Peace Museum, illuminated manuscripts and completed mentorships are all examples of student achievement that cannot be fully captured on a spreadsheet.

-The Mentorship Program evaluates students based on an essay, the feedback from the Mentor, and the presentation during the festival. It is possible for the student to fail the mentorship, and in that case they have to repeat the mentorship, even if they are a graduating senior. (One senior a few years ago failed a video mentorship, and had to replace it with a white-water rafting mentorship the following summer—he couldn't fake that.)

### 3. Professional development for teachers

Monte del Sol, unlike all other charters in the state, has a functioning union. We have successfully integrated PD into Monte's CBA the last few years, gaining much guidance from the Head Learner's participation in the Principal Pursuing Excellence program, overseen by the state's Priority Schools division. Two years ago we instituted a Core Team to oversee analysis of teaching and learning at Monte. That same year we instituted weekly Tuesday PD sessions after school, with emphasis on Data

Driven Instruction and formative assessments. Although the sessions were well received, PD at the end of the day was not as effective as desired. The following year (last year) we contracted for 5 all-day PD days over the course of the year. Teachers enjoyed and responded well to those efforts, but as shared governance is a key component of Monte's tradition as well as the CBA, we are moving to a more collaborative model where the schedule includes a common-planning period at the beginning of the day. We are focusing formal efforts of PD on a Teacher-Leadership Team under the guidance of the Santa Fe Center for Transformational School Leadership. The goal is to institutionalize the drive and design of professional development in the staff, which will both make it more effective and long-lasting.

Recognizing the fact that our demographics have changed from predominantly "Anglo" students to Latino students part of our professional development has been led by our bilingual coordinator. We also participated in workshops last year with Ensemble Learning, a group from California that works to make schools more responsive to their EL populations. The academic coach, bilingual coordinator, chairs of language arts and the art departments participated in the workshops along with the Head Learner.

We are also trying to re-launch a partnership we had with the SFCC to train teachers for the TESOL certificate. LISTO, Language Institute for Sustainability and Transformative Education @ Oaxaca, took teachers from New Mexico to Oaxaca for two summers. Three teachers from Monte participated as students (three also as instructors and organizers) and felt that the qualitative impact on their teaching was great. (One of the former teachers in the program is Randy Grillo, current Principal Learner at Mandela Magnet School).

#### 4. Encouraging parental or community involvement

- Community involvement at Monte is best exemplified by the Mentorship Program. The mentors for our students (over 140 mentorships last year) are all unpaid volunteers from the community. While a few are parents (who never mentor their own child), the vast majority have no official connection to the school whatsoever. Five years ago the Santa Fe Institute studied the mentorship program to learn how it can create community links in Santa Fe that build greater civil society.

- Parental involvement also happens through our sports teams, which currently include boys and girls soccer, boys and girls basketball and girls volleyball. Three years ago the parents formed a Booster Club to support the teams financially and have successfully held a car raffle the past three years.

- The Foundation for Monte del Sol is also evidence of parental support, with all of the members being current parents. During registration every year the Foundation staffs a table which signs parents and family members up to volunteer for fund-raising events or other services.

- Parents are also encouraged to get involved through the bilingual program's parent nights, enlisting them as chaperones on the beginning of the year camping trips.

#### Academic Performance

Provide a narrative that describes the improvement actions targeted to improve the school's letter grade (school/adult/leader/teacher actions) and the success of those actions (student academic successes/improved outcomes). Implementation of the described improvement actions should be verifiable through documented evidence at the **site visit**. Please identify specific evidence of both the school/adult/leader/teacher actions and the student academic successes/improved outcomes in the narrative. The narrative should reference performance data that can be reviewed and verified either during the site visit or during the "desk audit" review of the application. Please attach in an appendix and reference the appendix by name in the narrative. **NOTE: The SY2019 School Accountability Report will be considered by the Santa Fe Public Schools at renewal. A school may provide a narrative response to its School Accountability Report.**

Monte's school grade was always an A or B prior to the implementation of the PARCC test, after which we earned a D. We went up to a C the year before last, earning a D last year, which we partially attribute to our former registrar neglecting to submit our career and college readiness data (we have 4-6 AP courses

per year and that year we show none in the official reporting). This year a cursory examination of the “non-PARCC” test shows students scoring significantly higher. While I would like to attribute this to improved teaching, it also may be partially owing to reduced testing fatigue.

Whatever the cause, the school grade caused teachers and staff at Monte to reexamine our methodology. It made sense to do so also because our demographics had changed with a significant increase in the number of EL students. (I also would like to point out that seven years ago two students in the graduating class were bilingual Spanish speakers. These years at least half our graduating class are bilingual, with about seven of them earning the Bilingual Seal last year.) The Head Learner was accepted into the PPE program and introduced efforts to create teacher leadership and a focus on data-driven instruction. Please see information above on professional development.)

Another area where we have tried to improve the school grade is in the attitude towards the test. The first year of PARCC implementation was mostly a technical effort, trying to use computers and an insufficient Wi-Fi network to take all the tests on laptops and iPads. In addition there was resistance on the part of parents and some teachers to the implementation of the test. Tests fail as a measure if there is no effort put into it by the students. Hence, in addition to improving our instruction with more attention on formative assessments, collaboration among teachers and the use of PBL to motivate them, we have also worked on the “psy-ops” of testing. Monte students and parents (and staff) now take the tests more seriously.

**School Specific Charter Goals** Pursuant to NMCA 22-8B-9.1, each charter school authorizer must allow for the inclusion of additional rigorous, valid and reliable indicators proposed by a charter school in each school’s performance framework to augment external evaluations of its performance, provided that the chartering authority approves the quality and rigor of the indicators and the indicators are consistent with the purposes of the Charter Schools Act.

The charter contract with the state also includes metrics that are both more useful to teachers than the end-of-year tests (likened to an “autopsy”) and I would contend are more accurate. The NWEA MAPs tests allow teachers to respond to students’ learning during the school and this year shows significant growth. The students scores this year shows Monte actually meeting growth goals for two of the three goals and coming close in the other. For the Q1 percentile Monte students actually exceeded the goal.

	2017-18	2018-19
MAP test & grade level	% w growth & proficiency	% w growth & proficiency
Math 7	71%	87%
Math 8	64%	78%
Math 9	61%	74%
Math 10	93%	75%
Total	71%	78%

Reading 7	49%	75%
Reading 8	77%	64%
Reading 9	62%	78%
Reading 10	88%	69%
Total	67%	71%
Q1 Math		
7th Grade	46%	87%
8th Grade	70%	76%
9th Grade	65%	73%
10th Grade	100%	92%
Q1 Math Totals	64%	81%

**Indicate school years covered in the term of the previous contract: All applicants must report on each school specific charter goal that is included in the school's performance framework.** Applicants must provide a summary analysis of their performance on each goal in over the term of the contract. This analysis must state, for each year of the contract, whether the goal was met and must include longitudinal data that can show the progress of the school over the contract term. For each goal, the applicant should provide a visual representation of the longitudinal data.

Years covered: 2019-20, 2018-19, 2017-18, 2016-17, 2015-16

We are working on a graphic analysis. There are four measures, one of which is an "Innovative Indicator," which was a category created by the PEC for Monte when we negotiated the contract and wanted to include a measure showing the impact of mentorship on a student's performance. The current years data is not yet in, but we are including a pdf of last year's performance on the indicator.

We are also working on a graphic indicator of the other three measures: reading for all students, math for all students and math for Q1. We are including longitudinal measure for the last two years for these three measures. (The contract does not indicate if the goal is to be met each year or was a goal for the five years of the contract.)

**If Monte Del Sol did not meet all of their goals in each year of the contract term,** provide a narrative that addresses the improvement actions (**school/adult/leader/teacher actions**) targeted to improve the school's performance on that school specific goal and the success of those actions (**student academic successes/improved outcomes**). The purpose of the narrative is to demonstrate substantial progress

toward achieving and maintaining sufficient performance on the school specific goal. The narrative should only address a goal that was not met in each year of the contract term. Implementation of the described improvement actions should be verifiable through documented evidence at the site visit.

*Regarding the two math goals, the first and foremost plan is to hire capable math teachers. There is a shortage of STEM teachers in New Mexico, and we have felt that significantly. We have had success last year and we hope this year with staffing in these courses. When we have had a teacher leave, we have used Florida Virtual Courses to augment the students' course. This year and last we have employed Edmentum blended learning to help teachers assess students need and as a tool to increase students' engagement and performance.*

*The Head Learner also visited Oakland Unity Charter School, which has had incredible success in their students' math performance with the incorporation of Kahn Academy. Solving the Math Problem: An Urban Math Classroom Proves Student Responsibility Is The Real Solution. Kindle Edition by [Peter McIntosh](#) (Author). Teachers have begun to implement incorporation of Kahn Academy and other on line tools at varying levels.*

**Please identify specific evidence of both the school/adult/leader/teacher actions and the student academic successes/improved outcomes in the narrative.** The narrative should reference performance data that can be reviewed and verified either during the site visit or during the "desk audit" review of the application. If providing data, please attach in an appendix and reference the appendix by name in the narrative.

The school and instruction is a whole. Our responses to previous queries is also applicable in this section. We have come to realize that our answers to these questions mostly lie within the school through improved collaboration. Breaking down the walls between classrooms and encouraging students and teachers to create assignments that have authentic audiences, such as the public at the Lannan Foundation in the case of the Peace Museum, is one of the answers. Engaging students through their feeling of participating in a community is another. Yet another is through social and emotional learning, allowing students to feel safe and respected. Doing all of that and without neglecting the nuts and bolts of formative assessments and data-driven instruction is what we are dedicated to doing.

A charter school is a public school accredited by the Public Education Department (“PED”). The Board has the authority to approve the establishment of a district-chartered school within the District. Such charter schools shall be accountable to the District for purposes of ensuring compliance with applicable laws, rules, and charter provisions. State-chartered within the District are not under the authority of the District.

### **Initial Application**

No later than the second Tuesday of January of the year in which an application will be filed, the organizers of a proposed charter school, located within the District, shall provide written notification to the Public Education Commission and the District of their intent to establish a charter school. Failure to notify may result in an application not being accepted.

A charter school application to the District shall contain the following:

1. The mission statement of the charter school;
2. The goals, objectives and student performance outcomes to be achieved by the charter school;
3. A description of the charter school’s educational program, student-performance standards and curriculum that must meet or exceed state educational standards and must be designed to enable each student to achieve those standards;
4. A description of the way a charter school’s educational program will meet the individual needs of the students, including those students determined to be at risk;
5. A description of the charter school’s plan for evaluating student performance, the types of assessments that will be used to measure student progress toward achievement of the state’s standards and the school’s student performance outcomes, the time line for achievement of the outcomes and the procedures for taking corrective action in the event that student performance falls below the standards;
6. Evidence that the plan for the charter school is economically sound, including a proposed budget for the term of the charter and a description of the manner in which the annual audit of the financial and administrative operations of the charter school is to be conducted;
7. Evidence that the fiscal management of the charter school complies with all applicable federal and state laws and rules relative to fiscal procedures;
8. Evidence of a plan for the displacement of students, teachers and other employees who will not attend or be employed in the conversion school;
9. A description of the governing body and operation of the charter school, including:
  - a. how the governing body will be selected;
  - b. qualification and terms of members, how vacancies on the governing body will be filled and procedures for changing governing body membership; and

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- c. the nature and extent of parental, professional educator and community involvement in the governance and operation of the school;
10. An explanation of the relationship that will exist between the proposed charter school and its employees, including evidence that the terms and conditions of employment will be addressed with affected employees and their recognized representatives, if any;
11. The employment and student discipline policies of the proposed charter school;
12. An agreement between the charter school and the District regarding the respective legal liability of each and applicable insurance coverage;
13. A description of how the charter school plans to meet the transportation and food service needs of its students;
14. A description of any lawful waivers that the charter school is requesting or that will be provided from the District or the PED and the charter school's plan for addressing and using these waiver requests; and
15. A description of the facilities the charter school plans to use.

### **Procedures for Application or Renewal Charter**

A charter school may be approved for an initial term of six years; provided that the first year shall be used exclusively for planning and not for completing the application. A charter may be renewed for successive periods of five years each. Approvals of less than five years may be agreed to between the charter school and the District.

During the planning year, the charter school shall file a minimum of three status reports with the District and the PED for the purpose of demonstrating that the charter school's implementation progress is consistent with the conditions, standards and procedures of its approved charter. The report content, format and schedule for submission shall be as agreed to by the District and the charter school and become part of the charter contract. Prior to the end of the planning year, the charter school shall demonstrate that its facilities meet all state requirements.

The procedures to apply for a District charter school are as follows:

1. No later than the second Tuesday of January of the year in which an application will be filed, the organizers of a proposed charter school shall provide written notification to the District of their intent to establish a charter school;
2. For initial charters, the application shall be submitted between June 1 and July 1 to be eligible for consideration for the following fiscal year; that deadline may be waived upon written agreement of the applicant and the District;
3. The Board shall receive and review all applications for charter schools. No application fees will be charged;
4. An application may be made by one or more teachers, parents or community members or by a public post-secondary educational institution or non-profit organization;
5. An application shall include the total number of grades the charter school proposes to provide, either immediately or phased. A charter school may

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- decrease the number of grades it eventually offers, but it may not increase the number of grades or the total number of students proposed to be served in each grade.
6. An application shall include a detailed description of the charter school's projected facility needs, including projected requests for capital outlay assistance that have been approved by the director of the District's facilities authority or the director's designee. The director shall respond to a written request for review from a charter applicant within forty-five (45) days of the request.
  7. The Board shall hold at least one meeting to obtain information and community input to assist the Board in its decision regarding whether to grant a charter school application;
  8. The Board may approve, approve with conditions or deny a charter school application. An application may be denied if:
    - (a) the application is incomplete or inadequate;
    - (b) the application does not propose to offer an educational program consistent with the requirements and purposes of the Charter Schools Act;
    - (c) the proposed head administrator or other administrative or fiscal staff was involved with another charter school whose charter was denied or revoked for fiscal mismanagement or the proposed head administrator or other administrative or fiscal staff was discharged from a public school for fiscal mismanagement; or
    - (d) the application is otherwise contrary to the best interests of the charter school's projected students, the local community or the District.
  10. If the Board denies a charter school application or approves the application with conditions, it shall state its reasons for the denial or conditions in writing within fourteen days of the meeting. If Board grants a charter, the approved charter shall be provided to the applicant together with any imposed conditions.
  11. A charter school that has received a notice from the board denying approval of the charter has a right to a hearing by the Secretary of Education by filing a notice of appeal with the Secretary within thirty (30) days after the District's decision.

No later than two hundred seventy days prior to the date in which the charter expires, the governing body may submit a renewal application to the District. Upon receipt of a renewal application, the District shall rule in a public hearing on the renewal application no later than one hundred eight days prior to the expiration of the charter.

A charter school renewal application submitted to the District shall contain:

1. a report on the progress of meeting the academic performance financial compliance and governance responsibilities of the charter school, including achieving the goals, objectives, student performance outcomes, state minimum educational standards and other terms of the charter contract, including the accountability requirements set forth in state law;
2. a financial statement that discloses the costs of administration, instruction and other spending categories for the charter school that is understandable to the

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- general public, that allows comparison of costs to other schools or comparable organizations and that is in a format required by the PED;
3. a copy of the charter Performance Compact, executed in compliance with state law and applicable district policies and regulations;
  4. a petition in support of the charter school renewing its charter status signed by not less than sixty-five percent (65%) of the employees in the charter school;
  5. a petition in support of the charter school renewing its charter status signed by at least seventy-five percent (75%) of the households whose children are enrolled in the charter school; and
  6. a description of the charter school facilities and assurances that the facilities are in compliance with the requirements of state law.

### **Charter Oversight**

The District shall monitor the fiscal, overall governance and student performance, and legal and/or contractual compliance of the charter schools that it oversees, including reviewing the data provided by the charter school to support ongoing evaluation according to the charter Performance Compact. The District may also conduct or require oversight activities that allow it to fulfill its legal obligations as a chartering authority and the terms of the charter contract, as long as it does not unduly inhibit the autonomy granted to District-authorized charter schools.

As part of its performance review of a charter school, the District shall visit a charter school under its authority at least once annually to provide technical assistance to the charter school and to determine the status of the charter school and the progress of the charter school toward the performance framework goals in its charter contract.

If, based on the performance review conducted by the District, a charter school's fiscal, overall governance or student performance, or legal compliance appears unsatisfactory, the District shall promptly notify the governing body of the charter school of the unsatisfactory review and provide reasonable opportunity for the governing body to remedy the problem. The District may also take appropriate corrective actions or exercise sanctions, as long as such sanctions do not constitute revocation, in response to the unsatisfactory review. Such actions or sanctions by the District may include requiring a governing body to develop and execute a corrective action plan with the chartering authority that sets forth time frames for compliance. If the unsatisfactory review warrants revocation, the revocation procedures set forth in this policy shall apply.

The District shall submit an annual report to the PED Charter School Division, including a performance report for each charter school that it oversees, in accordance with the performance framework set forth in the charter contract.

### **Suspension, Revocation or Nonrenewal of Charter**

A charter may be suspended, revoked or not renewed by the District if the District determines that the charter school did any of the following:

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1. committed a material violation of any of the conditions, standards or procedures set forth in the charter contract;
2. failed to meet or make substantial progress toward achievement of the PED's minimum educational standards or student performance standards identified in the charter contract;
3. failed to meet generally accepted standards of fiscal management; or
4. violated any provision of law from which the charter school was not specifically exempted.

The Board delegates to the Administration responsibility for developing procedures for suspension, revocation or nonrenewal of a charter, in compliance with state law. Likewise, the Board delegates to the Administration charter school closure protocol to ensure timely notification to parents, orderly transition of students and student records to new schools and proper disposition of school funds, property and assets in accordance relevant law.

If the District suspends, revokes or does not renew a charter, the District shall state in writing its reasons for the suspension, revocation or nonrenewal. If a charter school is ordered closed for any reason, prior to closure, the District shall oversee and work with the closing school to ensure a smooth and orderly closure and transition for students and parents according to the closure protocol.

While a charter school is suspended, the charter school will operate under the jurisdiction and the policies of the Board.

### **Charter School Performance Contract**

The District shall enter into a contract with the governing body of the applicant charter school within thirty (30) days of Board approval of the charter application. The District utilizes a Performance Compact for that purpose. The charter contract shall be the final authorization for the charter school and shall be part of the charter. If the District and the applicant charter school fail to agree upon the terms of or enter into a contract within thirty (30) days of the approval of the charter application, either party may appeal to the Secretary of Education to finalize the terms of the contract; provided that such appeal must be provided in writing to the Secretary of Education within forty-five (45) days of the approval of the charter application.

The Administration shall make all necessary arrangements for timely preparation of and negotiations for a legally sufficient contract.

### **Grandfathered Charter Schools**

All District-authorized charter schools in existence on the date this policy is approved, shall be subject to the provisions of this policy, including the oversight provisions, and shall comply with the renewal process, as described herein, no later than the second Tuesday in January of the following calendar year.

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**Other Provisions**

No District employees are required to be employed in a charter school.

No student residing within the geographic boundary of the District is required to enroll in a charter school. A student who is suspended or expelled from a charter school shall be deemed to be suspended or expelled from District if that student resides within District boundaries.

**Legal Reference:** NMSA 1978, §§ 22-8B-1 *et seq.* (2011).

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August 27, 2019

To: Gabe Romero  
Executive Director of Operations  
SFPS

From: A. Robert Jessen  
Head Learner  
Monte del Sol Charter School

Dear Mr. Romero,

You have asked us to provide you with “The timelines for the five construction phases described in Section 4: Capital Improvement plan.” Rather than provide you with exactly that, I will provide you with the update to our Master Plan that we are operating on, which I had planned to present to you at the second meeting--originally planned but ultimately cancelled--prior to the SFPS board meeting.

In February of 2018, we met with Leo Valdez, of Hutchinson, Shockey, Erley & Co., an investment banking firm specializing in public finance, to explore moving forward with our facilities master plan. The original plan had been divided into five phases, hoping to initiate the most critical phase of replacing the portables as quickly as possible. Mr. Valdez illustrated to us that the basis of the plan, using modulars, was not attractive to lenders owing to the shorter life span of the buildings.

In addition, once we determined that non-modulars were a more financially feasible option, it no longer made sense to divide the phases the way we did. Instead, we combined phases I (replacing 6 portable classrooms), II (replacing the two portables housing offices), and V (the construction of a gym). Phases III and IV were more or less interim phases that entailed refurbishing already existing spaces.

Mr. Valdez contacted Sanjay Engineer, vice president of the firm FBT Architects to provide more detailed numbers. Mr. Engineer determined that what were previously known as phases I, II and V could be completed as a wood frame and metal building for \$9,705,000, including a \$2,172,520 payoff of the existing mortgage held by the foundation. The total new debt incurred by the foundation would then be \$7,532,480.

The next step will be to contract with Consilium School Finance Group to do a top to bottom audit of Monte, including interviews with all stakeholders, to confirm the academic integrity and solvency of the school. Once that is complete, we expect to break ground during the summer of 2020 with a construction timeline of a bit more than a year, moving in during fall 2021.

This new addition resolves three current issues for Monte. The first is the retirement of the portables, which have outlived their lifespan. The second is the addition of the gym, which although not necessary would improve both the PE courses and athletics at Monte. The last is the creation of a single point of entry for the school. This is the most critical safeguard that the school can make.

## MdS Academic Strategy

Monte del Sol Charter School educates and inspires Santa Fe's diverse population in grades 7 through 12, by building strong relationships and creatively engaging the local and global community.

To do this, Monte del Sol Charter School will:

- provide a **small school** so each individual is known;
- acknowledge and **celebrate the diversity** of its members and the community;
- connect students with adult community members through the **mentorship** program;
- **foster awareness of the world** through international trips, student exchanges, special events and curricula;
- engage students in the **arts** through events, activities, and curricula;
- teach the importance of **environmental sustainability** in our curricula and through participation in the garden.

Monte del Sol Charter School provides Santa Fe youth with a small school educational setting. Mostly, the daily schedule and academic expectations mirror those of traditional district schools. What sets Monte apart is the focus on community, diversity, and relationships. Teachers and administrators are called by their first names to represent reciprocity in the learning process, and the idea that learning does not stop at graduation is symbolized by the titles of Head and Assistant Head Learner.

From Principals Pursuing Excellence (PPE) to the Transformational Leadership Initiative (TLI), MdS continues to discover how to best meet the diverse needs of its students and community members.

- In 2017-2018, Dr. A. Robert Jessen entered the PPE program
- Year 1(SY2017-18)
  - Established a Core Leadership Team,
  - Annual and 90-plans
    - Systems
    - Data-driven instruction
  - Weekly 90-minute professional development sessions with faculty to deliver new and share existing strategies interim assessments, critical friend protocols and use academic language.

*Based on feedback, the administration determined that the structure of one weekly 90-minute session did not provide sufficient time to cover all business and professional development needs. Monte del Sol has an active NEA chapter and meeting hours are negotiated during collective bargaining.*

- Year 2 (SY2018-19)
  - Scheduled five additional professional development days with all staff in addition to the three days faculty have for planning and grading.
    - mission-specific goals
    - tier I & II interventions
    - project-based learning at Monte del Sol
    - Interpersonal Leadership Styles (ILS)
    - faculty-led presentations on math and literacy instruction
    - restorative justice and safety
    - culturally responsive teaching
  - Annual and 90-plans
    - Tier I Interventions

## MdS Academic Strategy

### ■ Formative Assessments

- Weekly staff meetings and team meetings were scheduled
- Reinstate department coordinators (English, Math, Science, Social Studies, Art, and World Languages), explored vertical alignment, cross-curricular projects, arts integration, and input on budget needs
- Grade-level teams met weekly to discuss students of concern, cross-curricular programming and positive culture events (i.e., gatherings or educational field trips).

*The full-day professional development sessions were useful since they provided time to go deeper into the subject matter and intentionally apply the content to classroom instruction; however, the structure was not sustainable over time, nor did it provide enough consistency to build on themes in a timely manner.*

### ● Year 3 — Year Zero (SY2019-20)

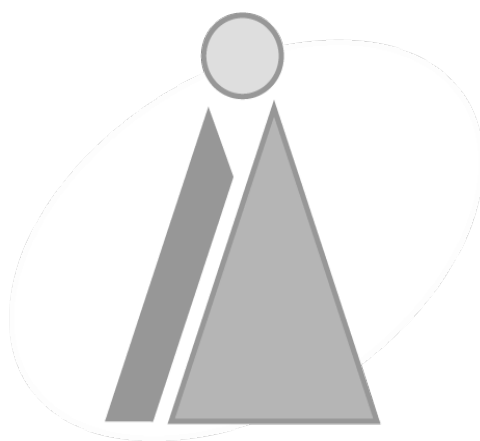
- Formalize Monte's leadership team roles and responsibilities and request a two-year commitment (departments: humanities, math/science, specials; and grade-level teams: 7-8, 9-10, 11-12)
- Shared governance and "flattened leadership"
- Common prep four days per week (8:00-8:55 AM)
- Define Monte's compelling purpose with the support of The Santa Fe Center of Transformational School Leadership
  - Five 2.5-hour sessions with the leadership team
  - Three Appreciative Inquiry (AI) sessions with all MdS stakeholders
  - Examine PBL at MdS
- Expand the number of AP and honors courses offered
  - Honors (English 8, 9, 10, 11, Algebra I & II)
  - AP 2019-20 (Environmental Science, World History, US History, 2-D Art, Spanish Language and Culture, English Literature and Composition)
  - Guide students to earn the Bilingual Seal
- Develop dual credit cohorts and career pathways
  - Computer Science
  - Culinary Arts (towards SFCC certificate)
  - Sustainability (towards SFCC certificate)
  - Trades Math and Math Applications
- Practice common protocols (in documentation and dialogue) to support diverse needs
  - IEP
  - SAT
  - EL
- Specific attention to operations and communication practices
- Involve all stakeholders in the school program development and evaluation

*Monte del Sol continues to learn to do what it does (relational learning) better. Beginning its third decade, Monte seeks to meet the diversity of Santa Fe with engaging educational experiences that prepare students to think critically, act responsibly as a member of a community, and excel as scholars, organizers, athletes, artists, etc. Monte del Sol will continue to evaluate growth in math and ELA with the use of short-cycle assessments and build a culture of collaboration.*

# ***Monte del Sol***

## ***Charter School***

*Preparing community leaders for the 21st century*



**A Public High School**  
**Grades 7<sup>th</sup> – 12<sup>th</sup>**

## **COMMUNITY HANDBOOK**

**Our Expectations and Legal Responsibilities**  
**2019 - 2020**

4157 Walking Rain Road  
Santa Fe, New Mexico 87507  
505.982.5225 [www.montedelsol.org](http://www.montedelsol.org)



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## **Mission**

The mission of Monte del Sol Charter School is to:

Monte del Sol Charter School educates and inspires Santa Fe's diverse population in grades 7 through 12, by building strong relationships and creatively engaging the local and global community.

### **Creatively Engage the World**

To do this, Monte del Sol Charter School will:

- provide a small school so each individual is known;
- acknowledge and celebrate the diversity of its members and the community;
- connect students with adult community members through the mentorship program;
- foster awareness of the world through international trips, student exchanges, special events and curricula;
- engage students in the arts—fine and multicultural—through events, activities, and curricula;
- teach the importance of environmental sustainability in our curricula and participation in the garden.

## **Notice of Non-Discrimination**

It is the policy of Monte del Sol Charter School not to discriminate on the basis of race, sex, religion, national origin, sexual orientation, or disability in any of the educational programs or employment practices. Inquiries regarding compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, or Section 504 of the Rehabilitation Act of 1973 may be directed to the Head Learner, Monte del Sol Charter School, 4157 Walking Rain Road, Santa Fe NM, 87507.

## **Diversity Statement**

Monte del Sol welcomes, honors and accepts all students, families and personnel. Our commitment to building an inclusive community is fundamental to learning and developing leadership skills in young people. It is also a response to the demands of a multicultural and international society.

A key leadership skill we seek to develop is training minds to recognize and appreciate varying points of view for the betterment of the MdS community. When a student feels included and feels his/her heritage is valued, she/he feels a sense of pride. By raising awareness about our differences and similarities, we also better understand ourselves and gain an appreciation of and compassion for all human beings. Thus, a focus on diversity is as much a curricular matter as it is a social justice and community issue.

## **Core Values**

### **Inner Discipline**

Monte del Sol strives to instill self-discipline in its students, to help them develop both lifelong leadership skills and the wisdom to make good choices. Students learn to take responsibility for their actions, and they develop personal *agency*. They also learn the rewarding aspects of appropriate behavior. Poor decisions lead to clear consequences. Good behavior is expected, appreciated, and commended.



## **Courage**

We expect all members of the school community to learn that it takes courage to try new things, although sometimes we fail. When we do fail, we pick ourselves up, learn our lessons, and try again. We ask that everyone has the courage and willingness to admit that learning means taking risks. We also ask that everyone be sensitive to and respect the courage it takes to grow and change.

## **Responsibility**

We expect that each member of the Monte del Sol community will take responsibility for her or his own actions. We believe that every person makes a difference in building the Monte del Sol Community.

Students will take responsibility for getting themselves to school on time, for attending classes or other school obligations, and for being honest with themselves and their teachers. We ask students to take responsibility for picking up litter, turning out lights to conserve energy, and noticing others who may need help. We also expect that students will take responsibility for the community by behaving in ways that contribute to a positive atmosphere and cooperative problem-solving.

## **Integrity**

Integrity is being honest and having strong moral character. At Monte del Sol, it means communicating honestly and respecting those to whom we are speaking. Integrity includes the courage to admit when one has done wrong. It also includes academic honesty and the understanding that work turned in is one's own and not someone else's intellectual property. [See Plagiarism.]



## **Expectations For Students**

### **Respect Staff Requests**

Staff members at Monte del Sol are expected to remind students of our behavioral norms and to model these norms themselves. Rudeness or insubordination to staff and/or faculty members will result in a meeting with the Dean of Students, the Assistant Head Learner, or the Head Learner. Disciplinary measures, as appropriate (including a Contract of Choice) will be taken.

### **Use Appropriate Language**

Profane language is disrespectful and the Monte del Sol community seeks to establish a culture of respect.

### **Respect Personal Space**

At Monte del Sol, respecting the personal space of others is essential. We also stress that public displays of affection are inappropriate: constant hugging, kissing, and improper touching are unacceptable.

### **Stay Focused in Class**

Classroom time is sacrosanct, and teachers and students will work hard to take advantage of every minute. Behavior that is distracting, disrespectful, and/or insubordination will result in interventions to support a positive learning environment for all students.

### **Do Not Use Personal Electronic Devices**

To stress that we are a school that emphasizes academics, we do not allow personal electronic devices to be used during the school day. This includes cell phones, iPods, speakers, gaming devices, and headphones (headphones may be used for academic purposes if approved by the teachers). Students will continue to use their school-issued devices. If parents need to contact their children, they may call the school phone or email the student at their school email address. If communication with their child is urgent, they may call or text the Dean of Students, the Head Learner or the Assistant Head Learner on their cell phones.

### **Respect the School Environment**

Visitors can easily see who we are as a community by the tidiness of the school itself. Students, guided by staff and faculty, will make sure that classrooms are tidy and the campus is clean.

### **Respect the Neighborhood**

Students are not to walk on private property, backyards, driveways or any other property of Nava Adé residents. Students must keep volume down when listening to music in their cars.

### **Participate in Home Groups**

Home Groups (HGs) are groups of 10 –16 students with a staff or faculty advisor. Home Group participation is mandatory and intended to foster good relationships between students and their advisors so that students can address any issues related to school. The advisor should know how her or his advisees are doing academically and socially. Advisors assist in their advisees' academic or personal development. Should parents have any questions related to their child and/or matters related to school, they should



contact the advisor first. At times throughout the year, Home Groups may enjoy special activities either during school or outside of school.

### **Participate in Gatherings**

Gatherings are all-school or grade-level meetings that occur at least once a month. Students are expected to be present. During Gatherings, issues of mutual interest to the community may be discussed, speakers may present, and artistic performances may occur. The goal of Gathering is to bring the school together regularly to build community and address issues in an open forum.

### **Parent Volunteer Requirements**

Monte del Sol believes that strong parent involvement fosters our sense of community and is key to our student success. Therefore, we strongly recommend at least 10 hours of volunteer time from each family. Participation options include, but are not limited to, the following: school maintenance, classroom assistance, chaperoning field trips, fund-raising, administrative support, registration, grant writing, garden, and parking lot assistance.

### **Monte del Sol's Graduation Requirements**

English	4 credits
History	3.5 credits History credits must include: ½ year of New Mexico History (9 <sup>th</sup> grade), 1 year of World History (10 <sup>th</sup> grade), 1 year of US History, (11 <sup>th</sup> grade), Government and Economics (senior year).
Mathematics	4 credits*
Science	3 credits
Other Language	2 credits (of the same language)
The Arts	2 credits
Mentorship	2 credits (in High School)
Physical Ed	1 credit** Two years of a sport may equal .5 credits and three years of a sport may equal 1 credit.
Health	1/2 credit
Electives	2 credits** These electives may include additional academic, arts, or mentorship electives. The state requirement of communication is covered by our world languages credit.
<b>Total</b>	<b>24 credits</b>
<i>For 10<sup>th</sup> grade entry:</i>	<i>6 credits required</i>
<i>For 11<sup>th</sup> grade entry:</i>	<i>12 credits required</i>
<i>For 12<sup>th</sup> grade entry:</i>	<i>18 credits required</i>



## **Policies**

### **Academic Eligibility for Extracurricular Activities**

Like most schools, the core of Monte del Sol learning happens in the classrooms. We try to enhance our students' learning experience by offering a variety of extracurricular activities, but students who do not fulfill their classroom obligations according to the policy below, lose the privilege of participating in these activities. Please note this policy does not apply to mentorship, field trips and class trips, which are considered part of the academic curriculum, and not extracurricular. However, a student may not be provided the privilege to participate in a class trip if they may present behavioral or safety concerns.

To participate in trips abroad and/or athletics events/ practices, a student must meet the academic eligibility guidelines set by the New Mexico Activities Association (Rule 6.2.1). Specifically, a student "shall have a 2.0 grade point average with no Fs, based on a 4.0 grading scale, either cumulatively or for the nine week grading period immediately preceding participation." Refer to the NMAA handbook/website for more specific information. Determination of eligibility shall be made by the Athletic Coordinator in collaboration with the coach and the school administration.

Students may not participate in an athletic event/practice if they have not attended at least half the school day, whether or not that absence is excused.

The administration, Athletic Coordinator, coach, and/or trip leader may, at any point before the trip, event, or practice, request that a student be declared ineligible due to any suspension or major violations of the expectations in the Community Handbook, or for a significant decline in academic performance. Determination of eligibility will be made, on a case by case basis, in a hearing attended by the student, his or her family, the administration, the trip leader/coach, and the student's advisor. The ultimate determination will be made by the Head Learner.

### **Attendance**

Fundamental to good education and citizenship is participation, or "showing up" on time. Absenteeism harms the student and the community of learners. Students are expected to be in school and in assigned classes unless excused. Please note that field trips at Monte del Sol are an integral part of the academic program and attendance is expected during these trips as well.

Students and their families are expected to respect the following policies regarding attendance and timeliness:

- If a student misses school for all or part of a day for any reason, parents must call the attendance line at 982-5225 ext. 3 by 10:00 AM the day of the absence. Students who are 18 may call themselves in.
- Students arriving late or leaving early must sign in or out at the office. 11<sup>th</sup> and 12<sup>th</sup> grade students may drive themselves to appointments, but their parents must call the attendance line to inform the school of their need to leave. If a parent is picking up a student and their child is younger than 18y/o the parent must come into the office to sign out their child.
- It is the student's responsibility, not the teacher's, to ask for homework missed and make arrangements with each teacher for any work owed. Work not turned in will adversely affect the student's grade.
- Teachers will take attendance in PowerSchool for each class each day. If any student in grades 7 – 12 has ten (10) or more absences in any one class during a semester, excused or unexcused, that student will lose credit for that class. A student may petition the administration to explain why



he/she should not lose credit, allowing for legitimate reasons for absences such as illness or death in a family. School athletic competitions and field trips are excluded from this count. Students and their parents will receive notification from the advisor when the student reaches three absences and from the Dean of Students or attendance officer when he or she reaches five absences. At seven absences, the student and parents will be invited to a meeting with the Dean of Students and/or the Head Learner and Assistant Head Learner.

- Students who are tardy to class disrupt the flow of the class, whether one minute or 20 minutes late. Three tardies or three early departures will result in one absence, and will count toward the 10 absences, whether or not the tardy is excused by the student or parent. A student who arrives more than 20 minutes late, or leaves more than 20 minutes before the end of class, will be considered absent.
- Unexcused absences from school will be noted. Parents will be informed of half and/or full-day unexcused absences and will be called to discuss the absences within 24 hours whenever possible. If any student continues to be truant despite communication with both students and parents, authorities will be notified in writing.

### **Appropriate Use of Technology**

Acceptable use of technology requires that the use of school resources be in accordance with the following guidelines and they support the educational goals of Monte del Sol. Students and parents must agree to this policy:

- a. The use of my assigned MDS account and school-owned equipment must be in support of education and research and the educational goals of MDS.
- b. Use of other organizations' networks or computing resources must comply with rules appropriate to that network.
- c. Transmission of any material in violation of any United States or other state organizations is prohibited. This includes, all but is not limited to: copyrighted material, threatening or obscene material, or material protected by trade secret. (is this the right word?)
- d. Use of commercial activities by for-profit institutions is generally not accepted.
- e. Use of product advertisement or political lobbying is also prohibited.
- f. I am aware that the Chromebooks assigned to me can be tracked and disabled at any moment at MDS discretion.
- g. I am aware that the inappropriate use of electronic information resources can be a violation of local, state and federal laws and that I can be prosecuted for violating those laws.
- h. Students will not be permitted to use unauthorized electronic devices (including, but not limited to, cell phones, gaming devices, mp3 players, iPods, and portable speakers) during the school day, including the lunch break. Use of a Monte del Sol Charter School issued Chromebook is permitted. (This is redundant with Acceptable Use policy above. Do you want it here or there?)
- i. Cell phones or other unauthorized electronic devices will be confiscated if they are seen, heard, or otherwise noticed on campus during the school day, as follows
- j. Chrombooks and charger will be collected at the end of School year. If the student is missing any of these items, parents must cover the cost of replacing them.

### **Appropriate Dress**

All members of the Monte del Sol community are expected to show their respect for the diversity of our community by dressing appropriately. We have neither a uniform nor standardized dress; however, students must adhere to the following policies:



- Clothes that reference alcohol, drugs, tobacco or advocate violence, racism or sexism are not permitted.
- Gang-related clothing is not permitted.
- Students violating the above guidelines will be asked to change into more appropriate clothing. If dress code violations continue, we will address the behavior as a disciplinary issue.

### **Driving and Off-Campus Privileges**

The following rules apply to any student who plans to drive a car to school at any point during the year.

For the first quarter, only those students in the 11<sup>th</sup> and 12<sup>th</sup> grades who either have 2 consecutive free blocks or have courses at the community college or jobs may leave campus. They must request a waiver from the Assistant Head Learner. After the first quarter, only 11<sup>th</sup> and 12<sup>th</sup> grade students who have met the following conditions may leave campus when they are not required to be in a class or activity: 1) earned at least a 2.5 GPA in the previous quarter; and 2) have no more than 5 tardies in the previous quarter. This privilege is based on our desire to balance our community needs with the needs of individuals and the goal of developing independence and responsibility in our students. No other students may leave campus during lunch or free blocks unless they are picked up and signed out by a parent or legal guardian. 10<sup>th</sup> graders may apply for permission to drive to school.

We have approximately 50 parking spaces for students. Priority will be determined by the administration based on grade-level, bus service, after-school jobs and community college classes.

Any student driving a car and parking on campus must be registered with the Monte del Sol School office and receive a Monte del Sol parking sticker. A valid driver's license and proof of registration and insurance must be presented, and a \$10 fee paid per semester. Failing to follow this procedure will result in restriction of on-campus parking and/or towing. The money collected from parking permits will be used for parking and transportation-related needs.

11<sup>th</sup> and 12<sup>th</sup> grade students may not take students without off-campus privileges off campus in cars with them during the school day and must follow the safe driving rules and parking regulations. If a driver takes a student without off-campus privileges off campus, the infraction will result in a Contract of Choice and restrictions on driving privileges. Any student leaving campus without permission will face appropriate disciplinary action on the first infraction and a Contract of Choice on the second incident.

Monte del Sol maintains the right to revoke any individual's off-campus and/or driving privileges if safety is compromised in any way. Any student may have his/her parking permit revoked if he/she continually arrives late, is found to be driving dangerously or speeding in the Nava Adé neighborhood or on the Monte del Sol campus, leaves campus without proper permission, and/or takes other students off campus without permission. Loitering in vehicles is not permitted while on campus. We also reserve the right to revoke parking permits for other detrimental behaviors or other violations of the handbook.

### **Skateboarding**

Our insurance has made it clear that we can be held liable for skateboarding accidents on campus. Students needing to bring a skateboard to school for use off campus after school may do so, but they must store the board in the office during the school day.



## **Student Fundraisers**

Selling of any foodstuffs and unauthorized fundraisers by individuals are not allowed. This policy is to enhance the wellness of our students, and to reduce competition for school-sponsored and fund-raising activities.

## **Lost or Damaged Personal Property**

Monte del Sol does not replace phones, iPods, articles of clothing, or any other personal items that are lost, stolen or damaged on school property or during trips or events. Students are encouraged to leave expensive personal items at home. There is a free phone available to all students in the office for local phone calls, and parents can always call the front desk to have messages delivered to their children at school. *The school does not pay for damages to cars, bicycles, motorcycles or any private property of a student or family member on the property of Monte del Sol, including in the parking lot.*

## **Late Work**

In order to better prepare our graduates for college and work, Monte del Sol has adopted a policy that teachers do not have to accept any assignment after the due date, under the following conditions:

### ***School Activities***

Field trips, sports events and mentorship activities are an integral part of the Monte del Sol experience, and are always planned at least one week prior. If an assignment is due the day that a student will be gone for a field trip, sporting event or mentorship activity, the student must turn in the work within 24 hours after the due date. In the case of an extended field trip of more than one day, individual arrangements must be made with teachers. Further, the student is responsible for inquiring about and turning in on time any homework that is assigned on the day that is missed.

### ***Excused Absences***

When a student misses a class because of illness or any other excused absence, the student must make arrangements individually with the teacher as to when the work shall be turned in. Upon a student's return, she or he must check in with all teachers to establish new due dates for homework assigned during the absence.

### ***Unexcused Absences***

A student who misses a class with no excuse receives no credit for assignments due during that class period.

### ***Suspensions***

Students have the chance to complete academic work during a behavioral suspension. As with an excused absence, students are expected to make individual arrangements.

### ***Power School***

Students should be able to plan ahead for scheduled absences by reviewing assignments posted on Power School.



## **Serious Violations/Contract of Choice**

Some of our expectations are non-negotiable out of concerns for respect, safety and legality. Behavior that violates these expectations will not be tolerated on campus or at any off-campus activities related to school. Violations of these rules on the first event will result in a meeting with the student and the student's parents or guardians, where the student agrees to sign a Contract of Choice. Monte del Sol Charter School is a school of choice, and the student by his or her behavior is electing to not follow the rules of the school, which reflects a decision to cease attending Monte. All parties, school administration, student, and student's parents/guardians sign the contract that stipulates that if the student again engages in a serious violation, *even if not the same type*, the student agrees to withdraw from Monte del Sol and transfer to another school or face possible expulsion.

As our obligation is to follow the laws of New Mexico, offenses involving alcohol, drugs, violence and theft may be referred to local law enforcement agencies and Teen Court; other offenses may involve outside authorities as well.

**Please note:** *To ensure the safety of the school community, upon suspicion, we reserve the right to search students and their belongings as part of any school-related activity.*

### **Illegal Substances**

There will be no tobacco products (including electronic cigarettes), alcohol, illegal drugs, paraphernalia or non-prescription drug use at school or any school sponsored function. If a student is found to possess any of the above, or is under the influence of any of the above, he/she will be subject to discipline. This is considered a serious infraction and students may be suspended as well. The school complies with the federal Safe and Drug Free School Act.

### **Fighting or Physical Assault**

Fighting or physical assault of others is a serious offense and will be not be tolerated. Any student who strikes another student (whether in self-defense or not) will be asked to sign a Contract of Choice. Local law enforcement may be contacted, and all students involved will face suspension no less than one (1) school day with additional in-school suspension.

### **Weapons**

Weapons of any kind are not permitted at school. Do not bring pocket knives or other multi-purpose objects that can also be used as weapons. Students will be subject to discipline. Bringing firearms or another weapon with intent to harm another will result in notification of the authorities and expulsion following federal and state laws and regulations.

### **Lying, Theft, or Vandalizing**

Lying to, theft of or vandalizing school or personal property violates the norm of respect and will be subject to discipline. Students charged with lying will be brought in front of the school's Honor Council or administration. Theft and vandalism may result a school suspension and be reported to local law enforcement and will result in a Contract of Choice.



### **Cheating or Plagiarism**

Cheating or Plagiarism (copying information directly from other students or sources such as books, Internet sites, and magazines without proper citations) will result in loss of credit for the assignment in question and will include a referral to the Honor Council or administration.

### **Harassment and Bullying Policy**

Harassment, including sexual harassment or racial comments, verbal or physical intimidation, or use of derogatory language intended to annoy, alarm or terrorize another person violates all that the Monte del Sol community stands for and will not be tolerated. All of the above are serious offenses and will be subject to discipline, including suspension or the signing a Contract of Choice.

Sexual harassment is a misuse of power and/or behavior that can create an offensive, intimidating and hostile environment and is a violation of federal law and school policy. Sexual harassment may include unwelcome sexual advances, requests for sexual favors, and written, visual or verbal conduct of a sexual nature.

Bullying and cyber-bullying means any repeated and pervasive written, verbal or electronic expression, physical act or gesture, or a pattern of these actions, that is intended to cause distress upon a student of this school. It includes any action that a reasonable person should know will have the effect of placing a student in reasonable fear of physical harm or damage to the student's property. Insulting or demeaning any student or group of students in such a way as to disrupt or interfere with the school's mission or the education of any student will not be tolerated and will result in discipline actions.

Any community member who feels he/she is experiencing sexual harassment or bullying should report, verbally or in writing, such conduct to the administration or school counselor. Reports will be investigated and, if verified, disciplinary action will be taken against the perpetrator, including signing a Contract of Choice.

### **Consequences of Violating Expectations**

Consequences for acting against expectations will be reasonable and tied to the infraction. Consequences will result in (1) repairing the damage that occurred to the community as a result of the infraction, and (2) modifying or improving behavior.

#### ***Counseling***

We will always talk to a student when behavioral problems arise to see if we can find common ground or come to agreement about community expectations of behavior. Notes will be kept to document this conversation and its agreements.

#### ***In-School Suspension***

In-school suspension (ISS) and Saturday school may be assigned when, per administration determination, a student's behavior warrants it.

#### ***Lunch Detention***

Lunch detention is considered one form of ISS and may be used for behavioral problems in the classrooms and for continued tardiness. Lunch detention rules are that students may eat lunch, study or sit quietly. Computers can be used for research for classes with the permission of the lunch detention supervisor.



### ***Suspension***

Suspension is used to remove a student from the school community because that student is harming the community by his/her presence or because the severity of his/her actions merits isolation from the community.

### ***Contract of Choice***

Understanding that Monte del Sol Charter School is a school of choice, in that students and their families opt to attend charter schools instead of attending the public school for which they are zoned, and understanding that often what a person says, and what a person does, conflicts, and that a person's actual actions may often be a more accurate indication of a person's true beliefs and feelings, the student must enter into Contract of Choice, acknowledging that she or he has committed a serious infraction in violation of the Student Handbook, and that if the student commits any second serious infraction, be it of any kind (e.g., tobacco use on campus, possession of drug or drug paraphernalia, including any e-cigarette or vaporizing mechanism, theft, possession of a weapon, egregious insubordination, or engaging in a fight), then the student named below will withdraw from Monte del Sol Charter School forthwith.

If the student refuses to withdraw as agreed upon in the contract, the Governing Board of Monte del Sol will consider a vote on expulsion. (See below for description of the legal procedures of the expulsion process.)

### ***Honor Council Hearing***

In some cases, students will be required to appear before the Monte del Sol Honor Council.



## **Honor Council**

### **Purpose**

The Monte del Sol Honor Council is a teaching tool that helps set and maintain high standards for student honor and behavior. Its goal is to develop honorable behavior by helping students understand how their actions either harm or benefit the Monte del Sol community. The role of the Council is to determine whether or not a student's actions harmed the community, and then recommend appropriate consequences and reparations, based on the philosophy of restorative justice. Student members of the Honor Council are expected to fulfill their duties with full confidentiality and with the utmost fairness.

### **Composition**

The Honor Council is composed of at least four members, including at least two seniors, one junior, alternates, and the faculty advisor. Up to three other members may be invited or drawn at random for a hearing, and may include one more faculty member and a student from the offender's grade level.

### **Chair**

The permanent faculty advisor shall chair the Council and is responsible for running the hearings. A secretary is selected for each hearing and is responsible for taking notes and completing all forms.

### **Confidentiality Contract**

Student members of the Honor Council sign a contract that details their responsibilities and mandates confidentiality. If a member of the Honor Council breaks this contract or is charged and found guilty of an offense at school, he or she is removed from the Council.

## **Honor Council Procedures**

The Honor Council meets as determined by the school administration. Examples of transgressions that may warrant convening of the Honor Council include lying, cheating or plagiarism, stealing, harassment or any behavior that violates the sense of community in the school. The Council also may be convened for minor transgressions that occur repeatedly.

The Honor Council meets in private with the charged student and, when possible/desirable, his or her Home Group Advisor (or other staff member of the student's choice). No other students are allowed to attend a hearing. The Honor Council asks questions of the charged student and reviews any evidence.

After the hearing, the charged student is dismissed and told to maintain confidentiality. The Honor Council then reviews all available evidence and determines if the student has in fact harmed the community. If it is determined that harm has been done, the Council then discusses possible consequences and reparations. All Council decisions are made by simple majority.

The secretary of the Honor Council takes notes during the meeting and then completes an Honor Council Report, which the Council Chair gives to the school administration. The administration approves or amends the recommendations, and then ensures that the recommended action occurs.

The Council Chair gives a copy of the Honor Council Report to the charged student's Home Group Advisor. The Home Group Advisor contacts the parents or guardians. Administration keeps copies of all hearing notes, and all behavioral actions are part of a student's permanent record.





## **Legalities**

Receipt of this Community Handbook constitutes consent and acknowledgement required from students and parents.

### **Legalities of Search**

School officials may search a student with an adult witness, if there is reasonable suspicion that the student is in possession of an item that is illegal or against school rules. Given reasonable suspicion, student vehicles brought on campus, student purses and bags (book bags, gym bags, etc.), school lockers, and other school property are subject to inspection and search by school authorities at any time without further notice to students or parents. Students are required to cooperate if asked to open purses, bags, lockers or any vehicle brought on campus. Again given reasonable suspicion, drug- or weapon-sniffing dogs may be utilized at school or at any school function, including activities that occur after normal school hours or off the school campus, at the discretion of administrators. Parents will be notified before such a mass search has occurred.

### **Informal Hearing**

Before a student is suspended from school for ten days or less, the Head Learner or designee will conduct an informal hearing investigation of the alleged incident of which the student is accused and allowing the student to explain his or her behavior. If a suspension results, notice must be provided in written form, usually through email. If the parent does not receive a notice within a reasonable time, the parent should call MDS.

### **Formal Hearing**

The maximum punishment for an offense includes long-term suspension and signing a Contract of Choice, which may result in a student withdrawing from school. Punishments of this severity will be determined by a disciplinary hearing. Students who are suspended for more than 10 days may request a hearing. The student has the right to an adviser, to call witnesses, to question accusers and witnesses, and to have a copy of the proceedings for appeal to the Monte del Sol Charter School Board. Parents or students may elect not to contest whether a student has violated the Code of Conduct or Community Handbook. An agreement may be negotiated in which parents or students waive the right to a hearing before a disciplinary hearing. The Head Learner or designee must approve such a waiver in accordance with board policy.

### **Emergency Removal**

Monte del Sol Charter School has the right to delay the informal hearing and a student can be removed from school without an informal hearing when the administrator determines that it is not possible to conduct the informal hearing because the student poses a danger to himself or others, property or is an ongoing threat of disruption. Whenever a student is removed, a parent or guardian must be notified as to when the informal suspension will be held. The hearing will be scheduled within three school days unless there are extenuating circumstances, or it is mutually agreeable to both parties.

### **Manifestation Determination**

For students who receive special services and have an Individual Education Plan or a Section 504 Plan, suspension beyond ten school days or in increments that lead up 10 school days requires a manifestation determination hearing. An IEP team must convene within 10 school days to determine whether the



violation(s) of the Code of Conduct are related to the student's disability or whether the suspension was in accordance with a child's IEP. A Functional Behavioral Assessment (FBA), which examines possible factors of misbehavior, must be completed prior to or at the meeting before a manifestation determination hearing occurs. It also examines whether the behavior(s) merit the developing of a Behavior Intervention Plan (BIP) or a revision of the plan is necessary. A Manifestation Determination also decides whether the IEP team needs to convene and discuss what services a student needs to receive if it is decided that the suspension was appropriate.

### **Child Abuse and Neglect**

Pursuant to New Mexico State Statutes, NMSA 1978, Section 32-4-3, and Section 32-A4-3, amended 1998:

It is the duty of any school nurse, teacher, or administrator who knows or suspects that a child is or has been abused or neglected upon penalty of fine to report this information immediately.

Investigators employed by public agencies authorized to investigate child abuse, including those seeking to remove students from school for purposes of maintaining protective custody as part of a child abuse investigation, are subject to the Verification, Documentation, and Parental Notification Procedures.

Prior to any student being produced by a school principal for any contact with officers and/or social workers, the principal or his designee shall: write down the name, badge number, and agency of the officer(s) and the social worker(s), together with the date and time of appearance; confirm by telephone the agency that employs the officer(s) and/or social worker(s) and their identity and authorization in seeking contact with the student; and record the names and position of the person confirming such information and the time of such confirmation. In instances in which the officer(s) is acting pursuant to a court-ordered document, the principal shall obtain a copy of the document.

The principal or designee shall determine from the investigator whether it is appropriate to notify the parent or guardian of the requested interview or the removal of the student from the school.

In the event the investigator directs that such notice not be given, as in cases where a parent or close family member is the suspected abuser, the principal shall record such direction.

Where a law enforcement officer has a warrant or citation for the student's arrest or an order signed by a district judge, removal of the student by the officials under such order is mandatory when presented to the principal. The parent or guardian must be notified.

The principal or any other school employee should not attempt to conduct an interview with the student, beyond the basic information needed to report the incident or complete paperwork.



## **Hearing Procedures and Findings**

Should “Hearing Procedures and Findings also be an appendix?--Robert agrees, this whole section can be an appendix.

### **Hearing Officer**

A Hearing Officer will be appointed when a suspension is ten days or more. Notice will be addressed to the student, through his/her parent(s)/guardian and shall be either personally delivered or sent through certified mail. The hearing will occur within five school days of the suspension. The hearing’s date, time, place and reference to the alleged violations and where stipulated in the Code of Conduct are required for the contents of notice. Failure to appear may result in a penalty against the student by default.

### **Student Status Pending the Hearing**

A student may be suspended temporarily and a formal hearing on long-term suspension or expulsion may not occur until after the temporary suspension has expired when:

The student and parent have waived the right to return to school or administrative authority has conducted an interim hearing pursuant to due process protection sufficient to support the student’s continued exclusion pending the outcome of the formal procedures;

A student has waived the hearing through voluntary compliance or negotiated penalty. Such a waiver and compliance agreement shall be documented with evidence of signatures of the parent(s)/guardian, student and the hearing authority.

### **Procedures for Hearing and Findings**

The burden of proof lies with Monte Del Sol Charter School.

The student and parent(s)/guardian are afforded the following rights:

- The right to be represented by legal counsel or other designated representatives (at the parent(s)/guardian or student’s own cost).
- The right to present evidence that is not deemed immaterial or redundant by the hearing officer or the MDS board.
- The right to confront and question and cross-examine witnesses.
- The hearing authority shall determine whether the alleged act(s) have been proved by a preponderance of the evidence presented at the hearing.
- The hearing officer or the MDS board will tape the proceeding..
- The hearing authority, who is also a disciplinarian, may also impose a penalty at the close of the hearing or at a minimum a written decision within five school days after the hearing. The decision will take effect immediately after the hearing authority makes his/her decision at the closing of the hearing or in the written notice.

### **Following the Formal Hearing**

The student or parent(s)/guardian(s) may appeal the decision of the formal hearing in writing and within receipt of the hearing officer of MDS administration within five school days, and a formal review by the MDS board must occur within fifteen school days. The MDS board shall provide a written response with concise explanation for its findings within 10 working days. The MDS Board review is the final step and there is no further course of action within the Monte del Sol Charter School or SFPS.



### **Referral to Law Enforcement Authorities**

MDS and its employees will adhere to all Federal and State Laws by reporting certain violations to law enforcement agencies. These violations include the following:

- Aggravated Assault if a firearm is involved.  
Aggravated Battery.
- Sexual Offenses including consensual sexual intercourse with a minor 13 years or younger.
- Carrying Deadly Weapons at public gatherings.
- Carrying Deadly Weapons at school functions or on school property or within school safety zones.
- Illegal Possession of a pistol or revolver by a person under the age of 18.
- Possession and other activities regarding marijuana and controlled substances.



## **MDS Resolution Process**

When students and parents believe that school officials' decisions affecting them are unfair or unreasonable, students and/ or guardians are encouraged to express themselves to the individual directly involved and immediately attempt to resolve the problem informally. If the concern cannot be resolved, concerns should be brought to an administrator's attention. If the problem is still not resolved, it is then referred to the MDS School Board. For continued strong community relationships at Monte del Sol and for effective communication, Monte del Sol strongly encourages parents and students to use our resolution process.

### **Step One**

Bring concerns directly to the individuals involved. If satisfaction is not achieved or the person does not feel comfortable bringing the concern to the person at first level, proceed to Step Two.

### **Step Two**

Notify Assistant Head Learner of concern. To further clarify the concern, he/she may request that your concern be provided in written form. A verbal response will be provided within five working days. If a response has not been received or if the response is not satisfactory, proceed to Step Three.

### **Step Three**

Notify Head Learner of concern. To further clarify the concern, Head Learner may request that the concern be provided in written form, if that has not already been requested by the Assistant or Dean. All invested members may be asked to attend a meeting to resolve the concern in a reasonable timely manner (within five working days). The Head Learner may request a mediator if the concern requires some objective assistance. If satisfaction is not achieved within 10 working days, proceed to Step Four.

### **Step Four**

Notify Monte del School Governing Board. A meeting will be scheduled to present issues. A final decision will be made by the Monte del Sol School Board. Depending on the nature of the complaint, the Board will review the matter in either a closed or an open session requested by parent or student 18 and over, may hear testimony, and will act on the matter. The Head Learner and parent shall be advised in writing of the decision of the board.

## PART A - PERFORMANCE REPORT

Sep 02 09 07:59a

p.1



### Certificate Of **OCCUPANCY** CITY OF SANTA FE, NEW MEXICO

This certifies that the appropriate departments of the City of Santa Fe have inspected this building and found it in compliance as a Group E Division 1 Occupancy for the portion of the building herein described: Charter School

Building Permit #: 02-222 Building Address: 4157 Walking Rain Rd.  
Name and Address of Owner: Southwest Dist. for Teacher Development  
Date: 9-18-03 Building Official: Michael Woody

THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS LOCATION

SI028.P65-11/98

# INSPECTION AND TESTING FORM

DATE: 3/13/19

TIME: 11:00 AM

## SERVICE ORGANIZATION

Name: 4Alarm Service

Address: 1213 Marigold Ne Albuquerque, NM 87122

Representative: Don Phillips

License No.: 93026

Telephone: 505-858-0548

## PROPERTY NAME (USER)

Name: Monte Del Sol Charter School

Address: 4157 Walking Rain Rd Santa Fe, NM

Owner Contact: Christopher De Jesus

Telephone: 505-930-1231

## MONITORING ENTITY

Contact: 4Alarm Service

Telephone: 18009656133

Monitoring Account Ref. No.: 17-4207

## APPROVING AGENCY

Contact: Fire Department Santa Fe City

Telephone: 505 955-3310

## TYPE TRANSMISSION

☐ McCulloh

☐ Multiplex

☒ Digital

☐ Reverse Priority

☐ RF

☐ Other (Specify) \_\_\_\_\_

## SERVICE

☐ Weekly

☐ Monthly

☐ Quarterly

☒ Semiannually

☐ Annually

☐ Other (Specify) \_\_\_\_\_

Control Unit Manufacturer: EVAX

Circuit Styles: Y, B

Number of Circuits: 4

Software Rev.: 6.03

Last Date System Had Any Service Performed: 3/18

Last Date that Any Software or Configuration Was Revised: \_\_\_\_\_

Model No.: EF3

## ALARM-INITIATING DEVICES AND CIRCUIT INFORMATION

Quantity

Circuit Style

15

Y, B

10

Y, B

8

Y, B

6

Y, B

Manual Fire Alarm Boxes

Ion Detectors

Photo Detectors

Duct Detectors

Heat Detectors

Waterflow Switches

Supervisory Switches

Other (Specify): \_\_\_\_\_

### ALARM NOTIFICATION APPLIANCES AND CIRCUIT INFORMATION

Quantity	Circuit Style	
_____	_____	Bells
_____	_____	Horns
_____	_____	Chimes
23	Y, B	Strobes
19	Y, B	Speakers
_____	_____	Other (Specify): _____

No. of alarm notification appliance circuits: 3

Are circuits monitored for integrity? ☒ Yes ☐ No

### SUPERVISORY SIGNAL-INITIATING DEVICES AND CIRCUIT INFORMATION

Quantity	Circuit Style	
_____	_____	Building Temp.
_____	_____	Site Water Temp.
_____	_____	Site Water Level
_____	_____	Fire Pump Power
_____	_____	Fire Pump Running
_____	_____	Fire Pump Auto Position
_____	_____	Fire Pump or Pump Controller Trouble
_____	_____	Fire Pump Running
_____	_____	Generator In Auto Position
_____	_____	Generator or Controller Trouble
_____	_____	Switch Transfer
_____	_____	Generator Engine Running
_____	_____	Other: _____

N/A

### SIGNALING LINE CIRCUITS

Quantity and style (See NFPA 72, Table 3-6) of signaling line circuits connected to system:

Quantity 1 Style(s) Y, B

### SYSTEM POWER SUPPLIES

- a. Primary (Main): Nominal Voltage 120 V AC, Amps 15  
 Overcurrent Protection: Type FUSE, BREAKER, Amps 8, 15  
 Location (of Primary Supply Panelboard): Electrical Rm  
 Disconnecting Means Location: Panel C Breaker 27
- b. Secondary (Standby):  
12 V x 2 Storage Battery: Amp-Hr. Rating 7Ah  
 Calculated capacity to operate system, in hours: 5.94 24 \_\_\_\_\_ 60 \_\_\_\_\_  
 Engine-driven generator dedicated to fire alarm system: \_\_\_\_\_  
 Location of fuel storage: \_\_\_\_\_

### TYPE BATTERY

- ☐ Dry Cell  
☐ Nickel-Cadmium  
☒ Sealed Lead-Acid  
☐ Lead-Acid  
☐ Other (Specify): \_\_\_\_\_

- c. Emergency or standby system used as a backup to primary power supply, instead of using a secondary power supply:

\_\_\_\_\_ Emergency system described in NFPA 70, Article 700  
 \_\_\_\_\_ Legally required standby described in NFPA 70, Article 701  
 \_\_\_\_\_ Optional standby system described in NFPA 70, Article 702, which also meets the performance requirements of Article 700 or 701.

# PRIOR TO ANY TESTING

## NOTIFICATIONS ARE MADE

	Yes	No	Who	Time
Monitoring Entity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4 Alarm	11:05 AM
Building Occupants	<input checked="" type="checkbox"/>	<input type="checkbox"/>	staff	11:08 AM
Building Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	staff	11:20 AM
Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>		
AHI (Notified) of Any Impairments	<input type="checkbox"/>	<input type="checkbox"/>		

## SYSTEM TESTS AND INSPECTIONS

TYPE	Visible	Functional	Comments
Control Unit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Interface Eq.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Lamps/LEDS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Fuses	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Primary Power Supply	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Trouble Signals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Disconnect Switches	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Ground-Fault Monitoring	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

## SECONDARY POWER

TYPE	Visible	Functional	Comments
Battery Condition	<input checked="" type="checkbox"/>		27.25 VDC
Load Voltage		<input checked="" type="checkbox"/>	26.28 VDC
Discharge Test		<input checked="" type="checkbox"/>	25.50 VDC
Charger Test		<input checked="" type="checkbox"/>	27.27 VDC
Specific Gravity		N/A <input type="checkbox"/>	

## TRANSIENT SUPPRESSORS

## REMOTE ANNUNCIATORS

## NOTIFICATION APPLIANCES

Audible	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	14/5 science hall north doesn't work
Visual	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Speakers	<input type="checkbox"/>	<input type="checkbox"/>	
Voice Clarity		<input type="checkbox"/>	

## INITIATING AND SUPERVISORY DEVICE TESTS AND INSPECTIONS

Loc. & S/N	Device Type	Visual Check	Functional Test	Factory Setting	Mens. Setting	Pass	Fail
	SMOKC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input type="checkbox"/>
	HEAT	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input type="checkbox"/>
	PULL (2)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input type="checkbox"/>	<input checked="" type="checkbox"/>
	PULL (13)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input type="checkbox"/>
	DUCT	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
	WATER/FLOW	<input type="checkbox"/>	<input type="checkbox"/>	24.1 seconds	to activate	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EMERGENCY COMMUNICATIONS EQUIPMENT**

	Visual	Functional	Comments
Phone Set	<input type="checkbox"/>	<input type="checkbox"/>	
Phone Jacks	<input type="checkbox"/>	<input type="checkbox"/>	
Off-Hook Indicator	<input type="checkbox"/>	<input type="checkbox"/>	
Amplifier(s)	<input type="checkbox"/>	<input type="checkbox"/>	
Tone Generator(s)	<input type="checkbox"/>	<input type="checkbox"/>	
Call-in Signal	<input type="checkbox"/>	<input type="checkbox"/>	
System Performance	<input type="checkbox"/>	<input type="checkbox"/>	

**INTERFACE EQUIPMENT**

	Visual	Device Operation	Simulated Operation
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SPECIAL HAZARD SYSTEMS**

(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Special Procedures: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUPERVISING STATION MONITORING**

	Yes	No	Time	Comments
Alarm Signal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11:08-2:54	
Alarm Restoration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	" "	
Trouble Signal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	" "	
Supervisory Signal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	" "	
Supervisory Restoration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	" "	

**NOTIFICATIONS THAT TESTING IS COMPLETE**

	Yes	No	Who	Time
Building Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff	2:56 PM
Monitoring Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alarm	2:56 PM
Building Occupants	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff	2:56 PM
Other (Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>		

The following did not operate correctly: Horn/Stroke in Science Hall South doesn't work, Portable 2, 3 Pull Stations don't work, Ansel not connected to Fire Alarm

System restored to normal operation: Date: 3/13/19 Time: 2:54 PM

**THIS TESTING WAS PERFORMED IN ACCORDANCE WITH APPLICABLE NFPA STANDARDS.**

Name of Inspector: Don Phillips Date: 3-13-19 Time: 2:55 PM  
Signature: \_\_\_\_\_  
Name of Owner or Representative: \_\_\_\_\_  
Date: 3/15/19 Time: 5:02  
Signature: \_\_\_\_\_



5200 PASADENA AVE NE  
SUITE A  
ALBUQUERQUE, NM 87113  
PHONE: 505 884 1844  
FAX: 505 884 1863

INVOICE

**WSF216784**

**BILL TO**  
ASSOC CHARTER SCH EDU SRV  
ATTN: ACCOUNTS PAYABLE  
PO BOX 3146  
ALBUQUERQUE, NM 87190-3146

**JOB SITE**  
MONTE DEL SOL CHARTER  
4157 WALKING RAIN RD  
SANTA FE, NM 87507-0825

Customer PO	Astea Reference No.	Our Job Number	Invoice Date	Customer No.	Terms
1650	SV1905030155@@1	IL1818	06-19-19	185668	NET 30

Job Description: MONTE DEL SOL CHARTER

Nature of the Call: 5/3/2019 8:54 AM HECTOR LOPEZ: CONNECT EXISTING KITCHEN HOOD ANSUL SYSTEM TO EXISTING FIRE ALARM SYSTEM. REPLACE 2 DAMAGED PULL STATIONS.

Problem Resolution: 5/5/2019 PEDRO VARGAS LOPEZ: WORK INSTALLATION COMPLETED. WAS ADVISED BY PRINCIPLE TO RETURN A DIFFERENT DAY TO TEST SYSTEM DUE TO NOISE.  
5/5/2019 10:02 AM PEDRO VARGAS LOPEZ: WHEN I ARRIVED ON SITE ROBERT THE HEAD MASTER INSTRUCTED ME THAT THERE WOULD NOT BE ANY WORK PREFORMED DURING SCHOOL HRS BECAUSE IT BEING THE END OF THE SCHOOL YEAR AND FINALS TAKING PLACE. HE ALSO SAID WE COULD NOT PREFORM WORK IN KITCHEN BECAUSE THE HAVE HOME EC CLASSES IN KITCHEN. THIS IS ALL GOING TO HAVE TO BE SCHEDULED AFTER HRS.

Invoiced as per work performed

DESCRIPTION	AMOUNT
SERVICE PER QUOTE	
FLAT RATE CHARGE	1,634.00
Gross Amount this Invoice	1,634.00
NEW MEXICO 5.125%	83.74
SANTA FE 3.3125%	54.14
Net Amount Due this Request	1,771.88

PLEASE REMIT PAYMENT TO:  
PO BOX 412007  
BOSTON, MA 02241-2007

Pay This Amount

\*\* Continued \*\*



5200 PASADENA AVE NE  
SUITE A  
ALBUQUERQUE, NM 87113  
PHONE: 505 884 1844  
FAX: 505 884 1863

INVOICE

**WSF216784**

BILL TO ASSOC CHARTER SCH EDU SRV  
ATTN: ACCOUNTS PAYABLE  
PO BOX 3146  
ALBUQUERQUE, NM 87190-3146

JOB SITE MONTE DEL SOL CHARTER  
4157 WALKING RAIN RD  
SANTA FE, NM 87507-0825

Customer PO 1650	Astea Reference No. SV1905030155@@1	Our Job Number IL1818	Invoice Date 06-19-19	Customer No. 185668	Terms NET 30
---------------------	--	--------------------------	--------------------------	------------------------	-----------------

DESCRIPTION	AMOUNT
TO PAY VIA EFT/ACH OR CREDIT CARD PLEASE CONTACT OUR LOCAL OFFICE ABOVE.	

THANK YOU FOR YOUR BUSINESS!

Pay This Amount  1,771.88

# Occupancy Detail Report

## MONTE DEL SOL CHARTER SCHOOL

Santa Fe Fire Department

BASIC DATA	
<b>Identification</b>	
Number	16866
Name	MONTE DEL SOL CHARTER SCHOOL
Occupancy Type	Commercial
PrePlan on File	No
<b>Location</b>	
Street	4157 Walking Rain RD
City/State/Zip	Santa Fe NM 87507
Station	St. 7
<b>Phone Numbers</b>	
Phone Number	(505)982-5225

ACTIONS - 1	
<b>Action</b>	
Action	Annual >9001
Assigned to	GREIGO, Geronimo
Assignment date	03.05.2019 00:00:00
Fee	0.00
Duration in hours	0.00
Comments	<p>Shall comply with IFC 2009</p> <p>Shall comply with section 605.5 extension cords. shall not be substitute for permanent wiring</p> <p>Shall clear egress pathways</p> <p>Shall provide ceiling tiles where missing or damaged (fire rated foam or caulking)</p> <p>Shall service fire sprinkler system quarterly</p> <p>Shall service fire alarm annually</p> <p>Shall provide 18" clearance from ceilings</p> <p>Shall hang fire extinguisher 3-5 feet from finished floor</p> <p>Shall not store in Section 315.2 electrical, mechanical, or boiler rooms.</p>

**THE FOUNDATION FOR MONTE DEL SOL CHARTER SCHOOL****Balance Sheet**

As of April 30, 2019

Apr 30, 19

**ASSETS**

## Current Assets

## Checking/Savings

1025 · Paypal	107.79
1030 · LANB Regular Checkng/26401	53,049.27
1035 · LANB Savings/26420	84,868.02
1045 · CASA	653.47
1060 · Athletic Bank Account	58,345.95

Total Checking/Savings	197,024.50
------------------------	------------

Total Current Assets	197,024.50
----------------------	------------

## Fixed Assets

1100 · Land	425,000.00
1200 · Buildings & Facilities	1,943,814.72

1600 · Software	0.00
-----------------	------

1900 · Settlement Charges	11,343.98
---------------------------	-----------

Total Fixed Assets	2,380,158.70
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<b>TOTAL ASSETS</b>	<b>2,577,183.20</b>
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**LIABILITIES & EQUITY**

## Liabilities

## Long Term Liabilities

2500 · Restricted Funds	28,702.00
-------------------------	-----------

2600 · LANB Mortgage 04/2017	2,114,561.57
------------------------------	--------------

Total Long Term Liabilities	2,143,263.57
-----------------------------	--------------

Total Liabilities	2,143,263.57
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## Equity

32000 · Retained Earnings	390,784.63
---------------------------	------------

Net Income	43,135.00
------------	-----------

Total Equity	433,919.63
--------------	------------

<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,577,183.20</b>
---------------------------------------	---------------------

LEASE AGREEMENT WITH OPTION TO PURCHASE

Between

THE FOUNDATION FOR MONTE DEL SOL CHARTER SCHOOL  
as Lessor

and

MONTE DEL SOL CHARTER SCHOOL  
as Lessee

Dated as of October 18, 2012

THIS LEASE AGREEMENT WITH OPTION TO PURCHASE (this "Agreement"), is made this 18 day of October, 2012, between The Foundation for Monte Del Sol Charter School ("Lessor"), a New Mexico not-for-profit corporation, and Monte Del Sol Charter School ("Lessee"), a New Mexico public charter school.

### Recitals

A. Lessee is a New Mexico charter school, authorized to enter into "lease purchase arrangements" under the New Mexico Public School Lease Purchase Act, Sections 22-26A-1 to 22-26A-20 NMSA 1978 (the "Lease Purchase Act").

B. Lessee has determined that it is necessary and desirable to lease, and subject to certain contingencies, purchase from Lessor a certain parcel of land and real property improvements (the "School Site") all as described in Exhibit A.

C. Lessor and Lessee previously entered into a Commercial Triple Net Lease With Purchase Option ("Commercial Lease") dated September 1, 2010 for the School Site; this Agreement is intended to replace and supersede that Commercial Lease.

D. At the time of initial occupancy by Lessee, Lessor warranted that the School Site met applicable Statewide Adequacy Standards. Lessee has agreed that, after the exercise of Lessee's option to purchase conveyed herein, Lessee shall provide all necessary improvements on the School Site so that the School Site meets any additional current applicable Statewide Adequacy Standards for public schools.

### Agreement

## ARTICLE I

### DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

"Agreement Payment" means any payment due from Lessee to Lessor under this Agreement.

"Capital Outlay Act" means the Public School Capital Outlay Act, Chapter 22, Article 24 NMSA 1978.

"Charter Schools Act" means the Charter Schools Act, Chapter 22, Article 8B NMSA 1978.

"Commencement Date" has the meaning assigned in Section 4.1.

"Improvements" means the facility improvements the Lessor will make to the School Site to meet the State Adequacy Standards.

"Lease Purchase Act" means the Public School Lease Purchase Act, Chapter 22, Article 26A NMSA 1978.

"Lessee Representative" means the Head Learner or Governing Council President or other designated person delegated the authority by the Governing Council President to act on behalf of Lessee under or with respect to this Agreement, as evidenced by a document conferring such authority executed by the Lessee's governing body and delivered to Lessor or Lessor's Representative.

"Lessor Representative" means the person acting in the capacity of the Chairman of the Board or president of Lessor or other designated person delegated the authority to act on behalf of Lessor under or with respect to this Agreement, as evidenced by a document conferring such authority executed by an officer of Lessor, given to Lessee or a Lessee Representative.

"Net Proceeds" means any insurance proceeds or condemnation award paid with respect to the School Site, remaining after payment therefrom of all expenses incurred in the collection thereof.

"NMPSIA" means New Mexico Public School Insurance Authority

"Outlay Council" means the New Mexico Public School Capital Outlay Council.

"Option to Purchase" means the right of Lessee to purchase the School Site in accordance with the terms of Article VI.

"PSFA" means the New Mexico Public School Facilities Authority.

"School Site" means the a certain parcel of land and real property improvements (the "School Site") all as described in Exhibit A.

"StatewideAdequacy Standards" means the standards set forth by the Public School Capital Outlay Council in 6.27.30.1 NMAC, *et seq.* or any successor provisions, and includes applicable waivers given to charter schools in general or variances granted to the Lessee specifically.

"Term" means the term of this Agreement, including any renewal term.

"Triple Net Lease" means all expenses related to the Premises including but not limited to repairs and maintenance; utilities of gas, electric, water, sewer, garbage, and telecommunications; insurance; property taxes; shall be the sole cost of Tenant (Lessee), and Landord (Lessor) shall only have responsibility for debt service expense related to any mortgage encumbering the Premises.

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A - Plat of School Site and legal description

Exhibit B - Copy of the New Mexico Public Education Department's approval of this Agreement.,

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

(a) Lessee is a duly formed and validly existing public school, formed and existing under the Charter Schools Act.

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

(c) The representatives of Lessee executing this Agreement have been duly authorized to execute and deliver this Agreement under the terms and provisions of a resolution of Lessee's governing body or by other appropriate official action.

(d) The Lessee has complied with all open meeting laws applicable to actions of Lessee with respect to this Agreement and acquisition of the School Site, and all other state and federal laws applicable to this Agreement.

(e) Except as otherwise provided under the terms of this Agreement, Lessee will not transfer, lease, assign, mortgage or encumber this Agreement or the School Site.

(f) Lessee will use and occupy the School Site for the primary purpose of a public school and related activities thereto and for such other public purposes as may be lawfully authorized or permitted by the Lessee.

(g) Lessee will conform and comply with all applicable municipal, state and federal ordinances, laws, rules and regulations in using the School Site, and will not use or suffer to be used the School Site in any manner which contravenes any applicable municipal, state or federal ordinance, law, rule or regulation, or so as to create any nuisance.

(h) Lessee will use its best efforts to purchase the School Site from Lessor with funds obtained from grant assistance from the Outlay Council or from other available revenue or

funding sources at the earliest possible time, but in no event later than thirty (30) years from the date the Agreement is executed.

Section 2.2. Representations, Covenants and Warranties of Lessor.

Lessor represents, covenants and warrants as follows:

(a) Lessor is a not-for-profit corporation duly organized, existing and in good standing under the laws of the State of New Mexico; has full and complete power to enter into this Agreement and to enter into and carry out the transactions contemplated hereby, and to carry out its obligations under this Agreement; and is possessed of full power to own and hold real and personal property, and to lease the same and has duly authorized the execution and delivery of this Agreement.

(b) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated hereby and thereby, conflicts with or will result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party.

ARTICLE III

AUTHORIZATION OF AGREEMENT

Section 3.1. Agreement. Lessor hereby leases the School Site to Lessee, and Lessee hereby leases the School Site from Lessor, upon the terms and conditions set forth in this Agreement.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants with respect to the School Site, to provide Lessee during the Term with quiet use and enjoyment of the School Site, and Lessee shall during the Term peaceably and quietly have and hold and enjoy the School Site, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.3. Lessor Access to School Site. Lessee agrees that during the term of this Agreement following the issuance of the Certificate of Occupancy or the Commencement Date of this Agreement, Lessor shall have the right during Lessee's normal working hours on Lessee's normal working days, upon compliance with any security requirements imposed by Lessee and upon reasonable notice, to enter on and examine and inspect the School Site for the purpose of assuring that the School Site is being properly maintained, preserved and kept in good repair and condition. Lessee further agrees that Lessor shall have such rights of access to the School Site as may be reasonably necessary to cause the proper maintenance of the School Site in the event of failure by Lessee to perform its obligations hereunder, provided that at no time shall Lessor be compelled or required to make any improvements, alterations or additions to the School Site.

Section 3.4. Obligation to Maintain Statewide Adequacy Standards. Lessor acknowledges that the Lessee is a public school, and that as such it is required to locate in facilities that meet Educational Occupancy standards of the applicable building/health/safety

codes, and that meet the PSFA's Statewide Adequacy Standards, unless waived or subject to variance. Lessor warrants that at the time of initial permitting for the School's occupancy, the School Site met applicable State Adequacy Standards. Prior to exercise of the Option to Purchase herein, Lessor agrees to maintain the School Site to any additional applicable State Adequacy Standards during the Term at no additional cost to Lessee. After the exercise of the Option to Purchase by Lessee, Lessee agrees to maintain the School Site during the Term at no cost to Lessor in compliance with the Statewide Adequacy Standards. The parties agree to cooperate with each other in seeking/obtaining variances that are appropriate under the circumstances.

## ARTICLE IV

### TERM OF AGREEMENT

Section 4.1. Term. The Term shall commence upon the receipt by Lessor of the Certificate of Occupancy or, if none is required, on the date first covered by the first Agreement Payment (the "Commencement Date"), and shall continue for thirty (30) years .

Section 4.2. Termination of Term. The Term will terminate upon the occurrence of the first of the following events:

- (a) the purchase of the School Site by the Lessee pursuant to Article VI of this Agreement;
- (b) a default by Lessee and Lessor's election to terminate this Agreement pursuant to Article XI;
- (c) a default by Lessor and Lessee's election to terminate this Agreement pursuant to Article XI;
- (d) if sufficient funds are not available to Lessee to make the Agreement Payment(s);  
or
- (e) Lessee's charter is revoked or not renewed by its authorizer and said revocation/nonrenewal is not reversed on appeal.

Section 4.3. There is no legal obligation for the lesee to continue this Agreement from year to year or to purchase the building or other real property.

## ARTICLE V

### AGREEMENT RENTAL PAYMENTS

Section 5.1. Agreement Payments.

(a) Lessee agrees to pay Lessor and Lessor agrees to accept as full rent payment for the School Site a sum equal to \$21,146.00 (twenty one thousand one hundred and forty six dollars) the ("Base Rent"), payable monthly on the first day of the first month following the Commencement Date and each succeeding month throughout the term of the Agreement. Any partial month will be calculated on a pro rata basis. The Base Rent shall not be adjusted as a result of capital improvements to the building or real property made by Lessee, the Santa Fe Public School District or the state without written approvals as may be required by the Public School Lease Purchase Act. The Base Rent shall be subject to review on an annual basis and may be adjusted based on lease reimbursement payments set by the State, but in no event shall be adjusted to an amount less than the monthly Base Rent and other loan amounts owed by Lessor.

(b) Lessee and Lessor agree that the Base Rent payments, as used in this Section 5.1 hereof, do not include payments for repair, taxes, assessments, insurance premiums, government, public and private utility rates and charges, licenses and fees, maintenance, operating expenses and the like (including but not limited to any related fines, penalties, interest and costs with respect to the foregoing), which are otherwise obligations of Lessee as Facility Costs under the terms of Section 7.1 of this Agreement. Lessee and Lessor agree that this is a triple net lease.

## ARTICLE VI

### CONTINGENT OPTION TO PURCHASE

Section 6.1. Option to purchase. Lessor grants to Lessee the option to purchase the School Site at the time, for the consideration, and upon the terms and conditions set forth in this Article.

Section 6.2. Option date, term. Lessee may purchase the School Site at any time prior to the termination of this Lease, provided that Lessee provides Lessor with thirty (30) days prior notice of Lessee's exercise of this option, after which Lessee's payments of Base Rent shall thereafter be applied to and shall reduce the Option Price set forth in Section 6.5 below until the Option Price is fully paid. If this option is not exercised and the sale and transfer of the property is not completed on or prior to the sixtieth (60th) day following the termination of this Lease, this option shall expire and thereafter be of no further force or effect.

Section 6.3. Exercise of option. Lessee's election to exercise this option must be evidenced by a written notice addressed to Lessor, sent by registered or certified mail to Lessor's office or to any other place designated by Lessor by written notice to Lessee.

Section 6.4. Option Price. The Option Price shall be the greater of \$1.00 or the remaining balance of the agreed upon Purchase Price as defined in Section 6.5.

Section 6.5. Purchase Price on Exercise of Option. If Lessee intends to exercise the option to purchase, the price to be paid by Lessee to Lessor for the School Site shall be as follows:

Sales Price	\$3,939,111.07				
Interest Rate	0.05				
Schedule	30				
Payment	\$21,146.00				
	<b>Beg Bal</b>	<b>Interest</b>	<b>Principal</b>	<b>Pmt</b>	<b>End Balance</b>
1	\$3,939,111.07	\$16,412.96	\$4,733.04	\$21,146.00	\$3,934,378.04
2	\$3,934,378.04	\$16,393.24	\$4,752.76	\$21,146.00	\$3,929,625.28
3	\$3,929,625.28	\$16,373.44	\$4,772.56	\$21,146.00	\$3,924,852.72
4	\$3,924,852.72	\$16,353.55	\$4,792.45	\$21,146.00	\$3,920,060.27
5	\$3,920,060.27	\$16,333.58	\$4,812.42	\$21,146.00	\$3,915,247.85
6	\$3,915,247.85	\$16,313.53	\$4,832.47	\$21,146.00	\$3,910,415.39
7	\$3,910,415.39	\$16,293.40	\$4,852.60	\$21,146.00	\$3,905,562.78
8	\$3,905,562.78	\$16,273.18	\$4,872.82	\$21,146.00	\$3,900,689.96
9	\$3,900,689.96	\$16,252.87	\$4,893.13	\$21,146.00	\$3,895,796.84
10	\$3,895,796.84	\$16,232.49	\$4,913.51	\$21,146.00	\$3,890,883.32
11	\$3,890,883.32	\$16,212.01	\$4,933.99	\$21,146.00	\$3,885,949.34
12	\$3,885,949.34	\$16,191.46	\$4,954.54	\$21,146.00	\$3,880,994.79
13	\$3,880,994.79	\$16,170.81	\$4,975.19	\$21,146.00	\$3,876,019.61
14	\$3,876,019.61	\$16,150.08	\$4,995.92	\$21,146.00	\$3,871,023.69
15	\$3,871,023.69	\$16,129.27	\$5,016.73	\$21,146.00	\$3,866,006.95
16	\$3,866,006.95	\$16,108.36	\$5,037.64	\$21,146.00	\$3,860,969.32
17	\$3,860,969.32	\$16,087.37	\$5,058.63	\$21,146.00	\$3,855,910.69
18	\$3,855,910.69	\$16,066.29	\$5,079.71	\$21,146.00	\$3,850,830.98
19	\$3,850,830.98	\$16,045.13	\$5,100.87	\$21,146.00	\$3,845,730.11
20	\$3,845,730.11	\$16,023.88	\$5,122.12	\$21,146.00	\$3,840,607.99
21	\$3,840,607.99	\$16,002.53	\$5,143.47	\$21,146.00	\$3,835,464.52
22	\$3,835,464.52	\$15,981.10	\$5,164.90	\$21,146.00	\$3,830,299.62
23	\$3,830,299.62	\$15,959.58	\$5,186.42	\$21,146.00	\$3,825,113.20
24	\$3,825,113.20	\$15,937.97	\$5,208.03	\$21,146.00	\$3,819,905.18
25	\$3,819,905.18	\$15,916.27	\$5,229.73	\$21,146.00	\$3,814,675.45
26	\$3,814,675.45	\$15,894.48	\$5,251.52	\$21,146.00	\$3,809,423.93
27	\$3,809,423.93	\$15,872.60	\$5,273.40	\$21,146.00	\$3,804,150.53
28	\$3,804,150.53	\$15,850.63	\$5,295.37	\$21,146.00	\$3,798,855.15
29	\$3,798,855.15	\$15,828.56	\$5,317.44	\$21,146.00	\$3,793,537.72
30	\$3,793,537.72	\$15,806.41	\$5,339.59	\$21,146.00	\$3,788,198.13
31	\$3,788,198.13	\$15,784.16	\$5,361.84	\$21,146.00	\$3,782,836.28
32	\$3,782,836.28	\$15,761.82	\$5,384.18	\$21,146.00	\$3,777,452.10

	Beg Bal	Interest	Principal	Pmt	End Balance
33	\$3,777,452.10	\$15,739.38	\$5,406.62	\$21,146.00	\$3,772,045.49
34	\$3,772,045.49	\$15,716.86	\$5,429.14	\$21,146.00	\$3,766,616.34
35	\$3,766,616.34	\$15,694.23	\$5,451.77	\$21,146.00	\$3,761,164.58
36	\$3,761,164.58	\$15,671.52	\$5,474.48	\$21,146.00	\$3,755,690.10
37	\$3,755,690.10	\$15,648.71	\$5,497.29	\$21,146.00	\$3,750,192.80
38	\$3,750,192.80	\$15,625.80	\$5,520.20	\$21,146.00	\$3,744,672.61
39	\$3,744,672.61	\$15,602.80	\$5,543.20	\$21,146.00	\$3,739,129.41
40	\$3,739,129.41	\$15,579.71	\$5,566.29	\$21,146.00	\$3,733,563.12
41	\$3,733,563.12	\$15,556.51	\$5,589.49	\$21,146.00	\$3,727,973.63
42	\$3,727,973.63	\$15,533.22	\$5,612.78	\$21,146.00	\$3,722,360.85
43	\$3,722,360.85	\$15,509.84	\$5,636.16	\$21,146.00	\$3,716,724.69
44	\$3,716,724.69	\$15,486.35	\$5,659.65	\$21,146.00	\$3,711,065.04
45	\$3,711,065.04	\$15,462.77	\$5,683.23	\$21,146.00	\$3,705,381.81
46	\$3,705,381.81	\$15,439.09	\$5,706.91	\$21,146.00	\$3,699,674.90
47	\$3,699,674.90	\$15,415.31	\$5,730.69	\$21,146.00	\$3,693,944.22
48	\$3,693,944.22	\$15,391.43	\$5,754.57	\$21,146.00	\$3,688,189.65
49	\$3,688,189.65	\$15,367.46	\$5,778.54	\$21,146.00	\$3,682,411.11
50	\$3,682,411.11	\$15,343.38	\$5,802.62	\$21,146.00	\$3,676,608.49
51	\$3,676,608.49	\$15,319.20	\$5,826.80	\$21,146.00	\$3,670,781.69
52	\$3,670,781.69	\$15,294.92	\$5,851.08	\$21,146.00	\$3,664,930.61
53	\$3,664,930.61	\$15,270.54	\$5,875.46	\$21,146.00	\$3,659,055.16
54	\$3,659,055.16	\$15,246.06	\$5,899.94	\$21,146.00	\$3,653,155.22
55	\$3,653,155.22	\$15,221.48	\$5,924.52	\$21,146.00	\$3,647,230.70
56	\$3,647,230.70	\$15,196.79	\$5,949.21	\$21,146.00	\$3,641,281.49
57	\$3,641,281.49	\$15,172.01	\$5,973.99	\$21,146.00	\$3,635,307.50
58	\$3,635,307.50	\$15,147.11	\$5,998.89	\$21,146.00	\$3,629,308.62
59	\$3,629,308.62	\$15,122.12	\$6,023.88	\$21,146.00	\$3,623,284.73
60	\$3,623,284.73	\$15,097.02	\$6,048.98	\$21,146.00	\$3,617,235.75
61	\$3,617,235.75	\$15,071.82	\$6,074.18	\$21,146.00	\$3,611,161.57
62	\$3,611,161.57	\$15,046.51	\$6,099.49	\$21,146.00	\$3,605,062.08
63	\$3,605,062.08	\$15,021.09	\$6,124.91	\$21,146.00	\$3,598,937.17
64	\$3,598,937.17	\$14,995.57	\$6,150.43	\$21,146.00	\$3,592,786.74
65	\$3,592,786.74	\$14,969.94	\$6,176.06	\$21,146.00	\$3,586,610.69
66	\$3,586,610.69	\$14,944.21	\$6,201.79	\$21,146.00	\$3,580,408.90
67	\$3,580,408.90	\$14,918.37	\$6,227.63	\$21,146.00	\$3,574,181.27
68	\$3,574,181.27	\$14,892.42	\$6,253.58	\$21,146.00	\$3,567,927.69
69	\$3,567,927.69	\$14,866.37	\$6,279.63	\$21,146.00	\$3,561,648.05
70	\$3,561,648.05	\$14,840.20	\$6,305.80	\$21,146.00	\$3,555,342.25
71	\$3,555,342.25	\$14,813.93	\$6,332.07	\$21,146.00	\$3,549,010.18
72	\$3,549,010.18	\$14,787.54	\$6,358.46	\$21,146.00	\$3,542,651.72
73	\$3,542,651.72	\$14,761.05	\$6,384.95	\$21,146.00	\$3,536,266.77

	Beg Bal	Interest	Principal	Pmt	End Balance
74	\$3,536,266.77	\$14,734.44	\$6,411.56	\$21,146.00	\$3,529,855.22
75	\$3,529,855.22	\$14,707.73	\$6,438.27	\$21,146.00	\$3,523,416.95
76	\$3,523,416.95	\$14,680.90	\$6,465.10	\$21,146.00	\$3,516,951.85
77	\$3,516,951.85	\$14,653.97	\$6,492.03	\$21,146.00	\$3,510,459.82
78	\$3,510,459.82	\$14,626.92	\$6,519.08	\$21,146.00	\$3,503,940.73
79	\$3,503,940.73	\$14,599.75	\$6,546.25	\$21,146.00	\$3,497,394.49
80	\$3,497,394.49	\$14,572.48	\$6,573.52	\$21,146.00	\$3,490,820.96
81	\$3,490,820.96	\$14,545.09	\$6,600.91	\$21,146.00	\$3,484,220.05
82	\$3,484,220.05	\$14,517.58	\$6,628.42	\$21,146.00	\$3,477,591.63
83	\$3,477,591.63	\$14,489.97	\$6,656.03	\$21,146.00	\$3,470,935.60
84	\$3,470,935.60	\$14,462.23	\$6,683.77	\$21,146.00	\$3,464,251.83
85	\$3,464,251.83	\$14,434.38	\$6,711.62	\$21,146.00	\$3,457,540.21
86	\$3,457,540.21	\$14,406.42	\$6,739.58	\$21,146.00	\$3,450,800.63
87	\$3,450,800.63	\$14,378.34	\$6,767.66	\$21,146.00	\$3,444,032.97
88	\$3,444,032.97	\$14,350.14	\$6,795.86	\$21,146.00	\$3,437,237.10
89	\$3,437,237.10	\$14,321.82	\$6,824.18	\$21,146.00	\$3,430,412.93
90	\$3,430,412.93	\$14,293.39	\$6,852.61	\$21,146.00	\$3,423,560.31
91	\$3,423,560.31	\$14,264.83	\$6,881.17	\$21,146.00	\$3,416,679.15
92	\$3,416,679.15	\$14,236.16	\$6,909.84	\$21,146.00	\$3,409,769.31
93	\$3,409,769.31	\$14,207.37	\$6,938.63	\$21,146.00	\$3,402,830.68
94	\$3,402,830.68	\$14,178.46	\$6,967.54	\$21,146.00	\$3,395,863.14
95	\$3,395,863.14	\$14,149.43	\$6,996.57	\$21,146.00	\$3,388,866.57
96	\$3,388,866.57	\$14,120.28	\$7,025.72	\$21,146.00	\$3,381,840.85
97	\$3,381,840.85	\$14,091.00	\$7,055.00	\$21,146.00	\$3,374,785.85
98	\$3,374,785.85	\$14,061.61	\$7,084.39	\$21,146.00	\$3,367,701.46
99	\$3,367,701.46	\$14,032.09	\$7,113.91	\$21,146.00	\$3,360,587.55
100	\$3,360,587.55	\$14,002.45	\$7,143.55	\$21,146.00	\$3,353,444.00
101	\$3,353,444.00	\$13,972.68	\$7,173.32	\$21,146.00	\$3,346,270.68
102	\$3,346,270.68	\$13,942.79	\$7,203.21	\$21,146.00	\$3,339,067.48
103	\$3,339,067.48	\$13,912.78	\$7,233.22	\$21,146.00	\$3,331,834.26
104	\$3,331,834.26	\$13,882.64	\$7,263.36	\$21,146.00	\$3,324,570.90
105	\$3,324,570.90	\$13,852.38	\$7,293.62	\$21,146.00	\$3,317,277.28
106	\$3,317,277.28	\$13,821.99	\$7,324.01	\$21,146.00	\$3,309,953.27
107	\$3,309,953.27	\$13,791.47	\$7,354.53	\$21,146.00	\$3,302,598.74
108	\$3,302,598.74	\$13,760.83	\$7,385.17	\$21,146.00	\$3,295,213.57
109	\$3,295,213.57	\$13,730.06	\$7,415.94	\$21,146.00	\$3,287,797.62
110	\$3,287,797.62	\$13,699.16	\$7,446.84	\$21,146.00	\$3,280,350.78
111	\$3,280,350.78	\$13,668.13	\$7,477.87	\$21,146.00	\$3,272,872.91
112	\$3,272,872.91	\$13,636.97	\$7,509.03	\$21,146.00	\$3,265,363.88
113	\$3,265,363.88	\$13,605.68	\$7,540.32	\$21,146.00	\$3,257,823.56
114	\$3,257,823.56	\$13,574.26	\$7,571.74	\$21,146.00	\$3,250,251.83

	Beg Bal	Interest	Principal	Pmt	End Balance
115	\$3,250,251.83	\$13,542.72	\$7,603.28	\$21,146.00	\$3,242,648.54
116	\$3,242,648.54	\$13,511.04	\$7,634.96	\$21,146.00	\$3,235,013.58
117	\$3,235,013.58	\$13,479.22	\$7,666.78	\$21,146.00	\$3,227,346.80
118	\$3,227,346.80	\$13,447.28	\$7,698.72	\$21,146.00	\$3,219,648.08
119	\$3,219,648.08	\$13,415.20	\$7,730.80	\$21,146.00	\$3,211,917.28
120	\$3,211,917.28	\$13,382.99	\$7,763.01	\$21,146.00	\$3,204,154.27
121	\$3,204,154.27	\$13,350.64	\$7,795.36	\$21,146.00	\$3,196,358.91
122	\$3,196,358.91	\$13,318.16	\$7,827.84	\$21,146.00	\$3,188,531.08
123	\$3,188,531.08	\$13,285.55	\$7,860.45	\$21,146.00	\$3,180,670.62
124	\$3,180,670.62	\$13,252.79	\$7,893.21	\$21,146.00	\$3,172,777.42
125	\$3,172,777.42	\$13,219.91	\$7,926.09	\$21,146.00	\$3,164,851.32
126	\$3,164,851.32	\$13,186.88	\$7,959.12	\$21,146.00	\$3,156,892.20
127	\$3,156,892.20	\$13,153.72	\$7,992.28	\$21,146.00	\$3,148,899.92
128	\$3,148,899.92	\$13,120.42	\$8,025.58	\$21,146.00	\$3,140,874.34
129	\$3,140,874.34	\$13,086.98	\$8,059.02	\$21,146.00	\$3,132,815.31
130	\$3,132,815.31	\$13,053.40	\$8,092.60	\$21,146.00	\$3,124,722.71
131	\$3,124,722.71	\$13,019.68	\$8,126.32	\$21,146.00	\$3,116,596.39
132	\$3,116,596.39	\$12,985.82	\$8,160.18	\$21,146.00	\$3,108,436.21
133	\$3,108,436.21	\$12,951.82	\$8,194.18	\$21,146.00	\$3,100,242.02
134	\$3,100,242.02	\$12,917.68	\$8,228.32	\$21,146.00	\$3,092,013.70
135	\$3,092,013.70	\$12,883.39	\$8,262.61	\$21,146.00	\$3,083,751.09
136	\$3,083,751.09	\$12,848.96	\$8,297.04	\$21,146.00	\$3,075,454.05
137	\$3,075,454.05	\$12,814.39	\$8,331.61	\$21,146.00	\$3,067,122.44
138	\$3,067,122.44	\$12,779.68	\$8,366.32	\$21,146.00	\$3,058,756.12
139	\$3,058,756.12	\$12,744.82	\$8,401.18	\$21,146.00	\$3,050,354.94
140	\$3,050,354.94	\$12,709.81	\$8,436.19	\$21,146.00	\$3,041,918.75
141	\$3,041,918.75	\$12,674.66	\$8,471.34	\$21,146.00	\$3,033,447.41
142	\$3,033,447.41	\$12,639.36	\$8,506.64	\$21,146.00	\$3,024,940.78
143	\$3,024,940.78	\$12,603.92	\$8,542.08	\$21,146.00	\$3,016,398.70
144	\$3,016,398.70	\$12,568.33	\$8,577.67	\$21,146.00	\$3,007,821.02
145	\$3,007,821.02	\$12,532.59	\$8,613.41	\$21,146.00	\$2,999,207.61
146	\$2,999,207.61	\$12,496.70	\$8,649.30	\$21,146.00	\$2,990,558.31
147	\$2,990,558.31	\$12,460.66	\$8,685.34	\$21,146.00	\$2,981,872.97
148	\$2,981,872.97	\$12,424.47	\$8,721.53	\$21,146.00	\$2,973,151.44
149	\$2,973,151.44	\$12,388.13	\$8,757.87	\$21,146.00	\$2,964,393.57
150	\$2,964,393.57	\$12,351.64	\$8,794.36	\$21,146.00	\$2,955,599.21
151	\$2,955,599.21	\$12,315.00	\$8,831.00	\$21,146.00	\$2,946,768.21
152	\$2,946,768.21	\$12,278.20	\$8,867.80	\$21,146.00	\$2,937,900.41
153	\$2,937,900.41	\$12,241.25	\$8,904.75	\$21,146.00	\$2,928,995.66
154	\$2,928,995.66	\$12,204.15	\$8,941.85	\$21,146.00	\$2,920,053.81
155	\$2,920,053.81	\$12,166.89	\$8,979.11	\$21,146.00	\$2,911,074.70

	Beg Bal	Interest	Principal	Pmt	End Balance
156	\$2,911,074.70	\$12,129.48	\$9,016.52	\$21,146.00	\$2,902,058.18
157	\$2,902,058.18	\$12,091.91	\$9,054.09	\$21,146.00	\$2,893,004.09
158	\$2,893,004.09	\$12,054.18	\$9,091.82	\$21,146.00	\$2,883,912.27
159	\$2,883,912.27	\$12,016.30	\$9,129.70	\$21,146.00	\$2,874,782.57
160	\$2,874,782.57	\$11,978.26	\$9,167.74	\$21,146.00	\$2,865,614.83
161	\$2,865,614.83	\$11,940.06	\$9,205.94	\$21,146.00	\$2,856,408.89
162	\$2,856,408.89	\$11,901.70	\$9,244.30	\$21,146.00	\$2,847,164.60
163	\$2,847,164.60	\$11,863.19	\$9,282.81	\$21,146.00	\$2,837,881.78
164	\$2,837,881.78	\$11,824.51	\$9,321.49	\$21,146.00	\$2,828,560.29
165	\$2,828,560.29	\$11,785.67	\$9,360.33	\$21,146.00	\$2,819,199.96
166	\$2,819,199.96	\$11,746.67	\$9,399.33	\$21,146.00	\$2,809,800.62
167	\$2,809,800.62	\$11,707.50	\$9,438.50	\$21,146.00	\$2,800,362.13
168	\$2,800,362.13	\$11,668.18	\$9,477.82	\$21,146.00	\$2,790,884.30
169	\$2,790,884.30	\$11,628.68	\$9,517.32	\$21,146.00	\$2,781,366.99
170	\$2,781,366.99	\$11,589.03	\$9,556.97	\$21,146.00	\$2,771,810.02
171	\$2,771,810.02	\$11,549.21	\$9,596.79	\$21,146.00	\$2,762,213.22
172	\$2,762,213.22	\$11,509.22	\$9,636.78	\$21,146.00	\$2,752,576.45
173	\$2,752,576.45	\$11,469.07	\$9,676.93	\$21,146.00	\$2,742,899.52
174	\$2,742,899.52	\$11,428.75	\$9,717.25	\$21,146.00	\$2,733,182.26
175	\$2,733,182.26	\$11,388.26	\$9,757.74	\$21,146.00	\$2,723,424.52
176	\$2,723,424.52	\$11,347.60	\$9,798.40	\$21,146.00	\$2,713,626.12
177	\$2,713,626.12	\$11,306.78	\$9,839.22	\$21,146.00	\$2,703,786.90
178	\$2,703,786.90	\$11,265.78	\$9,880.22	\$21,146.00	\$2,693,906.68
179	\$2,693,906.68	\$11,224.61	\$9,921.39	\$21,146.00	\$2,683,985.29
180	\$2,683,985.29	\$11,183.27	\$9,962.73	\$21,146.00	\$2,674,022.56
181	\$2,674,022.56	\$11,141.76	\$10,004.24	\$21,146.00	\$2,664,018.32
182	\$2,664,018.32	\$11,100.08	\$10,045.92	\$21,146.00	\$2,653,972.40
183	\$2,653,972.40	\$11,058.22	\$10,087.78	\$21,146.00	\$2,643,884.62
184	\$2,643,884.62	\$11,016.19	\$10,129.81	\$21,146.00	\$2,633,754.80
185	\$2,633,754.80	\$10,973.98	\$10,172.02	\$21,146.00	\$2,623,582.78
186	\$2,623,582.78	\$10,931.59	\$10,214.41	\$21,146.00	\$2,613,368.38
187	\$2,613,368.38	\$10,889.03	\$10,256.97	\$21,146.00	\$2,603,111.41
188	\$2,603,111.41	\$10,846.30	\$10,299.70	\$21,146.00	\$2,592,811.71
189	\$2,592,811.71	\$10,803.38	\$10,342.62	\$21,146.00	\$2,582,469.09
190	\$2,582,469.09	\$10,760.29	\$10,385.71	\$21,146.00	\$2,572,083.38
191	\$2,572,083.38	\$10,717.01	\$10,428.99	\$21,146.00	\$2,561,654.39
192	\$2,561,654.39	\$10,673.56	\$10,472.44	\$21,146.00	\$2,551,181.95
193	\$2,551,181.95	\$10,629.92	\$10,516.08	\$21,146.00	\$2,540,665.88
194	\$2,540,665.88	\$10,586.11	\$10,559.89	\$21,146.00	\$2,530,105.99
195	\$2,530,105.99	\$10,542.11	\$10,603.89	\$21,146.00	\$2,519,502.09
196	\$2,519,502.09	\$10,497.93	\$10,648.07	\$21,146.00	\$2,508,854.02

	Beg Bal	Interest	Principal	Pmt	End Balance
197	\$2,508,854.02	\$10,453.56	\$10,692.44	\$21,146.00	\$2,498,161.58
198	\$2,498,161.58	\$10,409.01	\$10,736.99	\$21,146.00	\$2,487,424.58
199	\$2,487,424.58	\$10,364.27	\$10,781.73	\$21,146.00	\$2,476,642.85
200	\$2,476,642.85	\$10,319.35	\$10,826.65	\$21,146.00	\$2,465,816.20
201	\$2,465,816.20	\$10,274.23	\$10,871.77	\$21,146.00	\$2,454,944.43
202	\$2,454,944.43	\$10,228.94	\$10,917.06	\$21,146.00	\$2,444,027.37
203	\$2,444,027.37	\$10,183.45	\$10,962.55	\$21,146.00	\$2,433,064.82
204	\$2,433,064.82	\$10,137.77	\$11,008.23	\$21,146.00	\$2,422,056.59
205	\$2,422,056.59	\$10,091.90	\$11,054.10	\$21,146.00	\$2,411,002.49
206	\$2,411,002.49	\$10,045.84	\$11,100.16	\$21,146.00	\$2,399,902.33
207	\$2,399,902.33	\$9,999.59	\$11,146.41	\$21,146.00	\$2,388,755.92
208	\$2,388,755.92	\$9,953.15	\$11,192.85	\$21,146.00	\$2,377,563.07
209	\$2,377,563.07	\$9,906.51	\$11,239.49	\$21,146.00	\$2,366,323.59
210	\$2,366,323.59	\$9,859.68	\$11,286.32	\$21,146.00	\$2,355,037.27
211	\$2,355,037.27	\$9,812.66	\$11,333.34	\$21,146.00	\$2,343,703.92
212	\$2,343,703.92	\$9,765.43	\$11,380.57	\$21,146.00	\$2,332,323.36
213	\$2,332,323.36	\$9,718.01	\$11,427.99	\$21,146.00	\$2,320,895.37
214	\$2,320,895.37	\$9,670.40	\$11,475.60	\$21,146.00	\$2,309,419.77
215	\$2,309,419.77	\$9,622.58	\$11,523.42	\$21,146.00	\$2,297,896.35
216	\$2,297,896.35	\$9,574.57	\$11,571.43	\$21,146.00	\$2,286,324.92
217	\$2,286,324.92	\$9,526.35	\$11,619.65	\$21,146.00	\$2,274,705.27
218	\$2,274,705.27	\$9,477.94	\$11,668.06	\$21,146.00	\$2,263,037.21
219	\$2,263,037.21	\$9,429.32	\$11,716.68	\$21,146.00	\$2,251,320.53
220	\$2,251,320.53	\$9,380.50	\$11,765.50	\$21,146.00	\$2,239,555.04
221	\$2,239,555.04	\$9,331.48	\$11,814.52	\$21,146.00	\$2,227,740.51
222	\$2,227,740.51	\$9,282.25	\$11,863.75	\$21,146.00	\$2,215,876.77
223	\$2,215,876.77	\$9,232.82	\$11,913.18	\$21,146.00	\$2,203,963.59
224	\$2,203,963.59	\$9,183.18	\$11,962.82	\$21,146.00	\$2,192,000.77
225	\$2,192,000.77	\$9,133.34	\$12,012.66	\$21,146.00	\$2,179,988.10
226	\$2,179,988.10	\$9,083.28	\$12,062.72	\$21,146.00	\$2,167,925.39
227	\$2,167,925.39	\$9,033.02	\$12,112.98	\$21,146.00	\$2,155,812.41
228	\$2,155,812.41	\$8,982.55	\$12,163.45	\$21,146.00	\$2,143,648.96
229	\$2,143,648.96	\$8,931.87	\$12,214.13	\$21,146.00	\$2,131,434.83
230	\$2,131,434.83	\$8,880.98	\$12,265.02	\$21,146.00	\$2,119,169.81
231	\$2,119,169.81	\$8,829.87	\$12,316.13	\$21,146.00	\$2,106,853.69
232	\$2,106,853.69	\$8,778.56	\$12,367.44	\$21,146.00	\$2,094,486.24
233	\$2,094,486.24	\$8,727.03	\$12,418.97	\$21,146.00	\$2,082,067.27
234	\$2,082,067.27	\$8,675.28	\$12,470.72	\$21,146.00	\$2,069,596.55
235	\$2,069,596.55	\$8,623.32	\$12,522.68	\$21,146.00	\$2,057,073.87
236	\$2,057,073.87	\$8,571.14	\$12,574.86	\$21,146.00	\$2,044,499.01
237	\$2,044,499.01	\$8,518.75	\$12,627.25	\$21,146.00	\$2,031,871.76

	Beg Bal	Interest	Principal	Pmt	End Balance
238	\$2,031,871.76	\$8,466.13	\$12,679.87	\$21,146.00	\$2,019,191.89
239	\$2,019,191.89	\$8,413.30	\$12,732.70	\$21,146.00	\$2,006,459.19
240	\$2,006,459.19	\$8,360.25	\$12,785.75	\$21,146.00	\$1,993,673.43
241	\$1,993,673.43	\$8,306.97	\$12,839.03	\$21,146.00	\$1,980,834.41
242	\$1,980,834.41	\$8,253.48	\$12,892.52	\$21,146.00	\$1,967,941.88
243	\$1,967,941.88	\$8,199.76	\$12,946.24	\$21,146.00	\$1,954,995.64
244	\$1,954,995.64	\$8,145.82	\$13,000.18	\$21,146.00	\$1,941,995.46
245	\$1,941,995.46	\$8,091.65	\$13,054.35	\$21,146.00	\$1,928,941.10
246	\$1,928,941.10	\$8,037.25	\$13,108.75	\$21,146.00	\$1,915,832.36
247	\$1,915,832.36	\$7,982.63	\$13,163.37	\$21,146.00	\$1,902,668.99
248	\$1,902,668.99	\$7,927.79	\$13,218.21	\$21,146.00	\$1,889,450.78
249	\$1,889,450.78	\$7,872.71	\$13,273.29	\$21,146.00	\$1,876,177.49
250	\$1,876,177.49	\$7,817.41	\$13,328.59	\$21,146.00	\$1,862,848.90
251	\$1,862,848.90	\$7,761.87	\$13,384.13	\$21,146.00	\$1,849,464.77
252	\$1,849,464.77	\$7,706.10	\$13,439.90	\$21,146.00	\$1,836,024.87
253	\$1,836,024.87	\$7,650.10	\$13,495.90	\$21,146.00	\$1,822,528.98
254	\$1,822,528.98	\$7,593.87	\$13,552.13	\$21,146.00	\$1,808,976.85
255	\$1,808,976.85	\$7,537.40	\$13,608.60	\$21,146.00	\$1,795,368.25
256	\$1,795,368.25	\$7,480.70	\$13,665.30	\$21,146.00	\$1,781,702.95
257	\$1,781,702.95	\$7,423.76	\$13,722.24	\$21,146.00	\$1,767,980.71
258	\$1,767,980.71	\$7,366.59	\$13,779.41	\$21,146.00	\$1,754,201.30
259	\$1,754,201.30	\$7,309.17	\$13,836.83	\$21,146.00	\$1,740,364.47
260	\$1,740,364.47	\$7,251.52	\$13,894.48	\$21,146.00	\$1,726,469.99
261	\$1,726,469.99	\$7,193.62	\$13,952.38	\$21,146.00	\$1,712,517.62
262	\$1,712,517.62	\$7,135.49	\$14,010.51	\$21,146.00	\$1,698,507.11
263	\$1,698,507.11	\$7,077.11	\$14,068.89	\$21,146.00	\$1,684,438.22
264	\$1,684,438.22	\$7,018.49	\$14,127.51	\$21,146.00	\$1,670,310.71
265	\$1,670,310.71	\$6,959.63	\$14,186.37	\$21,146.00	\$1,656,124.34
266	\$1,656,124.34	\$6,900.52	\$14,245.48	\$21,146.00	\$1,641,878.86
267	\$1,641,878.86	\$6,841.16	\$14,304.84	\$21,146.00	\$1,627,574.02
268	\$1,627,574.02	\$6,781.56	\$14,364.44	\$21,146.00	\$1,613,209.58
269	\$1,613,209.58	\$6,721.71	\$14,424.29	\$21,146.00	\$1,598,785.28
270	\$1,598,785.28	\$6,661.61	\$14,484.39	\$21,146.00	\$1,584,300.89
271	\$1,584,300.89	\$6,601.25	\$14,544.75	\$21,146.00	\$1,569,756.14
272	\$1,569,756.14	\$6,540.65	\$14,605.35	\$21,146.00	\$1,555,150.79
273	\$1,555,150.79	\$6,479.79	\$14,666.21	\$21,146.00	\$1,540,484.59
274	\$1,540,484.59	\$6,418.69	\$14,727.31	\$21,146.00	\$1,525,757.27
275	\$1,525,757.27	\$6,357.32	\$14,788.68	\$21,146.00	\$1,510,968.60
276	\$1,510,968.60	\$6,295.70	\$14,850.30	\$21,146.00	\$1,496,118.30
277	\$1,496,118.30	\$6,233.83	\$14,912.17	\$21,146.00	\$1,481,206.13
278	\$1,481,206.13	\$6,171.69	\$14,974.31	\$21,146.00	\$1,466,231.82

	Beg Bal	Interest	Principal	Pmt	End Balance
279	\$1,466,231.82	\$6,109.30	\$15,036.70	\$21,146.00	\$1,451,195.12
280	\$1,451,195.12	\$6,046.65	\$15,099.35	\$21,146.00	\$1,436,095.76
281	\$1,436,095.76	\$5,983.73	\$15,162.27	\$21,146.00	\$1,420,933.50
282	\$1,420,933.50	\$5,920.56	\$15,225.44	\$21,146.00	\$1,405,708.05
283	\$1,405,708.05	\$5,857.12	\$15,288.88	\$21,146.00	\$1,390,419.17
284	\$1,390,419.17	\$5,793.41	\$15,352.59	\$21,146.00	\$1,375,066.58
285	\$1,375,066.58	\$5,729.44	\$15,416.56	\$21,146.00	\$1,359,650.03
286	\$1,359,650.03	\$5,665.21	\$15,480.79	\$21,146.00	\$1,344,169.23
287	\$1,344,169.23	\$5,600.71	\$15,545.29	\$21,146.00	\$1,328,623.94
288	\$1,328,623.94	\$5,535.93	\$15,610.07	\$21,146.00	\$1,313,013.87
289	\$1,313,013.87	\$5,470.89	\$15,675.11	\$21,146.00	\$1,297,338.76
290	\$1,297,338.76	\$5,405.58	\$15,740.42	\$21,146.00	\$1,281,598.34
291	\$1,281,598.34	\$5,339.99	\$15,806.01	\$21,146.00	\$1,265,792.33
292	\$1,265,792.33	\$5,274.13	\$15,871.87	\$21,146.00	\$1,249,920.47
293	\$1,249,920.47	\$5,208.00	\$15,938.00	\$21,146.00	\$1,233,982.47
294	\$1,233,982.47	\$5,141.59	\$16,004.41	\$21,146.00	\$1,217,978.07
295	\$1,217,978.07	\$5,074.91	\$16,071.09	\$21,146.00	\$1,201,906.97
296	\$1,201,906.97	\$5,007.95	\$16,138.05	\$21,146.00	\$1,185,768.92
297	\$1,185,768.92	\$4,940.70	\$16,205.30	\$21,146.00	\$1,169,563.62
298	\$1,169,563.62	\$4,873.18	\$16,272.82	\$21,146.00	\$1,153,290.81
299	\$1,153,290.81	\$4,805.38	\$16,340.62	\$21,146.00	\$1,136,950.18
300	\$1,136,950.18	\$4,737.29	\$16,408.71	\$21,146.00	\$1,120,541.48
301	\$1,120,541.48	\$4,668.92	\$16,477.08	\$21,146.00	\$1,104,064.40
302	\$1,104,064.40	\$4,600.27	\$16,545.73	\$21,146.00	\$1,087,518.67
303	\$1,087,518.67	\$4,531.33	\$16,614.67	\$21,146.00	\$1,070,903.99
304	\$1,070,903.99	\$4,462.10	\$16,683.90	\$21,146.00	\$1,054,220.09
305	\$1,054,220.09	\$4,392.58	\$16,753.42	\$21,146.00	\$1,037,466.68
306	\$1,037,466.68	\$4,322.78	\$16,823.22	\$21,146.00	\$1,020,643.46
307	\$1,020,643.46	\$4,252.68	\$16,893.32	\$21,146.00	\$1,003,750.14
308	\$1,003,750.14	\$4,182.29	\$16,963.71	\$21,146.00	\$986,786.43
309	\$986,786.43	\$4,111.61	\$17,034.39	\$21,146.00	\$969,752.04
310	\$969,752.04	\$4,040.63	\$17,105.37	\$21,146.00	\$952,646.67
311	\$952,646.67	\$3,969.36	\$17,176.64	\$21,146.00	\$935,470.03
312	\$935,470.03	\$3,897.79	\$17,248.21	\$21,146.00	\$918,221.83
313	\$918,221.83	\$3,825.92	\$17,320.08	\$21,146.00	\$900,901.75
314	\$900,901.75	\$3,753.76	\$17,392.24	\$21,146.00	\$883,509.51
315	\$883,509.51	\$3,681.29	\$17,464.71	\$21,146.00	\$866,044.80
316	\$866,044.80	\$3,608.52	\$17,537.48	\$21,146.00	\$848,507.32
317	\$848,507.32	\$3,535.45	\$17,610.55	\$21,146.00	\$830,896.76
318	\$830,896.76	\$3,462.07	\$17,683.93	\$21,146.00	\$813,212.83
319	\$813,212.83	\$3,388.39	\$17,757.61	\$21,146.00	\$795,455.22

	Beg Bal	Interest	Principal	Pmt	End Balance
320	\$795,455.22	\$3,314.40	\$17,831.60	\$21,146.00	\$777,623.62
321	\$777,623.62	\$3,240.10	\$17,905.90	\$21,146.00	\$759,717.72
322	\$759,717.72	\$3,165.49	\$17,980.51	\$21,146.00	\$741,737.21
323	\$741,737.21	\$3,090.57	\$18,055.43	\$21,146.00	\$723,681.78
324	\$723,681.78	\$3,015.34	\$18,130.66	\$21,146.00	\$705,551.12
325	\$705,551.12	\$2,939.80	\$18,206.20	\$21,146.00	\$687,344.92
326	\$687,344.92	\$2,863.94	\$18,282.06	\$21,146.00	\$669,062.85
327	\$669,062.85	\$2,787.76	\$18,358.24	\$21,146.00	\$650,704.61
328	\$650,704.61	\$2,711.27	\$18,434.73	\$21,146.00	\$632,269.88
329	\$632,269.88	\$2,634.46	\$18,511.54	\$21,146.00	\$613,758.34
330	\$613,758.34	\$2,557.33	\$18,588.67	\$21,146.00	\$595,169.67
331	\$595,169.67	\$2,479.87	\$18,666.13	\$21,146.00	\$576,503.54
332	\$576,503.54	\$2,402.10	\$18,743.90	\$21,146.00	\$557,759.64
333	\$557,759.64	\$2,324.00	\$18,822.00	\$21,146.00	\$538,937.64
334	\$538,937.64	\$2,245.57	\$18,900.43	\$21,146.00	\$520,037.21
335	\$520,037.21	\$2,166.82	\$18,979.18	\$21,146.00	\$501,058.03
336	\$501,058.03	\$2,087.74	\$19,058.26	\$21,146.00	\$481,999.78
337	\$481,999.78	\$2,008.33	\$19,137.67	\$21,146.00	\$462,862.11
338	\$462,862.11	\$1,928.59	\$19,217.41	\$21,146.00	\$443,644.70
339	\$443,644.70	\$1,848.52	\$19,297.48	\$21,146.00	\$424,347.22
340	\$424,347.22	\$1,768.11	\$19,377.89	\$21,146.00	\$404,969.33
341	\$404,969.33	\$1,687.37	\$19,458.63	\$21,146.00	\$385,510.71
342	\$385,510.71	\$1,606.29	\$19,539.71	\$21,146.00	\$365,971.00
343	\$365,971.00	\$1,524.88	\$19,621.12	\$21,146.00	\$346,349.88
344	\$346,349.88	\$1,443.12	\$19,702.88	\$21,146.00	\$326,647.00
345	\$326,647.00	\$1,361.03	\$19,784.97	\$21,146.00	\$306,862.03
346	\$306,862.03	\$1,278.59	\$19,867.41	\$21,146.00	\$286,994.62
347	\$286,994.62	\$1,195.81	\$19,950.19	\$21,146.00	\$267,044.44
348	\$267,044.44	\$1,112.69	\$20,033.31	\$21,146.00	\$247,011.12
349	\$247,011.12	\$1,029.21	\$20,116.79	\$21,146.00	\$226,894.33
350	\$226,894.33	\$945.39	\$20,200.61	\$21,146.00	\$206,693.73
351	\$206,693.73	\$861.22	\$20,284.78	\$21,146.00	\$186,408.95
352	\$186,408.95	\$776.70	\$20,369.30	\$21,146.00	\$166,039.65
353	\$166,039.65	\$691.83	\$20,454.17	\$21,146.00	\$145,585.49
354	\$145,585.49	\$606.61	\$20,539.39	\$21,146.00	\$125,046.09
355	\$125,046.09	\$521.03	\$20,624.97	\$21,146.00	\$104,421.12
356	\$104,421.12	\$435.09	\$20,710.91	\$21,146.00	\$83,710.21
357	\$83,710.21	\$348.79	\$20,797.21	\$21,146.00	\$62,913.00
358	\$62,913.00	\$262.14	\$20,883.86	\$21,146.00	\$42,029.14
359	\$42,029.14	\$175.12	\$20,970.88	\$21,146.00	\$21,058.26
360	\$21,058.26	\$87.74	\$21,058.26	\$21,146.00	\$0.00

Section 6.6. Expenses, mortgage. The Purchase Price to be paid to Lessor, as provided above, shall be a net amount to Lessor, and all expenses in connection with the transfer of the leased property, including, but not limited to, title insurance, recording fees, documentary stamps, and all other closing costs, shall be paid by Lessee. The Purchase Price, reduced by the amount of Lessor's existing mortgage, if any, shall be paid by Lessee in cash to Lessor concurrently with the conveyance of the School Site by Lessor to Lessee.

Section 6.7. Transfer of title. Except as provided in Section 6.8 below, Lessor shall convey the School Site to Lessee free and clear of any mortgage or other encumbrance. Any such transfer shall be effected by a full covenant and warranty deed containing special covenants of warranty by Lessor.

Section. 6.8. Mortgage and other liens. Lessee's rights under this option are and shall be subject and subordinate to any mortgage (including a consolidated mortgage), promissory note, or deed of trust constituting a lien on the leased property, or any part thereof, whether such mortgage, promissory note, or deed of trust has heretofore been, or may hereafter be, placed upon the leased property to secure an indebtedness to any savings bank, bank, trust company, or other institutional lender, private or public, and to any renewal, modification, consolidation, replacement, or extension of any such mortgage or deed of trust. This subordination shall be self-operative and no further instrument of subordination shall be required. Lessee shall, nevertheless, execute and deliver, from time to time, any instrument and certificate affirming and confirming such subordination that Lessor may reasonably request. Lessor will cause any such mortgage, promissory note, or deed of trust to contain provisions requiring the holder of the indebtedness to mail to Lessee by registered mail, addressed to Lessee at its office as set forth in this lease, a copy of each notice of breach of covenant, default, or foreclosure given by the holder or the trustee under such mortgage or deed of trust to Lessor. Notwithstanding the provisions of Section 6.3, Lessee may, upon receiving notice of breach of covenant, default, or foreclosure under any such mortgage or deed of trust as herein provided, immediately exercise this option to purchase at the option price which would have been payable as provided in Section 6.5.

Section 6.9. Capital Improvements. After Lessee's exercise of the Option to Purchase, if Lessee uses state or school district funds, above those used for lease or rental payments and other expenditures as required by this Agreement, to construct or acquire capital improvements to the facilities or other real property, including but not limited to capital improvements to meet Educational Occupancy standards of the applicable building/health/safety codes and the PSFA's Statewide Adequacy Standards, the cost of the capital improvements shall constitute a lien on the real estate in favor of the Lessee. As part of Lessee's exercise of the option to purchase, Lessee shall release such real estate lien at no cost to Lessor. Upon termination of this Agreement prior to the exercise of the purchase option, the Lessee may foreclose on the real estate lien; or upon sale of the property by Lessor to a third party, may require a fair value payment in exchange for the release of such lien.

Section 6.10. Performance of Agreement. The right to exercise this option to purchase is conditioned upon the faithful performance by Lessee of all its covenants, conditions, and

agreements under this Agreement, and the payment by Lessee of all base rent, additional rent, and other special payments as provided in this Agreement to the date of the completion of the purchase of the property by Lessee.

Section 6.11. Adjustments. Adjustments and proration of taxes, water rents, insurance premiums, and similar items shall be made as of the date of the closing of title, in accordance with the practice approved by the companies.

Section 6.12. Amendments. Amendments to this option to purchase that result in additional financial obligations to the Lessee or its public entity successors and assigns not otherwise set forth in this Agreement, shall be subject to any approvals required by the Lease Purchase Act.

Section 6.13. Priority. This option shall be a covenant running with the land described above, and no conveyance, transfer, easement, or encumbrance of such land shall defeat or adversely affect this option.

Section 6.14. Assignment, binding effect. Lessee may assign this option to purchase, which shall inure to the benefit of Lessee's respective successors and assigns. Specifically, Lessee may assign this option to purchase without cost to the Santa Fe Public School District, the State, or one of its institutions, instrumentalities or other political subdivisions.

Section 6.15. Prepayment penalty. Lessee may exercise the option to purchase at any time without assessment of costs, expenses or penalties, except as otherwise provided in this Agreement.

## ARTICLE VII

### MAINTENANCE; INSURANCE; AND OTHER MATTERS

Section 7.1. Maintenance and Facility Costs. Lessee shall at all times during the Term maintain, preserve and keep the School Site in good repair, working order and condition, and shall from time to time make all repairs, replacements and improvements necessary to keep the School Site in such condition.

Section 7.2. Removal of Improvements. Lessee hereby agrees and covenants with Lessor that any and all alterations, additions, and improvements, except moveable furniture, equipment, and such other items of personal property that are removable from the wall, ceiling and floor surfaces without causing damage to such surfaces, shall become a permanent part of the School Site at the termination of this Agreement. Lessee agrees that if such Improvements are removed at the termination hereof, it will repair or restore the area of such surface, if removal of Lessee's personal property creates an unsightly condition, by capping any electrical outlets and concealing any surface areas where personal property, such as counters or shelving, may have been stabilized by attachment to such surfaces.

Section 7.3. Lessee's Insurance Obligations.

(a) Liability Insurance. Beginning upon the Commencement Date, Lessee shall procure and maintain or cause to be carried and maintained in full force and effect during the term of this Agreement and any extension thereof at Lessee's sole cost and expense and as additional rent above the Base Rent hereunder, such public liability insurance covering bodily injury, disease, illness or death and property damage liability, as is available from and provided by the New Mexico Public Schools Insurance Authority ("NMPSIA") or its successor with limits of coverage not less than \$300,000 for each person for all past and future medical and medically-related expenses arising out of a single occurrence and \$400,000 in the aggregate for all claims other than medical or medically-related expenses arising out of a single occurrence, and \$100,000 for each accident for property damage liability for the benefit of both Lessee and Lessor as protection against all liability claims arising from activities on the School Site, causing Lessor to be named as an additional-named insured on such policy of insurance, and delivering a copy thereof to Lessor upon the commencement of the term of this Agreement. Lessee shall adjust such minimum coverage limits annually or as necessary to conform to the minimum coverage limits required for local public bodies pursuant to NM Tort Claims Act Sections 41-4-19 and 41-4-20 NMSA 1978, and public school code Sections 22-29-1 through 22-29-11 NMSA 1978, as amended.

(b) Property Insurance. Subject to the availability of such coverage from NMPSIA, Lessee shall also carry and maintain or cause to be carried and maintained in full force and effect during the term of this Agreement and any renewal thereof, at Lessee's sole cost and expense, fire and extended coverage insurance upon the School Site, including all buildings, alterations, additions and improvements (collectively the "School Site"), in an amount equal to their replacement values. In the event that the School Site should be destroyed or substantially damaged in whole or in part, and such loss is covered by fire and extended coverage insurance, Lessee shall have the option to either continue this Agreement and use the proceeds to replace or repair the School Site and on Lessor's behalf, or terminate this Agreement and tender to the Lessor all such insurance proceeds attributable to the loss or damage to the School Site.

Section 7.4. Worker's Compensation Insurance. If required by state law as of the Commencement Date, Lessee shall carry worker's compensation insurance covering all of their respective employees on, in, near or about the School Site and upon request, shall furnish certificates to the other party evidencing such coverage.

Section 7.5. Liens. Neither Lessee or Lessor shall directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Improvements, other than the respective rights of Lessor and Lessee as herein provided. Except as otherwise expressly provided in this Article, Lessor and Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, other than existing mortgages or subsequent mortgages as agreed to by the parties in writing, pledge, lien, charge, encumbrance or claim if the same shall arise at any time, during the respective party's control of the School Site and each party shall reimburse the other for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim which arose during the control of the School Site.

## ARTICLE VIII

### CONDEMNATION; USE OF NET PROCEEDS

Section 8.1. Condemnation. In the event that all or any portion of the School Site or Improvements are condemned by any governmental body or agency other than Lessee under power of eminent domain or is sold under threat of condemnation to any public body other than Lessee prior to purchase of the School Site by Lessee, Lessor shall be entitled to all compensation awarded, less an amount equal to the Lessee's principal payments made to date in accordance with Article VI hereof, which portion of the compensation awarded shall be paid to Lessee.

Section 8.2. Condemnation of Other Property Owned by Lessee. Lessee shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for destruction of, damage to or taking of its property not included in the School Site. Lessor agrees that Lessee shall have the option, upon written notice to Lessor, to enter an appearance and defend in any condemnation action as to both the School Site and the Improvements, and upon such election, Lessor shall not be obligated to provide a defense as to the Improvements, but may do so at Lessor's sole expense. In consideration for such option granted in this paragraph, Lessee agrees not to enter into any settlement agreement as to the condemnation award to be paid for the taking or partial taking of the Improvements without Lessor's prior consent, which consent shall not be unreasonably withheld.

## ARTICLE IX

### LESSEE'S EQUIPMENT AND WARRANTIES

Section 9.1. Installation of Lessee's Equipment. Lessee may at any time and from time to time in its sole discretion and at its own expense, install items of movable machinery, standard office partitions, railings, doors, gates, counters, cabinets, lighting fixtures, signs and such other furnishings and equipment as may in Lessee's judgment be necessary for its purposes in or upon the School Site. All such items shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the School Site resulting from the installation, modification or removal of any such items upon termination of this Agreement for any reason other than purchase of the School Site by the Lessee. Nothing in this Agreement shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the School Site.

Section 9.2. Warranties. Upon acceptance and purchase of the School Site by Lessee pursuant to Article VI hereof, Lessor will assign to Lessee, all of its interest, if any in all warranties and guarantees or other contract rights against architects, builders, contractors, subcontractors, suppliers, materialmen or manufacturers for the School Site, express or implied, issued on or applicable to the School Site, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessee's sole remedy for the breach of such warranties and guarantees shall be against the provider of such work, service, equipment or materials made to or on the School Site and not against Lessor, nor shall such matter have any effect whatsoever on the rights of the Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder.

Section 9.3. Statewide Adequacy Standards. Lessor warrants that, as of the Commencement Date, the School Site meets Educational Occupancy standards of the applicable building/health/safety codes, and shall meet the statewide adequacy standards or qualifies for necessary waivers of or variances from those standards as required by the Public School Capital Outlay Council and PSFA.

Section 9.4. Disclaimer of Warranties. Upon acceptance of the School Site by the Lessee, Lessor makes no warranty or representation except as stated in Section 9.3, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by Lessee of the School Site, or any other representation or warranty with respect to the School Site. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any portion of the Improvements provided for in this Agreement.

## ARTICLE X

### ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 10.1. Assignment. Neither party shall assign its interests in this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld or delayed, except that Lessor may assign to an entity controlled by, in control of, or in common control with Lessor. Any consent by a party to any such assignment shall not operate as a consent to any further assignment, and any further assignment shall be subject to the prior written consent of the other party in accordance with the provisions of this Section. Unless otherwise agreed, no assignment permitted hereunder shall relieve a party from liability for the performance of its obligations under this Agreement for the remainder of the then current term.

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

Section 10.2. Restriction on Mortgage or Sale of School Site by Lessee. Prior to closing on purchase of the School Site, Lessee will not mortgage, sell, assign, transfer or convey the School Site or any portion thereof without the written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

Section 10.3. Title. Upon the purchase of the School Site by Lessee pursuant to Article VI of this Agreement, Lessor shall transfer its interest in the School Site to Lessee by standard form special warranty deed free and clear of any encumbrances.

## ARTICLE XI

### EVENTS OF DEFAULT AND REMEDIES

Section 11.1. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "events of default" and "default" shall mean, whenever they are used in this Agreement, with respect to the School Site, any one or more of the following events:

(a) Failure by Lessor or Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, for a period of thirty days after written notice specifying such failure and requesting that it be remedied has been given by the nondefaulting party unless the nondefaulting party shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the nondefaulting party will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(b) The filing by Lessor or Lessee of a voluntary petition in bankruptcy, or failure by Lessor or Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessor or Lessee to carry on its operations at the School Site, or adjudication of Lessor or Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessor or Lessee in any proceedings instituted under the provisions of the federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted.

(c) The final revocation or nonrenewal of Lessee's charter by Lessee's authorizer.

Section 11.2. Remedies on Default. Whenever any event of default referred to in Section 11.1 hereof shall have occurred and be continuing, the nondefaulting party shall have the right, at its option and without any further demand or notice, to give the party in default written notice by hand delivery or by certified or registered mail specifying such event of default. Unless the event of default is remedied by defaulting party within thirty days after its receipt of such notice, or unless within such thirty day period the party in default shall have commenced and shall continue to take action for the purpose of remedying or obviating such event or default other than failure to pay Agreement Payments, and shall thereafter in good faith prosecute such

action to completion, the nondefaulting party may declare the forfeiture of the interest of the party in default in this Agreement by giving written notice thereof by certified or registered mail, and this Agreement shall terminate forthwith; provided that, unless agreed otherwise by the parties, for defaults pursuant to Section 11.1(c) hereof, the effective date for termination of this Agreement shall be the effective date of the nonrenewal or revocation.

Section 11.3. Force Majeure. The provisions of Sections 11.1 and 11.2, hereof, are subject to the following limitations: if by reason of force majeure Lessee or Lessor is unable in whole or in part to carry out its obligations under this Agreement, Lessor or Lessee shall not be deemed in default during the continuance of such inability or during any other delays which are a direct consequence of the force majeure inability, and the time for completion of the Improvements by Lessor shall be extended to cover such delays. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or any civil or military authority other than the Lessee; insurrections; riots; earthquakes; fires; storms; drought; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessor or Lessee and not resulting from its negligence. Lessor and Lessee agree, however, to remedy with all reasonable dispatch the cause or causes preventing them from carrying out their obligation under this Agreement; provided that the settlement of strikes, lockouts and other industrial disturbances shall not be required if in the judgment of the party raising the defense of force majeure, acceding to the demands of the person or persons creating the strike, lock out or industrial disturbance, would be injurious to such party.

Section 11.4. Remedies Cumulative. The above-provided rights and remedies to which either party is entitled hereunder are cumulative, and not exclusive, of all other rights and remedies to which a party may be entitled in the event of breach or threatened breach by a party in default of any of the terms, conditions and provisions contained herein.

Section 11.5. No Additional Waiver Implied by One Waiver. The failure, neglect or omission of a nondefaulting party to terminate this Agreement for any breach or default shall not be deemed a consent by the nondefaulting party of such breach or default and shall not stop, bar or prevent the nondefaulting party from thereafter terminating this Agreement, either for such violation of for prior or subsequent violation of any covenant hereof. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 11.6. Dispute Resolution. The parties shall endeavor to resolve all disputes arising as to this Agreement by mediation before a mutually agreed mediator and the cost of which shall be shared by the parties. In the event mediation is unsuccessful, arbitration in accordance with the terms of this Section shall be used to resolve any and all claims, disputes or disagreements arising under this Agreement, except for all claims by either party which (a) seek anything other than enforcement of rights under this Agreement, or (b) are primarily founded

upon matters of fraud, willful misconduct or any other allegations of tortious action, and seek the award of punitive or exemplary damages, which disputes shall be resolved by suit filed in the First Judicial District Court, Santa Fe County, New Mexico, the decision of which court shall be subject to appeal pursuant to applicable law. The parties hereby agree to conduct themselves in strict, full, complete and timely accordance with the terms of this Section.

(a) Any dispute to be arbitrated pursuant to the provisions of this Section shall be determined by binding arbitration before a single arbitrator (the "Arbitrator") under the auspices of the Commercial Arbitration Rules of the American Arbitration Association ("AAA") or such other standards that the parties may agree to. Such arbitration shall be initiated by either party, within thirty days after either party sends written notice (the "Arbitration Notice") of a demand to arbitrate by registered or certified mail to the other party and to AAA. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. The parties may agree on the selection of an Arbitrator.

(b) The arbitration shall be conducted in the City of Santa Fe, New Mexico. Unless otherwise agreed by the parties, the arbitration must be completed within 180 days. Any party may be represented by counsel or other authorized representative. In rendering a decision, the Arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of New Mexico and the terms and provisions of this Agreement. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the First Judicial District Court, Santa Fe County, New Mexico in accordance with the New Mexico Uniform Arbitration Act. The Arbitrator may award costs, including without limitation, attorneys' fees, and expert and witness costs, to the prevailing party upon a finding that the non-prevailing party acted in bad faith during the arbitration process. A party shall be determined by the Arbitrator to be the prevailing party if its proposal for the resolution of dispute in the discretion of the Arbitrator is the closer to that adopted by the Arbitrator.

## ARTICLE XII

### TITLE

Section 12.1. Title to School Site. During the Term, legal title to the School Site shall be in Lessor, unless otherwise agreed to by the parties in writing. Upon entry into this Agreement, the School Site shall be deemed to be public property, pursuant to the Lease Purchase Act.

## ARTICLE XIII

### HAZARDOUS MATERIALS LAWS

Section 13.1. Compliance with all Hazardous Materials Laws. Prior to the Commencement Date, Lessor, and as of the Commencement Date, Lessee shall at all times keep

and maintain the School Site in compliance with and shall not cause or permit the School Site or any activities conducted thereon to be in violation of any federal, state or local law, ordinance or regulation relating to commercial or industrial hygiene, environmental safety or the environmental conditions on, under or about the School Site, including, but not limited to, air, soil, subsurface and ground water conditions. Neither party shall permit any subtenant or other occupant of the School Site, except in accordance with applicable Hazardous Materials laws as hereinafter defined, to use, generate, manufacture, store, produce, release, discharge, dispose of or otherwise permit the presence of, on, under or about the premises or transport to or from the School Site any explosives (flammable or otherwise), radioactive materials, pollutants, contaminants, hazardous wastes, hazardous air pollutants, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous pollutants" or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials"). Hazardous materials shall include petroleum products. Upon request of either party, the other party will prepare and provide such reasonable reports as will evidence compliance by the party with Hazardous Materials laws, and which will evidence that the School Site and the uses thereon are in compliance with Hazardous Materials Laws. Either party shall immediately advise the other party in writing of its discovery of or receipt of notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable federal, state or local laws, ordinances, regulations, orders or publications relating to any Hazardous Materials affecting the School Site ("Hazardous Materials Laws"); (ii) any use, generation, manufacture, production, release, discharge, storage or disposal of Hazardous Materials, or substantial threat of any of the foregoing, on, under or about the School Site; (iii) all claims made or threatened by any third party against a party or the School Site relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (iii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iv) any occurrence or condition on any property adjoining or in the vicinity of the School Site that could cause the School Site to be subject to any restrictions on the ownership, completion, transferability or use of the premises under any Hazardous Materials Law.

Section 13.2. Lessee's Responsibility. Upon and after issuance of the Certificate of Occupancy and acceptance of the School Site by the Lessee, Lessee shall be solely responsible to pay or otherwise satisfy any claim, written notice or demand, penalty, fine, settlement, loss, damage, cost, expense or liability made against Lessor or Lessee directly or indirectly arising out of or attributable to the violation by Lessee of any Hazardous Materials Laws, orders, written notice or demand of governmental authorities, or the use, generation, manufacture, storage, release, threatened release, discharge, disposal, production, abatement or presence of Hazardous Materials on, under or about the premises including, without limitation: the costs of any required or necessary investigation, repair, cleanup or detoxification of the School Site, and the preparation and implementation of any closure, abatement, containment, remedial or other required plan and shall to the extent allowable by law applicable to public schools, indemnify Lessor and hold Lessor harmless from any such claim, demand, penalty, fine, settlement, loss, damage, cost, expense or liability subject to the limitations and waivers contained in the NM Tort Claims Act and any insurance coverage issued pursuant thereto.

Section 13.3. Remedial Action Required. Without the other party's prior written consent, which shall not be unreasonably withheld, a party shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the School Site, nor enter into any settlement agreement, consent decree, or other compromise in response to any Hazardous Materials claim, which remedial action, settlement, consent or compromise might, in the other party's reasonable judgment, impair the value of party's fee interest in the School Site; provided, however, that prior consent shall not be necessary in the event that: (i)(A) the presence of Hazardous Materials on, under, or about the School Site either poses an immediate threat or is of such a nature that an immediate remedial response is necessary; or (B) any delay in taking such remedial action would result in the imposition of periodic or daily fines; and (C) such action is required by government order; and (ii) it is not possible to obtain the other party's consent before taking such action; provided that in such event notice shall be given as soon as practicable of any action so taken. Each party agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, or (ii) the party establishes to the reasonable satisfaction of the other party that there is no reasonable alternative to such remedial action that would result in less impairment to the value of the party's interest in the School Site.

Section 13.4. Survival of Lessee's Obligations and Liabilities. Lessee's obligations and liabilities hereunder with respect to Hazardous Materials Claims arising from Lessee's actions shall survive the expiration or other termination of this Agreement.

#### ARTICLE XIV

##### LIMITATION OF LIABILITY

Section 14.1. Limitation of Liability. Neither party shall be liable for special or consequential damages arising from a breach of this Agreement.

#### ARTICLE XV

##### ADMINISTRATION PROVISIONS

Section 15.1. Notices. All notices required under this Agreement shall be in writing, signed by the party or agent sending them, and (i) delivered personally, (ii) sent by registered or certified mail, (iii) sent by a recognized overnight express mail carrier, or (iv) sent by facsimile, if a copy is sent by one of methods (i), (ii) or (iii) as soon as practicable thereafter, addressed to Lessor or Lessee, as the case may be, at the following addresses (or such other addresses as either party may give by notice conforming with this Section), and such notices shall be effective on the date of receipt thereof.

Lessor:

Lessee:

The Foundation for Monte Del Sol Charter  
School  
369 Montezuma Ave. #189  
Santa Fe, NM 87501  
Attention: Paul Biderman, Board Chair

Section 15.2. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective administrators, successors and assigns.

Section 15.3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.4. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by a written amendment authorized and executed by both Lessee and Lessor.

Section 15.5. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, if necessary, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

Section 15.6. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, with regard to conflicts of laws rules.

Section 15.8. Lessor and Lessee Representatives. Whenever under the provisions of this Agreement the approval of Lessor or Lessee is required, or Lessor or Lessee is required to take some action at the request of the other, such approval of such request may be given for Lessor by a Lessor Representative and for Lessee by a Lessee Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 15.9. Integration. This Agreement contains all of the agreements of Lessee and Lessor respecting the subject matters hereof, and all prior negotiations are merged herein.

Section 15.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Agreement.

Section 15.11. Business Days. If the day upon which any action required by the Agreement shall fall on a Saturday, Sunday or banking holiday, then such actions shall be deemed timely if made or taken on the next succeeding business day.

Section 15.12. Administrative Approval. Pursuant to Section 22-26A-4 NMSA 1978, the parties to this Lease acknowledge that they have obtained prior written consent from the Public Education Department to executing this Agreement. A copy of said approval is attached to this Agreement is Exhibit "C".

Section 15.13. No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the parties contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of The Foundation for Monte Del Sol Charter School and Monte Del Sol Charter School, and not of any member, director, officer, employee, servant or other agent of either entity in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of either entity or any natural person executing this Agreement or any related document or instrument.

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officers; and Lessee has caused this Agreement to be executed in its name by its duly authorized officers, as of the date first above.

LESSOR:

THE FOUNDATION FOR MONTE DEL SOL CHARTER SCHOOL

By:

Its:

LESSEE:

MONTE DEL SOL CHARTER SCHOOL

By:

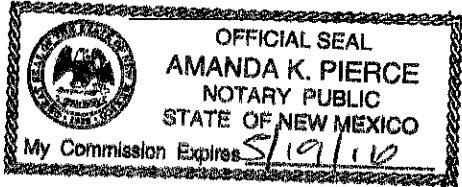
Its:

G.O.V. P.D. PRESIDENT  
Governing Council President

STATE OF \_\_\_\_\_)

COUNTY OF Santa Fe) ss.

This instrument was acknowledged before me on November 7th 2012 by Paul L. Biderman as President of The Foundation for Monte del Sol a

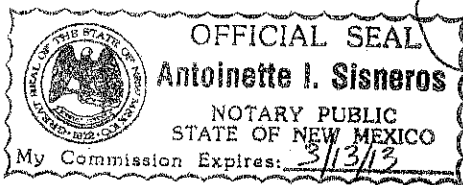


Amanda K. Pierce  
Notary Public

My commission expires: 5/19/14

STATE OF New Mexico)  
COUNTY OF Bernalillo) ss.

This instrument was acknowledged before me on Nov. 9th, 2012 by Brett Frauenglass as President of Gov. Bd., a New Mexico charter school.



Antoinette I. Sisneros  
Notary Public

My commission expires: 3/13/13

[PED approvals]

## EXHIBIT A

### Description of Improvements

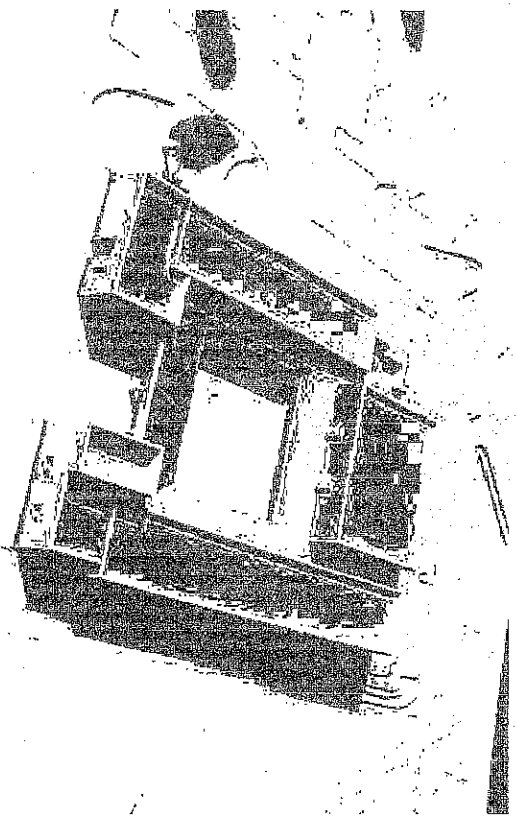
[Attached]

### Legal Description of School Site

Tract Q, Phase 2A, Nava Ade Subdivision, City of Santa Fe, NM, County of Santa Fe, State of New Mexico,

# Monte del Sol Charter School

At the end of Walking Rain Road  
Santa Fe, NM



## Sheet Index

T-1	Title Sheet	A-11	Window Details
C-1	Grading & Drainage Plan	A-12	Wall Sections & Details
C-2	Roadway Plan & Profile	A-13	Wall Sections & Details
C-3	Civil Details	A-14	Toilet Room Elevations
SW-1	SWPP Plan	A-15	Details
SW-2	SWPP Details	SU-1	Site Plumbing Plan
16	Residential Street Details	P-1	Plumbing Floor Plan
L-1	Planting Plan	P-2	Plumbing Floor Plan
L-2	Irrigation Plan	P-3	Plumbing Roof Plan
SO-01	General Structural Notes	P-4	Plumbing Details
SO-01a	General Structural Notes	P-5	Equipment Schedule
SO-02	Typical Details	M-1	Mechanical Floor Plan
SO-03	Typical Details	M-2	Mechanical Floor Plan
S-1	Foundation Plan	M-3	Mechanical Details
S-2	Mezzanine Framing Plan	M-4	Mechanical Schedules
S-2.1	Roof Framing Plan	FP-1	Fire Protection Plans
S-3	Sections	FP-2	Fire Protection Details
S-4	Sections	SE-1	Electrical Site Plan
A-1	Site Plan	E-1	Lighting Floor Plan
A-2	Floor Plan	E-2	Power Floor Plan
A-3	Reflected Ceiling Plan	E-3	Special Systems Plan
A-4	Roof Plan	E-4	Electrical Roof Plan
A-5	Building Elevations	E-5	Lighting Schedule
A-6	Building Sections	E-6	Special Systems
A-7	Detail Sections	E-6	Special Systems
A-8	Detail Sections	E-7	Legend and Special
A-9	Interior Elevations	E-7	System Diagrams
A-10	Schedules	E-8	Power Riser Diagrams

## Regulatory:

1997 NM Building Code including the 1997 UBC and ANSI A117.1 - 1998

Occupancy Group: Group E; Construction Type V N

Table 5B Allowable Floor Area = 9,100 sf  
approved automatic sprinkler throughout x 3  
Total Allowable Floor Area = 27,300 sf  
Actual Building Floor Area = 19,326 sf

## Table 25-A Plumbing Fixture Requirements:

Secondary School = 1WC/40 boys, 1WC/30 girls  
19,326 sf total @ 50 sf/occupant = 387 + 2 = 194  
194 boys @ 40/WC = 5 WC, 5 lavatories  
194 girls @ 40/WC = 7WC, 5 lavatories

Owner: Santa Fe  
Monte del Sol

Owner: Southwest Junior High  
Educational Research Foundation  
The Young Center, Albuquerque  
Charter School  
P.O. Box 4008  
Santa Fe, NM 87504  
505 322-25

Architect: ELLIOTT/ROBERTSON ARCHITECTS  
800 Montecito, Santa Fe, NM 87505  
505 424-2774  
984 2344

Civil Engineer: Walker Engineering, Inc.  
625 E. Central Avenue, Suite 100  
Santa Fe, NM 87501  
505 259-0000

Mechanical & Electrical Engineer: M & E Engineering  
1341 Lanes  
Suite 12  
Santa Fe, NM 87505  
505 759-8

Landscaping Designer: Greenway and Associates  
1700 Taylor Avenue  
Santa Fe, NM 87505  
505 440-05

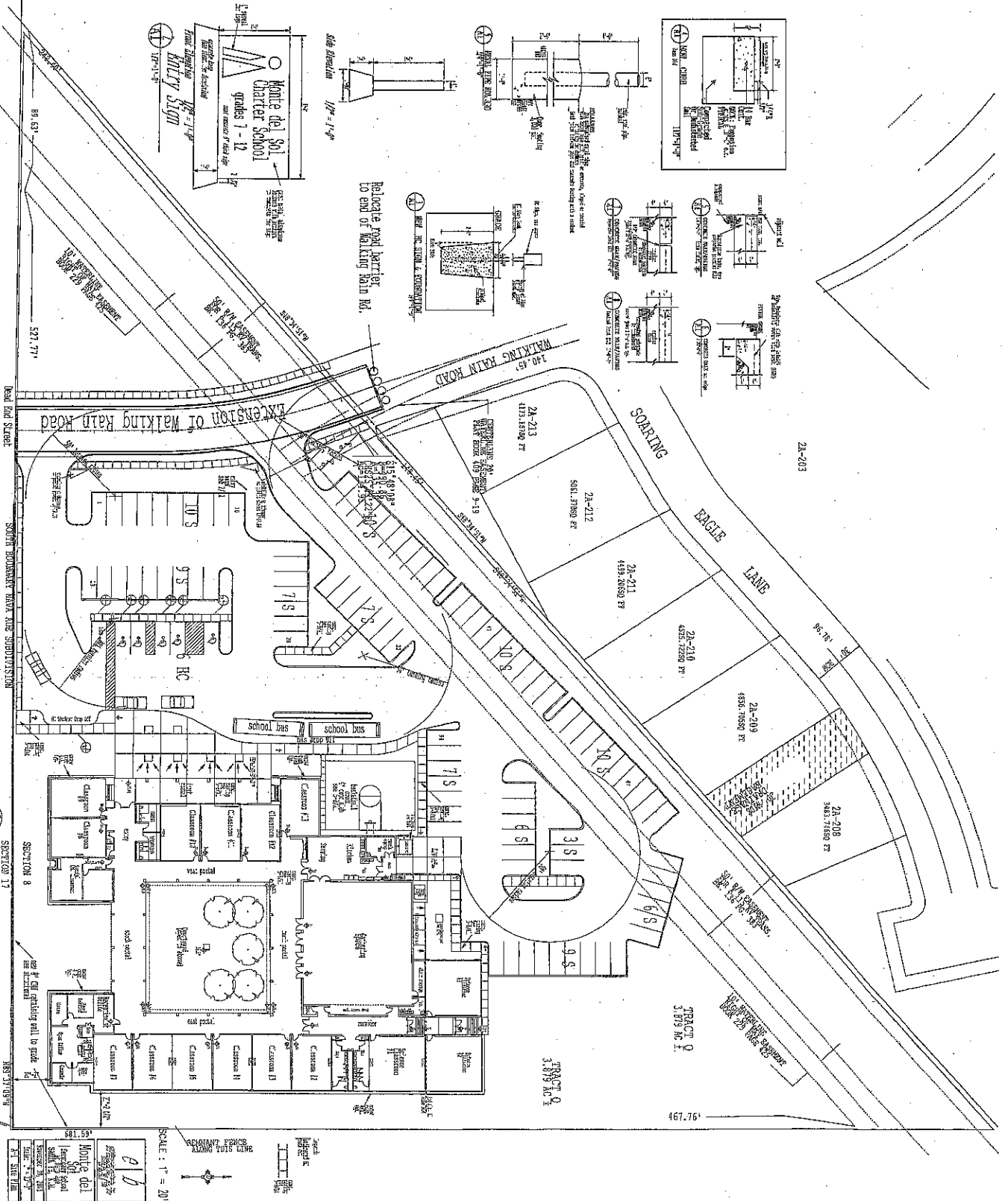
Project: Monte del Sol Charter School  
at Santa Fe, NM  
50010 E. 1st St. N.E.

Job No: 10000

Title: 10000



Office: 10000  
10000  
10000







## Executive Summary Report

District: Santa Fe School: Monte Del Sol Charter School ID: 071014

### High Level Overview

#### General Information

Location: Santa Fe, NM 87502  
School Type: Charter  
School Category: Charter/Alternative  
Ed. Adequacy Model: Charter School Educational Adequacy  
Ed. Adequacy CCI: 88.30%  
School CCI City: ALBUQUERQUE, NM

#### NMCI Statistics

Number of Students: 364  
Growth Factor: 1.00  
Total Gross Square Feet: 29,173  
Site Size (Acres): 5.00  
Number of Buildings: 1  
Number of Portables: 1  
Building Square Feet: 22,117  
Portable Square Feet: 7,056

#### NMCI School Metrics

Replacement Cost: \$3,672,085  
Weighted Repair Cost: \$207,285  
Weighted Educational Adequacy Cost: \$0  
Total Weighted Cost: \$207,285  
Weighted NMCI Score: 5.64  
Unweighted Repair Cost: \$656,352  
Unweighted Educational Adequacy Cost: \$0  
Total Unweighted Cost: \$656,352  
Unweighted NMCI Score: 17.87

#### NMCI Facility History

Last Assessment Date: 09-02-2011  
Closed: No

Previous Award, Yes or No, Year if Yes: Yes, -



## Executive Summary Report

District: **Santa Fe** School: **Monte Del Sol Charter** School ID: **071014**

### Facility Description

#### 2003 Update:

Monte Del Sol Charter School was completed for the 2003/2004 school year and occupation began in August 2003. It currently houses 304, 7th through 12th grade students and a staff of 43 in 24,068 SF of permanent space and 7,168 SF of portable space. It is located in the new Nava Ada housing addition at 4157 Walking Rain Road in Santa Fe, NM. The school construction was funded primarily with private funds with the exception of \$50,000 in Direct Appropriations funds under project number 02-1331.

Site: The site is approximately 3 acres, is not fenced, and has paved parking and an outdoor basketball court. The parking capacity of 93 (6 are handicap spaces) is sufficient. All paved areas are in new condition and do not require improvements. Concrete sidewalks are in good condition. A hazard exists at the stair form the basketball court to sidewalk. Site drainage is generally adequate.

Structural/Exterior Closure: The building rests on continuous concrete foundation walls and footers which are new. The structural system of the main building uses concrete block bearing walls. The built-up roof is new and it is not leaking. Exterior doors are metal, and windows are new double-pane units with metal frames.

Interiors: Partition walls are painted concrete block. Ceilings are metal, high and acoustically sound proofed. Flooring is typically vinyl composition tile. Interior doors are hollow metal, and are fire-rated.

Mechanical/Plumbing: Heating and cooling for the building is supplied by rooftop combination units. The heating and cooling distribution system consists of ductwork and diffusers. Fresh air is supplied by combination units and operable windows. Bathroom ventilation is generally adequate. Plumbing fixtures and piping are new.

Electrical: The complex is fed from a pad-mounted transformer that delivers 120/208 V., 3-phase power via a 600 amp main panel. Lighting is typically fluorescent, and illumination is adequate. Emergency lighting with battery back-up is in corridors, and emergency exit signs are typically illuminated.

Fire Protection/Life Safety Systems/Accessibility: The fire alarm system consists of annunciators throughout. The system is activated by pull stations, and is centrally monitored. Egress corridors have appropriate fire separation, and interior doors on escape corridors are fire-rated. The facility has a security system consisting of motion detectors. The complex is generally handicap compliant. The ramp from the main campus to the portables is not compliant; nor is the ramp that serves as an exit from the science wing.

Alternative Programs: N/A

2011 Update: All is same, no upgrades since constructed, new kitchen equipment installed summer 2008-2009. Fire alarm system not operating correctly.



# Executive Summary Report

District: Santa Fe School: Monte Del Sol Charter School ID: 071014

## Asset Level Summary

Building Name	Cost Model	Repair Cost (Unweighted)	Repair Cost (Weighted)	Year Built	Size Type	Use
Portables (1987) 6	High School Portable	\$305,055	\$76,264	1987	7,056 Building	Educational
Main Building (2003)	Middle School Building	\$311,032	\$120,955	2003	22,117 Building	Educational
Site	Middle School Site	\$40,265	\$10,066	2003	29,173 Building	Site
Building Totals		\$656,352	\$207,285			
Educational Adequacy Need		Charter School Educational Adequacy	\$0	\$0		
School Totals		\$656,352	\$207,285			



Executive Summary Report

District: Santa Fe School: Monte Del Sol Charter School ID: 071014

Asset Detail

Building Name: Portables (1987) 6 Cost Model: High School Portable Size: 7,056

Name	Cost SF	Life	Renewal Percent	Last Reno.	Next Reno.	Degrade Adj. Percent	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)	Comments
Portable Building	\$43,23	15	100%	1987	2002	100%	\$305,055	4	.25	\$76,264	
Total:							\$305,055			\$76,264	



# Executive Summary Report

District: Santa Fe School: Monte Del Sol Charter School ID: 071014

## Asset Detail

Building Name:		Main Building (2003)		Cost Model:		Middle School Building		Size: 22,117				
Name	Cost SF	Life	Renewal Percent	Last Reno.	Next Reno.	Degrade Adj. Percent Factor	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)	Comments	
Air/Ventilation Equipment	\$3.27	20	110%	2003	2023	20%	33.25%	\$16,103	9	.25	\$4,026	
Ceiling Finishes	\$5.96	30	110%	2003	2033	9%	33.25%	\$13,042	9	.25	\$3,260	
Communications/Security	\$1.79	15	90%	2003	2018	36%	33.25%	\$12,845	9	.25	\$3,211	
Exterior Walls	\$13.34	100	100%	2003	2103	1%	33.25%	\$2,390	9	.25	\$598	
Exterior Windows and Doors	\$6.41	30	110%	2003	2033	9%	33.25%	\$14,028	9	.25	\$3,507	
Fire Detection/Alarm	\$1.85	15	90%	2003	2018	36%	33.25%	\$13,292	1	3.5	\$46,520	...1 Per site assessment Am. Alarm: Fire alarm system in trouble mode. Possible short circuit. Changed to category 1.
Fire Sprinkler	\$0.87	50	130%	2003	2053	3%	33.25%	\$814	9	.25	\$203	
Floor Finishes	\$4.78	12	110%	2003	2015	56%	33.25%	\$65,428	9	.25	\$16,357	
Foundation/Slab/Structure	\$23.76	100	100%	2003	2103	1%	33.25%	\$4,257	9	.25	\$1,064	
HVAC	\$21.87	30	100%	2003	2033	9%	33.25%	\$43,531	9	.25	\$10,883	
Institutional Equipment	\$2.36	30	100%	2003	2033	9%	33.25%	\$4,706	9	.25	\$1,177	
Interior Doors, Partitions, Stairs, Elevator	\$10.91	50	90%	2003	2053	3%	33.25%	\$7,035	9	.25	\$1,759	
Interior Walls	\$4.72	60	90%	2003	2063	2%	33.25%	\$2,113	9	.25	\$528	
Lighting/Branch Circuits	\$10.50	30	90%	2003	2033	9%	33.25%	\$18,811	9	.25	\$4,703	
Main Power/Emergency	\$1.71	30	90%	2003	2033	9%	33.25%	\$3,056	9	.25	\$764	
Other Electrical Systems	\$0.47	20	90%	2003	2023	20%	33.25%	\$1,900	9	.25	\$475	
Other Equipment	\$3.74	60	110%	2003	2063	2%	33.25%	\$2,050	9	.25	\$512	
Plumbing	\$8.70	30	100%	2003	2033	9%	33.25%	\$17,309	9	.25	\$4,327	
Roof	\$4.51	20	120%	2003	2023	20%	33.25%	\$24,258	9	.25	\$6,065	
Technology	\$0.65	10	90%	2003	2013	81%	33.25%	\$10,485	9	.25	\$2,624	
Wall Finishes	\$2.70	12	100%	2003	2015	56%	33.25%	\$33,569	9	.25	\$8,392	
Total:								\$311,032			\$120,955	



# Executive Summary Report

District: Santa Fe School: Monte Del Sol Charter School ID: 071014

## Asset Detail

Building Name:	Site	Cost Model:	Middle School Site	Size: 29,173							
Name	Cost SF	Life	Renewal Percent	Last Reno.	Next Reno.	Degrade Adj. Percent Factor	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)	Comments
Athletic Fields	\$0.73	30	90%	2003	2033	9%	\$1,707	9	.25	\$427	
Fencing	\$0.25	100	110%	2003	2103	1%	\$64	9	.25	\$16	
Landscaping	\$1.62	30	110%	2003	2033	9%	\$4,674	9	.25	\$1,168	
Parking Lots	\$3.37	20	80%	2003	2023	20%	\$15,950	9	.25	\$3,988	
Playground Equipment	\$0.48	15	100%	2003	2018	36%	\$5,041	9	.25	\$1,260	
Site Lighting	\$2.61	40	100%	2003	2043	5%	\$3,855	9	.25	\$964	
Site Specialties	\$0.21	40	100%	2003	2043	5%	\$310	9	.25	\$78	
Site Utilities	\$1.46	50	120%	2003	2053	3%	\$1,654	9	.25	\$414	
Walkways	\$2.43	30	110%	2003	2033	9%	\$7,010	9	.25	\$1,753	Update 12/19/11 Per site assessment Am.
Total:							\$40,265			\$10,066	Am: Some cracking in a few areas.



Executive Summary Report

District: Santa Fe School: Monte Del Sol Charter School ID: 071014

Educational Adequacy Detail

Population

Growth Factor:	1	Number of Kindergarten Students:	0
Number of Staff:	65	Number of 1-5 Students:	0
Number of Students:	364	Number of 6-8 Students:	129
Number of Special Education Students:	0	Number of 9-12 Students:	235

Square Footage

Permanent GSF:	22,117	General Storage NSF:	201
Portable GSF:	7,056	Maintenance or Janitorial Space NSF:	386
Admin NSF:	1,636	Media Center NSF:	0
Art/Music NSF:	1,410	Parent Work Space NSF:	0
Assembly NSF:	3,242	Physical Ed NSF:	3,242
Career Ed NSF:	0	Science Classroom NSF:	2,883
Computer Lab NSF:	704	Science Storage NSF:	0
Faculty Work Area NSF:	300	Special Education Classroom NSF:	0
Food Service NSF:	4,292	Student Health NSF:	0
General Classroom NSF:	15,656		

Classrooms

Number of Classrooms:	21	Number of Special Education Classrooms:	0
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Parking

Number of Paved Parking Spaces:	104	Number of Bus Drop Offs:	1
Number of Handicap Parking Spaces:	8	Number of Student Drop Offs:	1
Number of Gravel Parking Spaces:	10		

Miscellaneous

Number of Chemical Storage Rooms:	0	Number of Multi-Use Playgrounds:	0
Playground Equipment:	-		



*Executive Summary Report*

District: **Santa Fe** School: **Monte Del Sol Charter School** School ID: **071014**

**EA Deficiencies**

EA Cost Model: Charter School Educational Adequacy

Name	Actual Value	Required Value	Unit Cost	CCI Adj Unit Cost	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)
Missing or Inadequate Multi-use Play Area	0	0	\$11,436	\$10,098.25	\$0	8	.5	\$0
Insufficient Total Parking	114	0	\$1,322	\$1,167.03	\$0	6	1	\$0
Insufficient Student Health Square Footage	0	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Student Drop Off	1	0	\$21,000	\$18,543.00	\$0	6	1	\$0
Insufficient Special Education Square Footage	0	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Science Storage Square Footage	0	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Science Square Footage	2,883	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Physical Education Square Footage	3,242	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Parent Work Space	0	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Media Center Square Footage	0	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Janitorial Square Footage	386	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient General Storage	201	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient General Classroom Square Footage	15,656	9,487	\$80	\$70.64	\$0	7	3	\$0
Insufficient Food Service Square Footage	4,292	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Faculty Workspace	300	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Computer Lab Square Footage	704	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Career Ed Square Footage	0	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Bus Drop Off	1	0	\$20,800	\$18,366.13	\$0	6	1	\$0
Insufficient Administrative Square Footage	1,636	0	\$80	\$70.64	\$0	7	3	\$0
Insufficient Art and Music Square Footage	1,410	0	\$80	\$70.64	\$0	7	3	\$0
Inadequate Number of Handicap Spaces	8	0	\$144	\$126.73	\$0	6	1	\$0
Inadequate Number of Chemical Storage Units	0	0	\$1,464	\$1,292.98	\$0	8	.5	\$0
<b>Total</b>					<b>\$0</b>			<b>\$0</b>

EXHIBIT B  
[NMPED APPROVAL]

# CHARTER LAW OFFICE, P.C.

*Attorneys and Counselors at Law*

SUSAN BARGER FOX  
fox@nmcharterlaw.com

August 8, 2012

Kelly Callahan, Director  
NM Public Education Department  
Parent Options Division  
300 Don Gaspar  
Santa Fe, NM 87501

*Re: Request for approval of Monte Del Sol Charter School Lease Purchase Agreement pursuant to Section 22-26-1, et seq. NMSA 1978*

## ATTORNEY CERTIFICATION

Dear Ms. Callahan:

This firm represents the Monte Del Sol Charter School concerning its proposed Lease Agreement with Option to Purchase between The Foundation For Monte Del Sol Charter School and the charter school ("Lease Agreement").

As required by the *Instructions for PED Approval of a Lease Purchase Arrangement*, I certify that the Lease Agreement is legally sufficient to protect the charter school's interests and meets the legal requirements of the Public School Lease Purchase Act, NMSA 1978 §22-26A-1, *et seq.* (2009).

CHARTER LAW OFFICE, P.C.

By: 

Susan B. Fox



STATE OF NEW MEXICO  
PUBLIC EDUCATION DEPARTMENT  
300 DON GASPAR  
SANTA FE, NEW MEXICO 87501-2786  
Telephone (505) 827-5800  
[www.ped.state.nm.us](http://www.ped.state.nm.us)

HANNA SKANDERA  
SECRETARY-DESIGNATE OF EDUCATION

SUSANA MARTINEZ  
Governor

November 2, 2012

James Ledyard, Head Learner  
Monte Del Sol Charter School  
4157 Walking Rain Road  
Santa Fe, NM 87507

Dear Mr. Ledyard,

Please be advised that pursuant to the Public School Lease Purchase Act [22-26A-1 et. seq. 1978], I hereby grant approval for the Monte Del Sol Charter School to enter into a lease purchase agreement with "The Foundation For Monte Del Sol Charter School" to purchase the school site described in Exhibit "A" of the lease purchase agreement. Approval from the Public Education Department to enter into the lease purchase agreement does not mean that the school district has complied with all provisions of applicable New Mexico law.

In accordance with the provision of Article 9, Section 11 of the Constitution of New Mexico, this financing agreement may be entered into by the charter school for leasing of a building or other real property with an option to purchase for a price that is reduced according to the payments made by the charter school pursuant to the financing agreement is not a debt if:

- A. there is no legal obligation for the school district to continue the lease from year to year to purchase the real property; and
- B. the agreement provides that the lease shall be terminated if sufficient money is not available to meet the current lease payments.

If you have any questions regarding this approval please feel free to contact Mr. Antonio Ortiz of my staff at (505) 827-3863.

Warm regards,

A handwritten signature in dark ink, appearing to read "Hanna Skandera".

Hanna Skandera  
Secretary-Designate of Education

HS/AO

cc: Paul Aguilar, Deputy Secretary of Finance & Operations  
Antonio Ortiz, Director, Student Services & Transportation Division  
Sherrie A. Sanchez, Assistant General Counsel  
Kelly S. Callahan, Director, Parent Options Division  
Vickie Garcia, Business Manager  
Patty Mathews, LLC  
Bob Gorrell, Director, PSFA

**ADDENDUM**  
**to**  
**LEASE AGREEMENT WITH OPTION TO PURCHASE**

THIS ADDENDUM TO THE LEASE AGREEMENT WITH OPTION TO PURCHASE ("Addendum"), made this 25<sup>th</sup> day of ~~October~~ <sup>Nov</sup> 2014, is attached and made a part of that certain Lease Agreement with Option to Purchase ("Agreement") dated October 18, 2012, between The Foundation for Monte Del Sol Charter School, a New Mexico not-for-profit corporation ("Lessor"), and Monte Del Sol Charter School, a New Mexico public charter school ("Lessee").

1. Only those sections of the Agreement identified herein, shall be included and affected as part of this Addendum. All terms used herein shall be as defined in the Agreement unless otherwise set forth below.

2. The parties acknowledge that on or about March of 2013, Lessee constructed a storage and classroom building of approximately 2700 square feet on the School Site as identified in Exhibit "C" attached hereto and referred to thereon as "Storage Annex". The Storage Annex was built and paid for by Lessee using public mil levy tax dollars and, therefore, the Lessor shall not be entitled to an increase in Base Rent or additional rents as a result of the capital improvement made by Lessee. The total cost of construction of the Storage Annex paid for by Lessee was \$ 137,196.90.

3. Section 6.9 of the Agreement provides:

...[I]f Lessee uses state or school district funds, above those used for lease or rental payments and other expenditures as required by this Agreement, to construct or acquire capital improvements to the facilities or other real property, including but limited to capital improvements to the facilities or other real property, ... the cost of the capital improvements shall constitute a lien on the real estate in favor of Lessee.

4. The parties to the Agreement and this Addendum desire to articulate that a lien in the amount of \$ \_\_\_\_\_ in favor of Lessee exists as a result of the Lessee's construction of the Storage Annex. If the Agreement is terminated prior to the final payment and transfer of title to Lessee, at Lessee's option, the Lessee may; a) foreclose on the real estate lien; or b) upon sale of the School Site by Lessor to a third party, may require a fair value payment in exchange for a release of the lien.

5. The parties also desire to express their mutual intent and understanding that the current School Site is only as depicted on Exhibit "A" to the Agreement and Exhibit "C" to this Addendum. Further, that the property immediately adjacent and south of the School Site is owned by the Lessee ("Lessee's Lot") and that all additions, improvements or construction on or to Lessee's Lot are not part or intended to be incorporated into the School Site which is the subject matter of the Agreement. The parties agree that future construction on the Lessee's Lot shall be the responsibility and property of the Lessee without any obligation, right, claim, or title by Lessor.

6. Except as set forth in the Addendum, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between the Addendum and the Agreement, the terms of the Addendum will prevail.

WITNESS WHEREOF, the parties acknowledge their acceptance and agreement to this Addendum effective on the date first set forth above.

**Lessor:**

THE FOUNDATION FOR MONTE DEL SOL CHARTER SCHOOL

By: [Signature]  
Lori Brown  
Its: Foundation for Monte del Sol, president

**Lessee:**

MONTE DEL SOL CHARTER SCHOOL

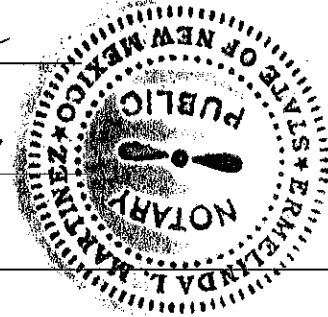
By: [Signature]  
BRETT R. FRAUENGLASS  
Its: GOV. COUNCIL PRESIDENT,  
Governing Council President

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

This ADDENDUM was acknowledged before me on 9<sup>th</sup> of Dec., 2014 by Lori Brown as President of The Foundation for Monte Del Sol Charter School, a New Mexico not-for-profit corporation.

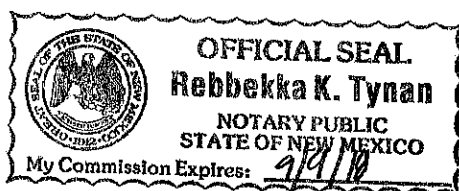
[Signature]  
Notary Public

My commission expires: 02.18.18



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

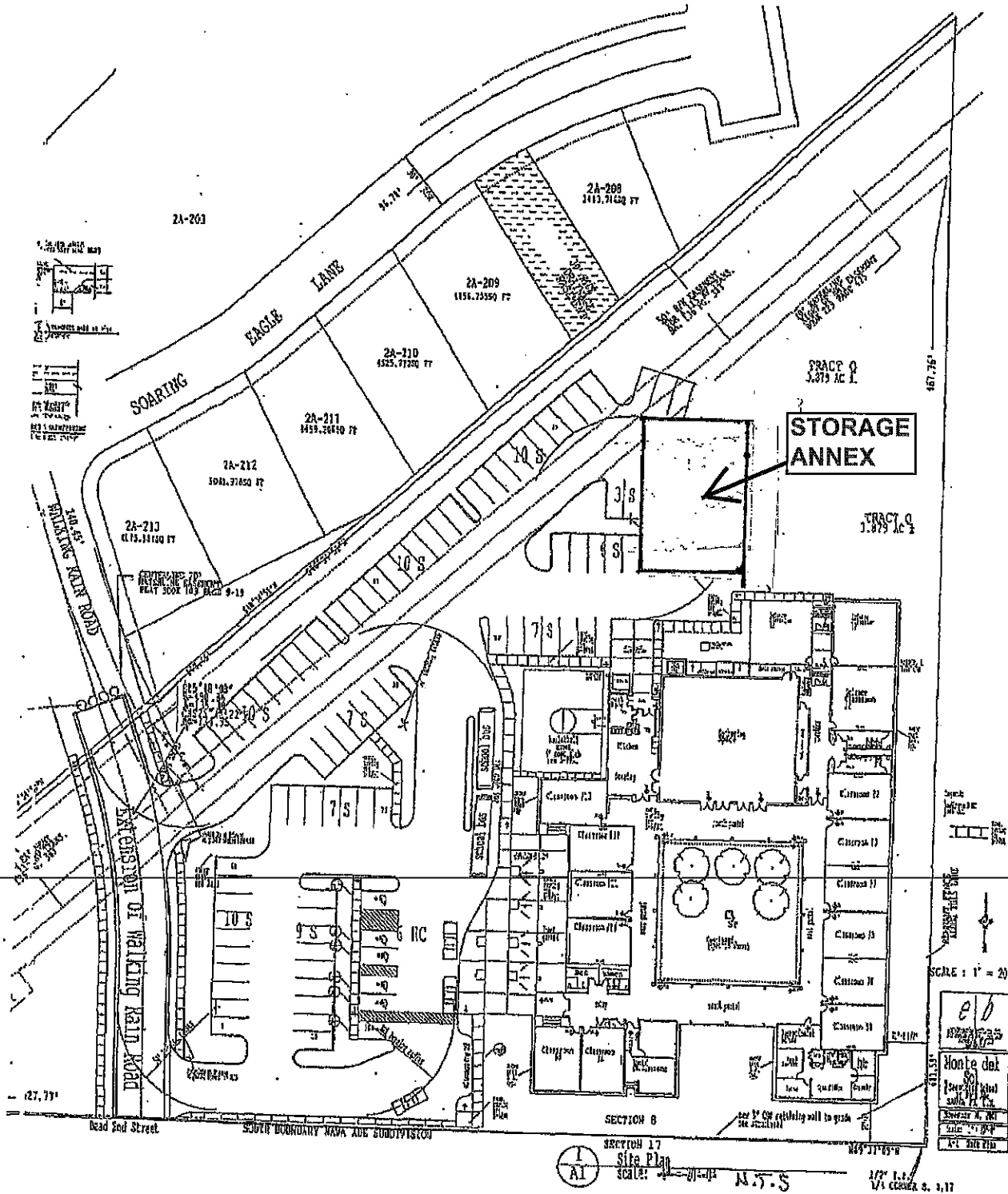
This ADDENDUM was acknowledged before me on 25<sup>TH</sup> OF NOVEMBER, 2014 by BRETT R. FRAUENGLASS as President of Monte Del Sol Charter School's Governing Council, the authorized representative of Monte Del Sol Charter School, a New Mexico charter school.



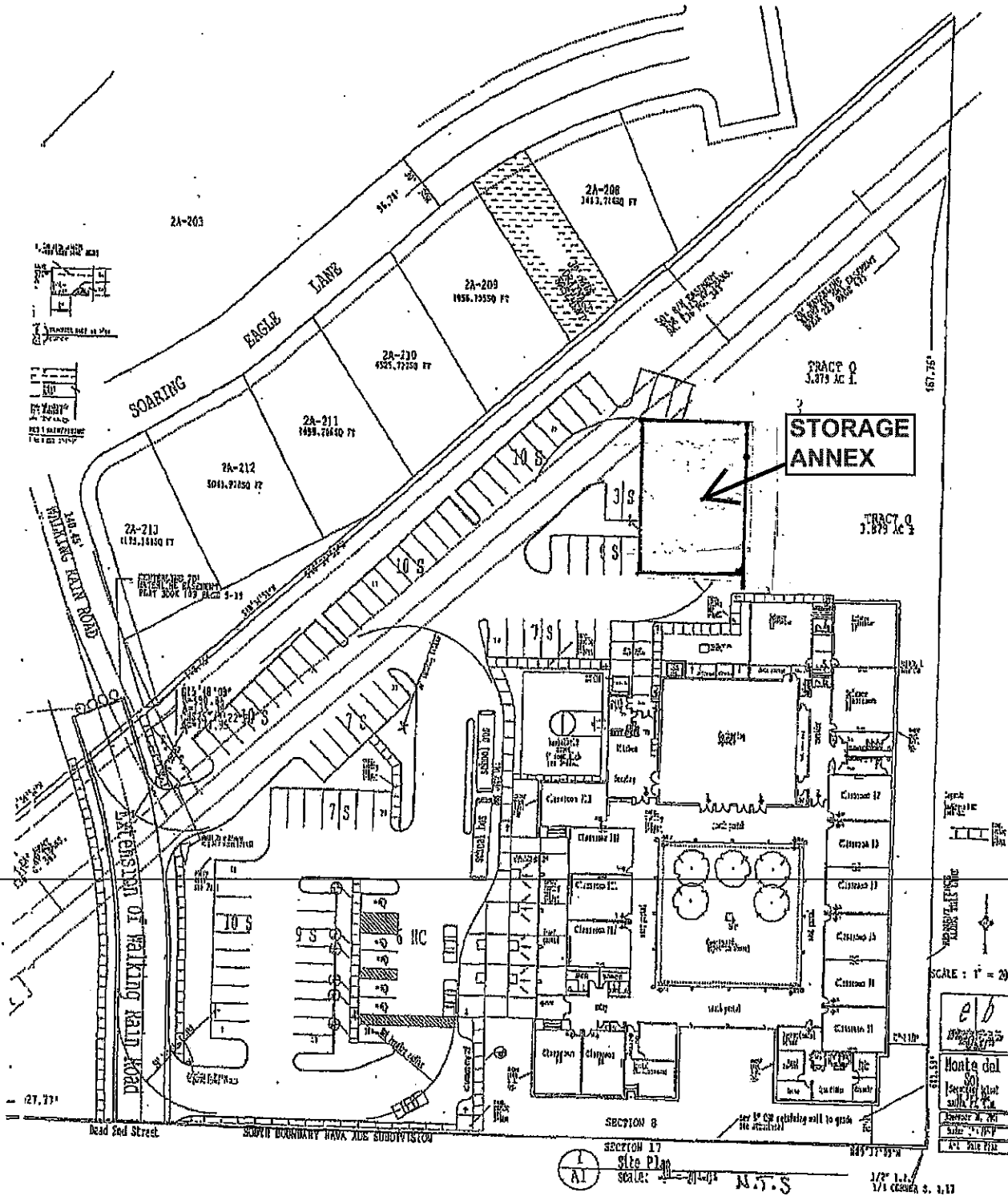
[Signature]  
Notary Public

My commission expires: 9/9/2016

# EXHIBIT "C"



# EXHIBIT "C"



## **MDS 2020 Budget Process.**

### **Budget Committee:**

Steve Alarid

Joe Butler

Zoe Nelsen

Jennifer Saiz

Will Rushing

Robert Jessen

Maria Fidalgo

### **Budget Process:**

- Getting propose expenditures for the different areas (IT, Security, Tutoring, Testing, Athletics, PD.)
- Getting FTE proposal
- Estimating facilities expenses
- Estimating all other expenses
- Salary Schedules
- Stipends
- Review encumbrances
- Calculating projected revenue (910B-5)
- Cash Projections
- School Calendar

### **Proposed Public Meetings:**

4/16/19	3:45 or 4:00 pm	Budget Introduction, legislature summary, unit value, projected enrollment, Input.
4/23/19	3:45 or 4:00 pm	Projected revenues, projected expenditures by departments
4/30/19	3:45 or 4:00 pm	Budgeted revenues and expenditures

13 FLEET SERVICE CONTRACT (FORM)

THIS AGREEMENT is made and entered into as this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between Monte Del Sol Charter School hereinafter called "BOARD"  
(local board of education)  
and Herrera School Buses North Inc  
(contractor) herein after referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, BOARD has engaged CONTRACTOR to provide the pupil transportation services described herein; and

WHEREAS, CONTRACTOR desires to provide such transportation services;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:  
[12-31-98]

13.1 TERM

The term of this agreement shall commence July 1<sup>st</sup>, 2019 and shall continue through June 30, 2020. This contract may be renewed annually thereafter on the same terms and conditions at the option of the BOARD. [12-31-98]

13.2 SCOPE OF SERVICES

a. CONTRACTOR shall, during the term of the agreement supply the buses listed on Appendix A incorporated herein by reference and shall maintain such number of school buses specified to provide transportation services to the BOARD consistent with the terms of this contract.

b. CONTRACTOR shall, provide for the efficient management of the transportation services as set forth herein. CONTRACTOR shall advise the BOARD of the name(s), address(s), and phone number(s) of individual(s) designated as responsible for the management of services.

c. CONTRACTOR shall provide for the to-and-from transportation of students in grades kindergarten through twelve who attend school within the school district, of three and four year old children who meet the Secretary of Education approved criteria and definition of developmentally disabled, and for the

transportation of students to and from their regular attendance centers and vocational programs approved by the Public Education Department.

d. Transportation services shall be provided for \_\_\_\_\_ school days in accordance with bus routes and schedules agreed to under the terms of this contract. For each day that a bus is not operated, the compensation paid the **CONTRACTOR** shall be decreased by 1/\_\_\_\_th of the total compensation for services provided in paragraph 3.a of this contract.

e. **CONTRACTOR** shall comply with all federal and state laws, regulations, policies and directives of the **BOARD**.  
[12-31-98]

### 13.3 COMPENSATION

a. The **BOARD** shall pay **CONTRACTOR** all sums due and calculated in accordance with the conditions of this contract. The **BOARD** agrees to pay the **CONTRACTOR** \$ 122297.<sup>00</sup> for purchase allowance/rental fees, and \$ 166500.<sup>00</sup> for services herein for a total of \$ 288797.<sup>00</sup> to be paid in consecutive monthly installments as follows: 9 equal installments of \$ 28879.<sup>70</sup> each, and a final installment of \$ 28879.<sup>70</sup>, commencing on the 1<sup>st</sup> day of September, 2019.

b. The compensation payable pursuant to this contract is subject to adjustment by the **BOARD** for route changes, the addition of to-and-from buses approved by the Public Education Department, or changes in the provision of services. Contract amendments required; as a result of such adjustments shall be approved by the **BOARD**.

c. This contract may be further adjusted or payments withheld where audits or investigations by the **BOARD** or Public Education Department verify overpayments, underpayment, or expenditures in violation of state laws or regulations or the terms of this contract.

d. The terms of this contract are contingent upon sufficient legislative appropriations for to-and-from transportation and authorization of the appropriation. [12-31-98]  
[12-31-98]

### 13.4 FUEL

**CONTRACTOR** shall furnish all fuel to be used in its performance of this agreement. [12-31-98]

### **13.5 OPERATION AND MAINTENANCE**

- a. **CONTRACTOR** shall furnish buses of a type and with the equipment required by federal and state law and regulations, including applicable Secretary of Education Regulations.
- b. **CONTRACTOR** shall provide for all operation and maintenance of buses utilized for service under the terms of this agreement.
- c. **CONTRACTOR** shall ensure that buses operating under this contract meet established Secretary of Education safety inspection requirements.  
[12-31-98]

### **13.6 SALARIES**

**CONTRACTOR** shall provide for salaries and benefits of all employees providing service under the terms of this agreement. [12-31-98]

### **13.7 ROUTES AND SCHEDULES**

- a. **CONTRACTOR** shall operate the bus(es) according to the routes approved by the **BOARD**. The **BOARD** on the basis of safety, efficiency and economy shall approve such routes.
- b. On the 40th day of the school year, **CONTRACTOR** shall furnish **BOARD** a complete route map and roster of eligible students who are transported. Additional reports shall be submitted as follows:
- c. The **BOARD** reserves the right to modify the routes consistent with the terms of this contract, should circumstances require such modifications. The superintendent or designee may modify stops and time schedules as required. The **CONTRACTOR** shall be notified in writing by the **BOARD**'s superintendent or designee when changes are necessary, and **CONTRACTOR** shall adjust its operations to incorporate such changes.  
[12-31-98]

### **13.8 RECORDS AND REPORTS**

- a. All records required by state law or regulations shall be subject to inspections and audits by the Public Education Department, the Office of the State Auditor, and any auditor designated to conduct such inspections or audits. The Public Education Department and the State Auditor shall have the right to audit both

before and after payment, and payment under this contract shall not foreclose the right of the **BOARD** to recover excessive or illegal payments.

b. The **CONTRACTOR** shall complete Appendix B, incorporated herein by reference, and shall submit annually a final expenditure report for fuel, operation and maintenance, and salary and benefits on forms provided by the Public Education Department.

c. The **CONTRACTOR** shall make such reports as may be required by the **BOARD** or the Public Education Department. Failure to make required reports on time and with accuracy shall be considered a breach of contract and shall be cause to adjust payments or withhold payments until reporting requirements are met. [12-31-98]

### 13.9 INDEMNIFICATION

**CONTRACTOR** shall hold **BOARD**, its officers and employees harmless and does hereby indemnify the **BOARD**, its officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act, neglect, default or omission of **CONTRACTOR** in the performance of this agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of **BOARD**, its agents or employees. [12-31-98]

### 13.10 INSURANCE

a. The **BOARD** shall provide automobile liability coverage to the **CONTRACTOR**, which includes bodily injury, property damage, and physical damage for all buses under contract to the **BOARD**. The terms, conditions and limits of coverage shall be in accordance with that provided by the New Mexico Public Schools Insurance Authority or any other coverage provided by the local **BOARD** and allowed by statute.

b. The **CONTRACTOR** shall carry Worker's Compensation insurance as statutorily required by the State of New Mexico and shall provide evidence of Insurance to the **BOARD**. [12-31-98]

### 13.11 INCLEMENT WEATHER AND SCHOOL CLOSINGS

In the event of inclement weather or impassability of roads or whenever school is canceled, delayed or is dismissed early, **BOARD** shall notify **CONTRACTOR** not later than 2 hours before service. [12-31-98]

### **13.12 SAFETY**

**CONTRACTOR** shall be responsible for meeting all safety requirements established by local, state, or federal laws or regulations. A record of training and other safety reporting requirements shall be provided to the **BOARD** upon request. [12-31-98]

### **13.13 OPERATION/PERSONNEL/DRIVER QUALIFICATIONS**

a. **CONTRACTOR** shall employ a sufficient number of drivers and support personnel to carry out the terms of this contract.

b. **CONTRACTOR** shall ensure that employees meet training requirements set forth by federal and state law, Secretary of Education regulations and **BOARD** policies and shall assume the cost of training for drivers and bus assistants.

c. **CONTRACTOR** shall establish rules, which prohibit the driver from smoking on the bus or driving under the influence of drugs or alcohol while operating any bus.

d. **CONTRACTOR** shall comply with federal laws and regulations for drug and alcohol testing and shall provide to the **BOARD** verification of compliance.

e. **CONTRACTOR** shall be responsible for hiring and discharging personnel employed by **CONTRACTOR** to perform its obligations hereunder; provided, however, that the **BOARD** shall have the right to require **CONTRACTOR** to remove from service under this agreement any employee whose performance is, in good faith, deemed by the **BOARD** unsuitable to the provision of transportation services for **BOARD**; and provided further that **BOARD** shall provide the **CONTRACTOR** such notification in writing and provide justification for its determination.

f. **CONTRACTOR** shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of **BOARD**. [12-31-98]

### **13.14 TERMINATION OF CONTRACT BY BOARD**

Subject to procedures hereinafter set forth, the **BOARD** may terminate this contract before its expiration date for violation of law, terms of the contract, or regulations and policies of the Secretary of Education or **BOARD**. The procedures for termination of this contract are as follows:

a. The **BOARD** shall serve notice upon the **CONTRACTOR** in person, or by registered or certified mail, specifying the charges against the **CONTRACTOR**

under which the contract is sought to be terminated, with a copy of such notice provided to the State Transportation Director.

b. The notice shall also specify a time and place at which the **BOARD** will hold a hearing on the charges made against the **CONTRACTOR** which hearing shall not be more than ten (10) calendar days after service of the notice upon the **CONTRACTOR**.

c. The **CONTRACTOR** shall have the right to appear and be represented by legal counsel, to be heard, and to call witnesses in his/her own behalf.

d. The **BOARD** shall have the power to suspend the **CONTRACTOR** pending a hearing on the charges.

e. The decision of the **BOARD** shall be final and conclusive, subject only to the approval of the State Transportation Director.

f. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The **DISTRICT** shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the **DISTRICT** an amount equal to the value calculated.

g. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase, with the approval of the **CONTRACTOR**, all said buses at their appraised value.

[12-31-98]

### 13.15 TERMINATION OF CONTRACT BY CONTRACTOR

Subject to procedures hereinafter set forth, the **CONTRACTOR** may cancel this contract before its expiration by the following procedures:

a. The **CONTRACTOR** shall serve a written notice upon the **BOARD** in person or by registered or certified mail, with a copy of such notice provided to the State Transportation Director, specifying the reason for cancellation.

b. The notice shall also specify the date at which such cancellation shall be effective, but not less than sixty (60) calendar days after the service of notice.

c. Cancellation of the contract shall be effective only after the **BOARD** grants written consent and notice provided to the State Transportation Director.

d. This contract shall not be assigned to another individual or corporation.

e. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The DISTRICT shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the DISTRICT an amount equal to the value calculated.

f. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase with the approval of the **CONTRACTOR** all said buses at their appraised value.

IN WITNESS WHEREOF we have set our hands and seals.

Monte del Sol Charter School BOARD OF EDUCATION

BY: [Signature] PRESIDENT

ATTEST: [Signature] SECRETARY

[Signature] CONTRACTOR

[12-31-98]

13.16

## Appendix A (part I)

## FLEET CONTRACT

B U S #	O C W O N D E E R	Y E A R	M O D E L	S E A T I N G	L I F T	VEHICLE IDENTIFICATION	LICENSE PLATE	RENTAL FEE	
8	053	2016	Vis	71	N/A	1BAKGCPA8GF318809	SBK2963	19115	
87	053	2016	Vis	71	N/A	1BAKGCPAXGF318813	SBK2968	19806	
90	053	2016	Vis	71	N/A	1BAKGCPA4GF318807	SBK2967	19806	
93	053	2016	Vis	71	N/A	1BAKGCPA0GF318805	SBK2966	19806	
88	053	2016	Vis	71	W/C	1BAKGCSAXLF 360514	SBK 3407	22913	
4	053	2016	Vis	71	N/A	1BAKGCSAXLF 359086	SBK 3287	20851	

[12-31-98]

6.43.2 NMAC

13.17

# Appendix A (part II)

## FLEET CONTRACT

Bus#	Route Mileage	Route Description (area served)
8	114	MADRID, CERRILLOS, CAPSHAW (MILAGRO), ATALAYA ES, DEVARGAS MS, KEARNY ES
87	98	TESUQUE MARKET, CARLOS GILBERT ES, ASPEN CS, RAMIREZ THOMAS ES
90	92	TURQUOISE TRAIL CS, LOS PINOS, PASEO DEL SOL WEST, AIRPORT RD, SO. SIDE LIBRARY, ORTIZ MS, CAPITAL HS, NINA OTERO
93	134	AMY BIEHL CS, EL DORADO CS, PINON ES
88	134	W/c Stuart, El Dorado, Pinon ES, Amy Biehl
4		Turquoise Trail Route

[12-31-98]

## APPENDIX B

## FLEET CONTRACT PAYMENT SCHEDULE

2019 2020 SCHOOL YEAR

This contract approved by the Mountain Sol Charter School  
 (BOARD)  
 on      /      /      for Sherrard School Buses North  
 (CONTRACTOR) Inc

to operate 6 buses/routes set forth in Appendix A to provide school transportation services includes the following amounts deemed necessary for **CONTRACTOR** to carry out the terms of the contract safely, efficiently, and economically:

## I. BUS PURCHASE/RENTAL FEE:

\$ 122,297.<sup>00</sup>

## II. TRANSPORTATION SERVICES: (Estimated Budget)

## a. Fuel

\$ 24,000.<sup>00</sup>

## b. Operation &amp; Maintenance and All other expenses

\$ 34,500.<sup>00</sup>

## c. Salary and Benefits

\$ 88,000.<sup>00</sup>

## Total Transportation Services

\$ 166,500.<sup>00</sup>

## III. Total Estimated Budget

\$ 288,797.<sup>00</sup>

[12-31-98]

**State of New Mexico**  
**Public School Operating Budget**  
**Budget Summary Report**

Budget Name: Monte Del Sol Charter School 2019-2020				
Fund		Total Revenues	Total Expenditures	Difference
11000	Fund 11000: Operational Total	4,001,395	4,001,395	00
13000	Fund 13000: Pupil Transportation Total	288,797	288,797	00
10000	Fund 10000: General Funds Total	4,290,192	4,290,192	00
21000	Fund 21000: Food Services Total	74,000	74,000	00
22000	Fund 22000: Athletics Total	34,410	34,410	00
24101	Fund 24101: Title I - ESEA Total	73,654	73,654	00
24106	Fund 24106: Entitlement IDEA-B Total	94,609	94,609	00
24113	Fund 24113: Education of Homeless Total	2,620	2,620	00
24154	Fund 24154: Teacher/Principal Training & Recruiting Total	16,170	16,170	00
24171	Fund 24171: Carl D Perkins Special Projects - Current Total	28,730	28,730	00
24189	Fund 24189: Student Supp Academic Achievement Title IV Total	10,000	10,000	00
24000	Fund 24000: Federal Flow-through Grants Total	225,783	225,783	00
25153	Fund 25153: Title XIX MEDICAID 3/21 Years Total	45,508	45,508	00
25000	Fund 25000: Federal Direct Grants Total	45,508	45,508	00
27107	Fund 27107: 27107 GOB Library Total	3,361	3,361	00
27000	Fund 27000: State Flow-through Grants Total	3,361	3,361	00
29102	Fund 29102: Private Dir Grants (Categorical) Total	25,000	25,000	00
29103	Fund 29103: Teen Pregnancy Total	00	00	00
29000	Fund 29000: Combined State/Local Grants Total	25,000	25,000	00
20000	Fund 20000: Special Revenue Funds Total	408,062	408,062	00
31200	Fund 31200: Public School Capital Outlay Total	00	00	00
31600	Fund 31600: Capital Improvements HB-33 Total	672,008	672,008	00
31700	Fund 31700: Capital Improvements SB-9 Total	35,375	35,375	00
31701	Fund 31701: Capital Improvements SB-9 Local Total	244,731	244,731	00
31900	Fund 31900: Ed. Technology Equipment Act Total	240,447	240,447	00
30000	Fund 30000: Capital Project Funds Total	1,192,561	1,192,561	00

**State of New Mexico**  
**Public School Operating Budget**  
**Grant Family Grant Year Expenditure Summary Report**  
**Budget Year: 2019-2020 Grant Family: <ALL>**

Fund Code	Fund Name	Grant Year	Grant Year Allocation	Reimbursements Requested through Current Year	Remaining Balance
<b>Monte Del Sol Charter School</b>					
<b>24101</b>	Title I - ESEA	2017 2019	\$54,100.00	\$54,100.00	\$0.00
<b>24101</b>	Title I - ESEA	2018 2020	\$71,089.00	\$48,737.15	\$22,351.85
<b>24106</b>	Entitlement IDEA-B	2017 2019	\$81,090.00	\$81,090.00	\$0.00
<b>24106</b>	Entitlement IDEA-B	2018 2020	\$80,443.00	\$69,666.13	\$10,776.87
<b>24120</b>	IDEA-B "Risk Pool"	2017 2019	\$735.72	\$0.00	\$735.72
<b>24154</b>	Teacher/Principal Training & Recruiting	2017 2019	\$9,171.55	\$9,171.55	\$0.00
<b>24154</b>	Teacher/Principal Training & Recruiting	2018 2020	\$12,161.19	\$6,321.25	\$5,839.94
<b>24189</b>	Student Supp Academic Achievment Title IV	2018 2020	\$10,000.00	\$4,662.80	\$5,337.20
<b>31700</b>	Capital Improvements SB-9	NO EXP 11-12	\$7,740.00	\$7,740.00	\$0.00
<b>31700</b>	Capital Improvements SB-9	NO EXP 14-15	\$8,301.00	\$6,818.80	\$1,482.20
<b>31700</b>	Capital Improvements SB-9	NO EXP 15-16	\$8,527.00	\$0.00	\$8,527.00
<b>31700</b>	Capital Improvements SB-9	NO EXP 16-17	\$8,424.00	\$0.00	\$8,424.00
<b>31700</b>	Capital Improvements SB-9	NO EXP 17-18	\$8,668.00	\$0.00	\$8,668.00
<b>31700</b>	Capital Improvements SB-9	NO Exp 18-19	\$8,274.00	\$0.00	\$8,274.00
	<b>Total:</b>		<b>\$368,724.46</b>	<b>\$288,307.68</b>	<b>\$80,416.78</b>

FIRST AMENDMENT TO THE  
LEASE AGREEMENT WITH OPTION TO PURCHASE  
BETWEEN THE FOUNDATION FOR MONTE DEL SOL CHARTER SCHOOL  
AND MONTE DEL SOL CHARTER SCHOOL

The Foundation for Monte Del Sol Charter School ("Lessor") and Monte Del Sol Charter School ("Lessee") entered into a Lease Agreement with Option to Purchase, which is dated October 18, 2012 (the "Original LPA") and the parties desire to amend the Original LPA as set forth in this First Amendment to Lease Agreement with Option to Purchase between The Foundation for Monte Del Sol Charter School and Monte Del Sol Charter School ("First Amendment").

WHEREAS, the parties agree that the following changes and amendment to the Original LPA are consistent with the original intent and obligations of the Original LPA and that the only purpose of this amendment is to clarify Articles I, V and VI and subsections thereunder as set forth herein.

WHEREAS, the parties agree that this First Amendment is in the best interest of both parties and for protection of the public property involved.

NOW THEREFORE, the parties agree to the following changes to the Original LPA; deletions indicated by strike through and additions by language in italics:

1. ARTICLE I - DEFINITIONS AND EXHIBITS

Section 1.2 Exhibits shall be amended to add the following:

*Exhibit C – Base Rent Schedule*

2. ARTICLE V – AGREEMENT RENTAL PAYMENTS

Section 5.1 Agreement Payments shall be amended as follows:

(a) Lessee agrees to pay Lessor and Lessor agrees to accept as full rent payment for the School Site a sum equal to *the amounts provided in the Base Rent Schedule attached as Exhibit C* ~~\$21,146.00 (twenty one thousand one hundred and forty six dollars)~~ the ("Base Rent"), payable monthly on the first day of the first month following the Commencement Date and each succeeding month throughout the term of the Agreement. Any partial month will be calculated on a pro rata basis. The Base Rent shall not be adjusted as a result of capital improvements to the building or real property made by Lessee, the Santa Fe Public School District or the State without written approvals as may be required by the Public School Lease Purchase Act. ~~The Base Rent shall be subject to review on an annual basis and may be adjusted based on lease reimbursement payments set by the State, but in no event shall be adjusted to an amount less than the monthly mortgage and other loan amounts owed by Lessor.~~

(b) *A portion of each payment of Base Rent is paid as, and represents payment of, interest as shown on Exhibit C hereto, which sets forth the principal and interest component of each payment made under the Agreement. Upon receipt by the Lessor of each payment of Base Rent, the Lessor shall apply the amount of each Base Rent payment to principal and interest as*

*shown on Exhibit C, thereby reducing the purchase price for each succeeding Option Date as defined in Section 6.2.*

*(c) Lessee and Lessor agree that the Base Rent payments, as used in this Section 5.1 hereof, do not include payments for repair, maintenance, operating expenses and the like which are otherwise obligations of Lessee as Operating Expenses under the terms of Section 7.1 of this Agreement.*

*(d) The Base Rent and other obligations payable by the Lessee under this Agreement shall constitute currently appropriated expenditures of the Lessee and shall not constitute a debt or multiple fiscal year direct or indirect obligation whatsoever of the Lessee or a mandatory charge or requirement against the Lessee in any fiscal year (July 1 to June 30) beyond the fiscal year for which such payments have been approved.*

### 3. ARTICLE VI - CONTINGENT OPTION TO PURCHASE

Section 6.2 Option date, Term shall be amended as follows:

*Lessee may purchase the School Site at any time prior to the termination of this Lease for the Purchase Price as set forth in Section 6.5, provided that Lessee provides Lessor with thirty (30) days prior notice of Lessee's intent to exercise of this option. ~~after which Lessee's payments of Base Rent shall thereafter be applied to and shall reduce the Option Price set forth in Section 6.5 below until the Option Price is fully paid.~~ If this option is not exercised and the sale and transfer of the property is not completed on or prior to the sixtieth (60th) day following the termination of this Lease, this option shall expire and thereafter be of no further force or effect.*

Section 6.5 Purchase Price on Exercise of the Option. The language in this section shall be stricken in its entirety and replaced with the following language:

*Section 6.5 Purchase Price on Exercise of Option: The Purchase Price for the School Site shall be \$3,939,111.07 (Three Million, Nine Hundred Thirty-Nine Thousand, One Hundred and Eleven Dollars and seven cents) of principal upon which interest shall accrue at an annual rate of 5.00% per annum and in accordance with the schedule attached as Exhibit C. Said interest rate does not exceed the maximum permitted by the Public Securities Act, Section 6-14-1 through 6-14-3 NMSA 1978. The price to be paid by Lessee to Lessor for the School Site on an Option Date ("Purchase Price on Exercise of Option") shall be the principal balance of the unpaid Purchase Price as of that Option Date, as set forth in the schedule attached at Exhibit C, plus any accrued and unpaid interest plus expenses described in Section 6.6., below.*

A copy of the Base Rent Schedule, Exhibit C, is attached to this First Amendment. Exhibit C will replace the nine-page amortization schedule inserted after Section 6.5 (pagination in the Original LPA was omitted), which shall be deleted from the body of the Original LPA. All other terms, conditions and provisions of the Original LPA shall remain in full force and effect. In the event of any conflict between this First Amendment and the Original LPA, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, Lessor has caused this First Amendment to be executed in its corporate name by its duly authorized officers; and Lessee has caused this First Amendment to be executed in its name by its duly authorized officers, as of May 3, 2018.

LESSOR:

THE FOUNDATION FOR MONTE DEL SOL CHARTER SCHOOL

By: \_\_\_\_\_  
Its: President

LESSEE:

MONTE DEL SOL CHARTER SCHOOL

By: \_\_\_\_\_  
Its: President of the Monte Del Sol Charter School  
Governing Council

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

This instrument was acknowledged before me on May 10<sup>th</sup>, 2018 by Michael Smith as President of The Foundation for Monte Del Sol Charter School a non-profit corporation.

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

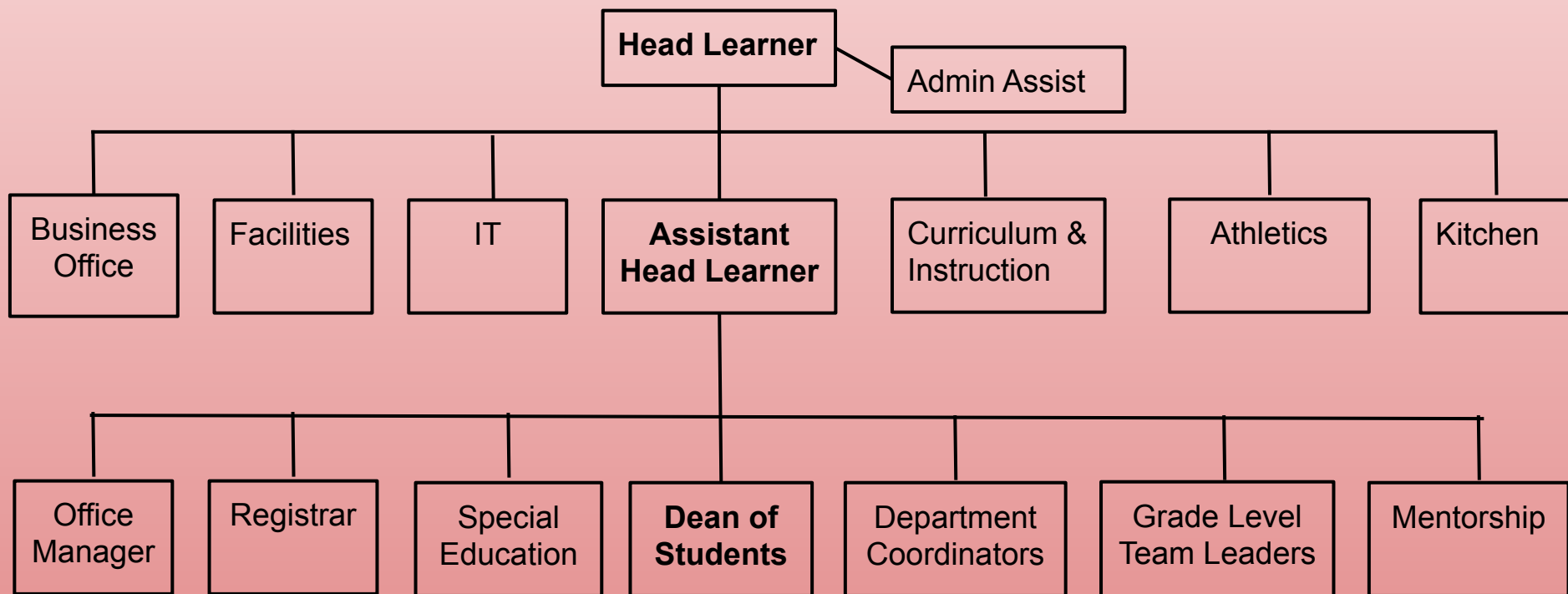
My commission expires: October 17, 2018



OFFICIAL SEAL  
Sandra Peña-Díaz  
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires 10/17/2018

PAGE 3 OF 4



### **School Leadership Team (SLT)**

Head Learner  
Ass't Head Learner  
Instructional Coordinator  
Department Heads  
Grade Level Team Leaders

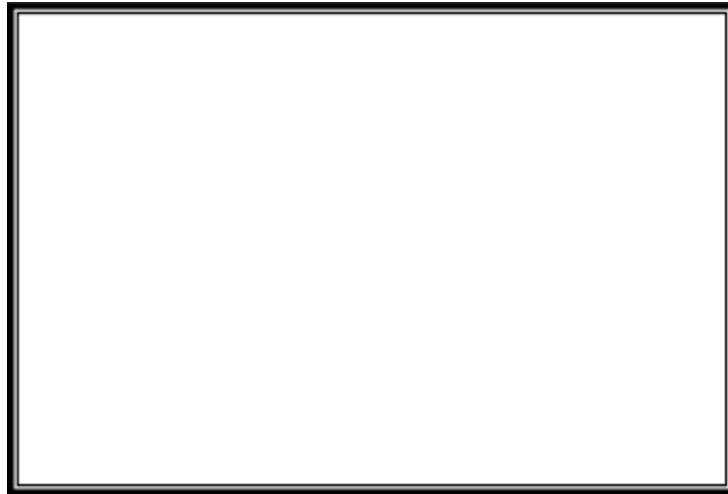
**Monte del Sol Charter School**

## **Organizational Chart**



**The State of New Mexico**

# **Charter School Contract**



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This charter contract (“Contract”), effective the 1st day of July, 2015 is made and entered into between the New Mexico Public Education Commission (“Commission” or “Authorizer”) and Monte del Sol Charter School, a public charter school (“School”). Collectively, these entities are referred to as the “Parties.”

The Secretary of the New Mexico Public Education Department is authorized to hear appeals regarding this Contract from the Parties (“Secretary”)<sup>1</sup>.

## **Article I. Recitals.**

### **Section I.01 Purpose.**

The Charter Schools Act<sup>2</sup> enables a charter school

- to structure its educational program and 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 develop different and innovative ways of measuring student learning and achievement which addresses 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;

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<sup>1</sup> Section 22-8B-9(A) NMSA 1978.

<sup>2</sup> Section 22-8B-3 NMSA 1978.

- to provide parents and students with an educational alternative by creating 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; and
- to develop and use site-based budgeting that meets state fiscal requirements.

## **Section I.02      Description of the Roles of the Parties.**

In order to meet the purposes of the Act, the School will determine the process it uses to achieve successful outcomes for the students it serves. The Authorizer's role<sup>3</sup> will be to evaluate the School's outcomes rather than to establish the process by which the School achieves the outcomes sought.

## **Section I.03      Description of Protocol for Oversight.**

At the request of the Authorizer or its designee(s), in order to implement a protocol of continuous improvement or to address issues that are of concern, the School may present the Authorizer with improvement plans from time to time to address identified issues. The Parties may also implement a corrective action plan. The Authorizer may implement suspension or revocation procedures under the Charter School Act and associated regulations<sup>4</sup>.

## **Section I.04      History.**

Monte del Sol's Charter was initially granted for five years in December 1999 by

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<sup>3</sup> Section 22-8B-5.3 NMSA 1978 and all other duties assigned to the Commission relating to charter schools.

<sup>4</sup> e.g. Section 22-8B-12 NMSA 1978

Santa Fe Public Schools. The School opened in August 2000 under the leadership of founding Head Learner. That year, 121 students were enrolled in seventh and eighth grades, and every year since then a new 7th grade of 60 students has entered the School. By the 2004-2005 school year, the School had a full complement of 360 students in grades 7 through 12. The Class of 2005 was the first graduating class. Monte del Sol's Charter was renewed in 2004 and again in 2009 for a further five years by the Santa Fe School District.

The founders believed that learning best takes place in a small school environment where every student is known well. They recognized that all learning is relational and that interactive, engaged learning is an essential element. Ted Sizer's Coalition of Essential Schools was an inspiration for the founding, emphasizing that the school is a community where every student is well known by the staff and most of the other students. While the School emphasizes that the school is a community, it is equally important for our student to realize that our world is a large community, and our graduates should know how they fit into that larger circle.

Monte del Sol's diversity has increased since its founding, and is reflected in the current year's enrollment reflecting a diverse range of student ethnicities as well as a wide range of ability levels.

The School's impact on the community has been important. The best indicator is the waiting list for 7<sup>th</sup> graders, where this year we had almost 300 applicants for 40 open slots. The mentorship program is a critical link with the community. Over the last 14 years the School has had more than 2,400 mentorships with adults in the community.

See, Exhibit 1, Documentation of renewal approval or permission to commence operation by the Authorizer.

The Parties, therefore, hereby agree to establish a New Mexico public charter school according to the following terms and conditions of this Contract.

## **Article II. Parties, Notice and Intent.**

## **Section II.01      Parties.**

The Commission is created pursuant to the Article XII, Section 6 of the New Mexico Constitution and has powers as accorded to it by law. The Commission is authorized to receive applications for initial and renewal charter applications that request to be authorized by the state<sup>5</sup>.

The Charter Schools Division (CSD) of the New Mexico Public Education Department (NMPED) shall provide staff support to the Commission as it performs its functions; provide staff support to the Secretary; provide technical support to the School and make recommendations regarding approval, denial, suspension or revocation of the School<sup>6</sup>. (The Commission or any person designated by the Commission to address an issue or shall be referred to generally as “Authorizer” from this point forward.)

The School is a charter school approved by the Authorizer. (The School Governing Body, its Head Administrator as staff or any person designated by the Governing Body or its Head Administrator to address an issue shall be referred to generally as “School” from this point forward.)

## **Section II.02      Notice.**

Any notice required, or permitted, under this Contract shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgement

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<sup>5</sup> Section 22-8B-16 NMSA 1978.

<sup>6</sup> Section 22-8B-17 NMSA 1978.

of receipt) or three days after mailing when sent by certified mail, to the Head Administrator for notice to the School, or to the designated Authorizer representative for notice to the Authorizer at the addresses set forth below. Either Party may change the address for notice by giving written notice to the other Party. At the commencement of any action which requires notice, the parties may agree to use electronic notice and filing.

<b>New Mexico Public Education Commission</b> C/O Director, Options For Parents New Mexico Public Education Department 300 Don Gaspar, Room 301 Santa Fe, New Mexico 87505  AND  Attorney for the PEC New Mexico Attorney General's Office 408 Galisteo Santa Fe, NM 87501
<b>Charter Schools Division</b> C/O Director, Options For Parents New Mexico Public Education Department 300 Don Gaspar, Room 301 Santa Fe, New Mexico 87505  <b>And a separate notice to</b>  <b>Assistant General Counsel</b> <b>Charter Schools Division</b> C/O Director, Options For Parents New Mexico Public Education Department 300 Don Gaspar, Room 301 Santa Fe, New Mexico 87505
Monte del Sol Charter School <b>Governing Body Contact]</b> Brett Fraunglass,

4157 Walking Rain Rd. Santa Fe NM 87507, (505) 660-0788, brett@iearchitecture.com
<b>Head Administrator</b> A. Robert Jessen, Ph.D., 4157 Walking Rain Rd. Santa Fe NM 87507, 505-982-5225, ext. 101 arjessen@montedelsol.org
<b>Attorney</b> Patty Matthews Matthews Fox PC, 1925 Aspen Dr., Ste. 301A Santa Fe, New Mexico 87505 (505) 473-3020, pmatthews@matthewsfox.com

### **Section II.03      Creation of Essential Documents.**

Essential Documents. This Contract, the Performance Frameworks (as discussed in further detail in Articles V through VIII below) including the annual performance indicators set under the Performance Frameworks together form the essential documents governing the Parties (“Essential Documents”). Goals set forth in the initial application or the renewal application shall be reviewed by the Parties as part of the basis for the negotiations of the Performance Frameworks as further described in Section VI below. Where appropriate, the conditions placed by the Authorizer on the School in the application of renewal process may become Performance Indicators in the annual Performance Frameworks in order to monitor the School’s compliance with the conditions.

Material Elements of Charter and Renewal Applications Incorporated. The material provisions of the renewal application have been incorporated as part of the Contract and are listed in Article VIII below.

## **Article III. General Governing Principles**

### **Section III.01 Public Charter School.**

The School is authorized by the Authorizer to operate as a public school, but is a separate legal entity from the Authorizer<sup>7</sup>. Notwithstanding its existence as a separate legal entity, the School is subject to all applicable state and federal laws, regulations, rules, and policies unless waived by the Secretary or by law<sup>8</sup>.

### **Section III.02 Term of the Charter.**

This Contract and the Performance Frameworks are effective as of July 1, 2015. The Term of this Contract shall run until June 30, 2020.

### **Section III.03 Availability of Funds.**

Although this Contract is for the operation of the School for the Term of the Contract, any financial commitment on the part of the NMPED or Authorizer, if applicable, contained in this Contract is subject to the annual appropriations of the New Mexico Legislature.

### **Section III.04 Board of Finance.**

The governing body of the School is qualified as a Board of Finance.

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<sup>7</sup> Sections 22-8B-2(A) and 22 -8B-4(C),(J), (N), (P), and (R) (2011) NMSA 1978.

<sup>8</sup> Section 22-8B-5 NMSA 1978.

## **Article IV. Oversight to Allow Autonomy**

### **Section IV.01      Oversight allowing autonomy.**

The Authorizer shall comply with the provisions of the Act and the terms of the Contract in a manner that does not unduly inhibit the autonomy granted to the School. In order to meet the purposes of the Act, the School will determine the process it uses to achieve the successful outcomes for its students. The Authorizer's role will be to evaluate the School's outcomes according to this Contract and the Performance Frameworks, rather than to establish the process by which the School achieves the outcomes sought.

### **Section IV.02      Charter School Rights and Obligations**

#### **(a) Curriculum, Instructional Program, Student Performance Standards.**

The School shall have the authority and responsibility for designing and implementing the educational plan described as material terms of the Charter in Section 8 below.

#### **(b) Site Based Management.**

The School is responsible for its own operation, including preparation of a budget; is subject to audits<sup>9</sup>; may contract for services; and shall address personnel matters in accordance with the School Personnel Act<sup>10</sup> and all other applicable laws.

#### **(c) Right to Sue.**

The School's Governing Body may contract, sue and be sued.

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<sup>9</sup> Pursuant to the Audit Act at Section 12-6-1 NMSA 1978, *et seq.*

<sup>10</sup> Section 22-10A-1 NMSA 1978, *et seq.*

**(d) Limitation on Liability.**

The Authorizer shall not be liable for any acts or omissions of the School<sup>11</sup>.

**(e) Employees.**

All employees hired by the School shall be employees of the School for which the Authorizer has no employment responsibility.

**(f) Waivers.**

***(i) Automatic Waivers.***

The Charter School Act allows for waivers for the School from the requirements of the Public School Code pertaining to individual class load, length of the school day, staffing patterns, subject areas, purchase of instructional materials, evaluation standards for school personnel, school principal duties and driver education<sup>12</sup>.

Waivers listed pursuant to this paragraph shall be effective for the term of the Contract<sup>13</sup>. The list of waivers is attached as Exhibit 2.

***(ii) Discretionary Waivers.***

The School has listed Discretionary Waivers that either it has obtained or will seek from the Secretary, as set forth in Exhibit 2, which must be approved by the Secretary as set forth in (iii) below.

***(iii) Waiver Approval.***

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<sup>11</sup> Section 22-8B-4(P) NMSA 1978 (2011).

<sup>12</sup> Section 22-8B-5(C) NMSA 1978 (2006).

<sup>13</sup> Section 22-8B-5(C) NMSA 1978 (2006).

The School shall, within 30 days from the execution of this Contract, deliver to the NMPED any Discretionary Waiver requests submitted for the Secretary's approval. The NMPED shall notify the School of the Secretary's decision on the Discretionary Waiver(s). The School shall ensure that Exhibit 2 correctly identifies the waiver(s) approved by the Secretary.

***(iv) Subsequent Waivers.***

The School may request additional Discretionary Waivers from the Secretary after the initial request. Any new waiver requests shall be processed according to NMPED waiver request procedures, and, if approved, shall be added to this Contract by the School submitting a revised list of approved waivers (Exhibit 2 to this Contract) to the Authorizer.

***(g) Policies.***

The School has developed its own policies and agrees to adopt policies and/or procedures, if and as needed, to deliver the School's program. The School shall be exempt from local district policies and shall, instead, develop policies and procedures to the extent required by applicable law and regulation.

***(h) Acquisition of Property and Gifts.***

The School, within constitutional and statutory limits, may acquire and dispose of property, provided that, upon termination of the Charter, the following will occur:

All assets of School shall revert to the state, except that, if all or any portion of a School facility is financed with the proceeds of general obligation bonds issued by a local school board, the facility shall revert to the local school board.<sup>14</sup>

The School's Governing Council may accept or reject any charitable gift, grant, devise or bequest; provided that no such gift, grant, devise or bequest shall be accepted if subject to any condition contrary to law or to the Material Terms of this Contract as set forth in Article VIII below. The particular gift, grant, devise or bequest shall be considered an asset of the School.

#### **Section IV.03      Authorizer Rights, Obligations, and Processes for Oversight.**

##### **(a) Authorizer Criteria, Processes and Procedures**

The Act requires that the Authorizer develop and maintain the criteria, processes and procedures<sup>15</sup> that the Authorizer and its designees will use for ongoing oversight of organizational, financial and academic performance of the School. Accordingly, these criteria, processes and procedures are set forth in this Article IV and in Articles V through VIII below.

In areas where the School needs improvement (as identified by results of the assessment of the School under the Performance Framework or any performance review), and as requested by the Authorizer, the School shall present an improvement

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<sup>14</sup> Section 22-8B-4 (N) NMSA, 1978

<sup>15</sup> Section 22-8B-5.3(H) NMSA 1978.

plan(s) to the Authorizer for approval. The School will report to the Authorizer on the progress of the improvement plans from time to time, as established in the improvement plans. The Authorizer may require and the School shall implement a corrective action plan. If warranted the Authorizer may implement revocation, suspension or other procedures pursuant to the process in Article XI.

**(b) Authorizer Development of Policies and Protocols.**

The Authorizer shall develop and maintain chartering policies and practices consistent with nationally recognized principles and standards for quality charter authorizing as set forth by the Act, including policies regarding charter school oversight and evaluation; organizational capacity and infrastructure; evaluation of charter applications; performance contracting; and charter school corrective action plans; suspension, revocation, renewal, and closure processes. This contract and the Performance Framework demonstrate, in part, implementation of its chartering policies and practices.

**(c) Authorizer Development of Processes for Suspension, Revocation and Nonrenewal.**

The Authorizer shall develop processes for suspension, revocation or nonrenewal of a school<sup>16</sup>. In the event that the Authorizer ever determines that suspension, revocation or nonrenewal of the School is appropriate, the Authorizer shall

- i. provide the School with timely notification of the prospect of suspension, revocation or nonrenewal of the Charter and the reasons for such action;

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<sup>16</sup> Section 22-8B-12(L) NMSA 1978 (2011).

- ii. allow the School a reasonable amount of time to prepare and submit a response to the Authorizer's action no less than 30 days, absent exigent circumstances; and
- iii. submit the final determination made by the Authorizer to the NMPED.

In addition, Article XI below also sets forth terms relating to suspension, revocation and non-renewal.

**(d) Authorizer Development of a Performance Framework.**

Throughout the term of this Contract, the Authorizer shall establish annual Performance Framework templates that set forth clear academic and operations performance indicators, measures and metrics that includes the following:

- a. Student academic performance;
- b. Student academic growth;
- c. Achievement gaps in both proficiency and growth between student subgroups;
- d. Attendance;
- e. Recurrent enrollment from year to year;
- f. Post-secondary readiness and graduation rate (if the charter school is a high school);
- g. Financial performance and sustainability; and
- h. Governing body performance, including compliance with all applicable laws, rules, and terms of the Contract.

For purposes of this Contract, the Authorizer shall implement the performance indicators, metrics and measures through the Performance Frameworks. Any additional indicators shall be negotiated in good faith between the Parties and included in the annual School Specific Indicators as discussed in Article V below.

**(e) Authorizer Development of a Closure Protocol.**

The Authorizer shall establish a closure protocol in the event the School closes. The Authorizer shall oversee and work with the closing School to ensure a smooth and orderly closure and transition for students and parents according to the closure protocol and to ensure that assets are appropriately accounted for and protected<sup>17</sup>. In addition, Article XII below also sets forth terms relating to closure.

**(f) Authorizer Obligations Relating to the Contract and Monitoring**

***(i) Negotiate the Contract in Good Faith.***

The Authorizer shall negotiate and execute this Contract, in good faith, so long as it meets the requirements of the Act<sup>18</sup>.

***(ii) Collect, Analyze and Report Data.***

The Authorizer shall collect, analyze and report all data from state assessment tests in accordance with the Performance Frameworks.

**1) Access to Data and State Assessment.**

The School shall obtain information where possible directly from NMPED, including, but not limited to, test scores, Elementary and Secondary Education Act school

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<sup>17</sup> Section 22-8B-12.1(A) NMSA 1978 (2011).

<sup>18</sup> Section 22-8B-9 NMSA 1978 (2011).

improvement status, A-F school grading designation, Common Core alignment information, special education notices, and funding information. The Authorizer or its designee at the request of the School shall provide the School with substantive information pertaining to the School to which the Authorizer has access in a timely way that is otherwise not provided directly to the School by the NMPED.

**2) Data Available through student information systems.**

To the extent possible, the Authorizer shall not request reports from the School that are otherwise available to the Authorizer through student information systems or other data sources available to the Authorizer, including but not limited to those data sources created and kept by the NMPED.

In the event that information requested on the reports is available to the Authorizer's designee from the student information systems or other data sources reasonably available to the Authorizer's designee, the Authorizer's designee shall pre-populate required reports and provide this pre-populated report to the School.

***(ii) Conduct Oversight.***

The Authorizer shall conduct and/or require oversight activities according to its policies and procedures to allow the Authorizer to fulfill its responsibilities under the Act, including conducting appropriate inquiries and investigations, when warranted.

***(iii) Monitor School's Progress (Site Visits).***

The Authorizer shall continuously monitor and conduct at least one annual visit to the School to provide technical assistance to determine the overall organizational, academic and financial performance of the School as described in the Performance Frameworks.

### **1) Site Visit**

The Authorizer designee(s) shall make at least one annual visit to the School<sup>19</sup> (“Annual Site Visit”). The Authorizer its designee(s) or legal counsel, however, may conduct such monitoring activities in its performance review as it deems appropriate to ensure that the School is complying with applicable law, the terms of this Contract and Essential Documents. Except in extraordinary circumstances, Authorizer visits should be pre-arranged and with reasonable notice to avoid needless disruption of the educational process. The Authorizer, or its designee(s) reserves the right to make unannounced visits to open meetings, or to the School.

### **2) Annual Site Visit/ Site Visit Report.**

The protocol for the Annual Site Visit and Annual Site Visit Report shall be conducted and prepared according to the Authorizer protocol and forms provided relating to the Performance Frameworks (as discussed in Articles V - VIII below) and any plan created pursuant to this Contract (i.e. improvement plan or corrective action plan). The protocol and forms shall be provided at least 30 days in advance to the School. The Annual Site Visit shall contain a review, at a minimum, of the School’s evidence of progress towards

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<sup>19</sup> Section 22-8B-12(E) NMSA 1978 (2011).

the indicators identified in the Performance Frameworks and progress towards any plan created pursuant to this Contract, as applicable.

Following the site visit, the Authorizer or its designee(s) shall complete a draft of the Annual Site Visit Report and present it to the School within 45 days after completion of the site visit. The School shall have 30 days to provide input and comment.

***(iv) Review Data.***

The Authorizer shall review the data provided by the School to support ongoing evaluation according to the terms of the Contract.

***(v) Notify School of Unsatisfactory Performance.***

The Authorizer shall notify the School in a timely manner of unsatisfactory performance on the organizational, academic or financial frameworks, or any other factor that may result in an improvement plan, corrective action, nonrenewal or revocation as determined during the annual site visit or at any other time.

If, based on a performance review conducted by the Authorizer, the Authorizer finds that the School is not making satisfactory progress towards organizational, academic or financial performance or the Authorizer believes there to be a breach of this Contract, the Authorizer may take any steps allowed by law including but not limited to establishment of an Improvement Plan or a Corrective Action Plan as set forth in Article

XI<sup>20</sup>. The Authorizer may suspend or revoke the School's Charter if warranted<sup>21</sup> and according to the process established by the Authorizer.

***(vi) Suspend, Revoke or Not Renew the Contract, if necessary.***

The Authorizer may suspend, revoke or not renew this Contract and the Charter<sup>22</sup> if the Authorizer determines that the School did any of the following:

- a. Committed a material violation of any of the conditions, standards or procedures set forth in this Contract;
- b. Failed to meet or make substantial progress toward achievement of the department's minimum educational standards or the 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.

***(vii) Identify Reasons for Suspension, Revocation or Nonrenewal.***

The Authorizer shall state in writing and at a public meeting its reasons for the suspension, revocation or nonrenewal, including the factual bases therefor, if the Authorizer revokes or does not renew a charter<sup>23</sup>.

## **Section I.02      Funding.**

***(a) Authorizer Budget for Two Percent Administrative Fee.***

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<sup>20</sup> Section 22-8B-12(F) NMSA 1978.

<sup>21</sup> Section 22-8B-12(K) NMSA 1978 (2012).

<sup>22</sup> Section 22-8B-12(K) NMSA 1978 (2012).

<sup>23</sup> Section 22-8B-12(M) NMSA 1978 (2011).

The amount of funding allocated to the School shall not be less than ninety-eight percent of the school-generated program costs<sup>24</sup>. The Authorizer may withhold and use the remaining two percent of the school-generated program cost for its administrative support of the School. The Authorizer shall use the two percent amount withheld for the following purposes:

1. A portion of the expenditures supports the charter school division staff salaries and benefits.
2. A second portion of the expenditures supports the Public Education Commission's work. This includes their travel, and expenses such as meals, hotels, and per diem.
3. A third portion of the expenditures provides the resources needed to accomplish the oversight necessary such as supplies, hardware, software and other resources needed to support the work of the CSD.
4. A fourth portion of the expenditures provides the resources needed from all other bureaus in the NMPED that spend time working on issues related to charter schools, including but not limited to, Special Education, Information Technology, Title I, School & Family Support Bureau, Student Nutrition, and School Budget.

**(b) Federal Program Funding for Charters.**

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<sup>24</sup> As defined by the Public School Finance Act, Section 22-8-1 NMSA 1978, *et seq.* Also see Section 22-8B-13 NMSA 1978 (2006).

The School is authorized by law to apply for federal funding for which it may be eligible<sup>25</sup>.

**(c) Annual Audits.**

The School agrees to pay its proportionate share of the NMPED's annual audit expense and to budget an appropriate amount annually for purposes of conducting the School's annual audit.

*Select one:*

☒ The School has an associated not-for-profit foundation named Foundation for Monte del Sol, and the foundation is designated as a component unit of the School.

The foundation shall pay a reasonable, additional amount to include the not-for-profit foundation in the School's audit.

OR

☐ The School does not have an associated not-for-profit foundation that is designated as a component unit of the School.

School Delay in Audit. If the School's annual audit is delayed and that delay results in the School and/or the NMPED receiving a "late audit report" finding, the NMPED shall notify the Authorizer and the School with that information once the audit is released publically. The Authorizer may determine that the "late audit report" finding constitutes a violation of this Contract or the Performance Framework indicators and shall provide the School a reasonable opportunity to submit an explanation for the audit finding in addition to its "management response" for the Authorizer's review

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<sup>25</sup> Section 22-8B-13(C) and (D) NMSA 1978.

The PEC may make an independent determination of whether it considers the School's "late audit finding" a material violation of this Contract based on the School's response to the audit finding and take appropriate action including imposition of the sanctions as set forth in NMSA 1978, 22-8-12.1 or as otherwise provided by law.

**(d) Third Party Contracts.**

The School may contract<sup>26</sup> with a school district, a university or college, the state, another political subdivision of the state, the federal government or one of its agencies, a tribal government or any other third party for the use of a facility, its operation and maintenance and the provision of any service or activity that the School is required to perform in order to carry out the educational program described in the Material Terms of the Contract as set forth in Article VIII below.

The School shall not contract with a for-profit entity for the management of the School.

Contract for goods or services. If the School proposes to contract with a third party provider for goods or services over \$60,000, the School shall provide notice that demonstrates that the contract complies with the Procurement Code and other applicable laws that relate to the use of public funds and provide a written assurance

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<sup>26</sup> Section 22-8B-4 (R) NMSA 1978.

that the proposed contract preserves the School's financial independence from the provider ("Financial Compliance Documentation").<sup>27</sup>

Contract relating to Real Property. For any contract over \$60,000 involving real property, the School shall provide notice by submitting a written assurance that the proposed contract preserves the School's financial independence from the provider ("Real Property Compliance Documentation"). The written assurance may be satisfied by providing a copy of the written assurance provided pursuant to the Public School Finance Act.

1. The terms of this section do not apply to personnel contracts. The School is not required to seek a review of any personnel contracts.
2. After receipt of the required Financial Compliance Documentation or Real Property Compliance Documentation request from School on forms provided by the Authorizer, the Authorizer, its designee(s) or legal counsel, or staff's legal counsel designated to review the documentation shall respond in writing within 10 working days with objection(s) to the Financial Compliance Documentation or Real Property Compliance Documentation and the basis for such objection(s). If there is no response, the Authorizer shall be deemed to have consented to the proposed contract with the selected vendor.
3. If the Authorizer, its designee(s) or legal counsel designated to review the documentation raises an objection(s) regarding the Financial Compliance

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<sup>27</sup> Section 22-8B-9(B)(14) NMSA 1978 (2011).

Documentation or Real Property Compliance Documentation request, the School may submit a response within 10 working days.

4. The Authorizer, its designee(s) or legal counsel must then object or consent to the Financial Compliance Documentation or Real Property Compliance Documentation request in writing within 10 working days.

5. If the Authorizer, through its designee(s) or legal counsel, raises objection(s) that are unable to be resolved by the response from the school, either party may choose to commence alternative dispute resolution procedures outlined in Article IX of this contract. The parties are encouraged to continue informal discussions in an effort to resolve the objections.

#### **(e) Master Plan.**

The School shall prepare its own facility master plan in compliance with the rules of the Public School Capital Outlay Council and the Public Schools Capital Outlay Act<sup>28</sup>.

## **Article II. Performance Frameworks.**

### **Section II.01 Performance Framework Overview.**

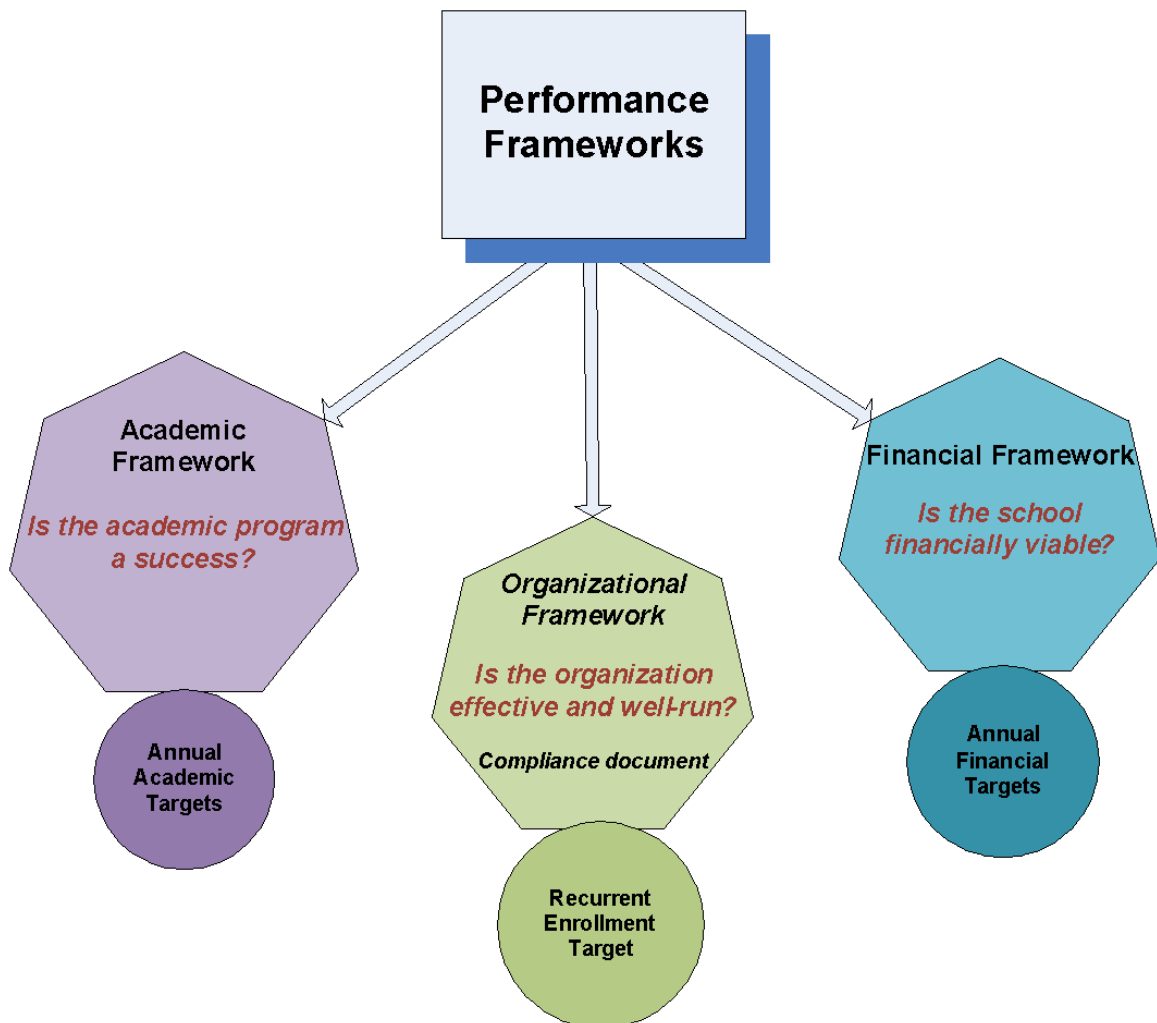
The School's performance shall be based on three Performance Frameworks: an Academic, an Organizational and Financial Framework, which are discussed in further detail in Articles VI, VII and VIII below. Each Framework will include indicators<sup>29</sup>, measures and metrics. As referenced above, these Performance Frameworks and the

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<sup>28</sup> Section 22-24-4 NMSA 1978 (2010).

<sup>29</sup> Performance indicators in this Contract are the same as the performance targets referenced in Section 22-8B-9.1(B) NMSA 1978 (2011)

annual performance indicators are part of the Essential Documents governing the Parties.



#### (a) Optional Supplemental Indicators.

The School may identify optional supplemental indicator(s) that are specific, rigorous, valid, measureable and reliable. If such indicator(s) are identified, the School shall report each year on supplemental indicator(s) as set forth in the Performance Framework. Progress towards achieving the supplemental indicator(s) shall be described annually.

These annual Performance Frameworks will be used by the Authorizer to monitor and assess the performance of the School. The Performance Frameworks are the basis of the annual school review process, and the data and evidence resulting from the annual review ultimately will inform the Authorizer's renewal decision.

## **Section II.02      Annual Performance Indicators.**

Each Performance Framework is set up to establish annual performance indicators and targets. For the annual performance indicators and targets, the Authorizer first shall approve a Performance Framework template to be used for the upcoming school year, after consultation with its schools. The Parties shall then complete the template with school-specific indicators for each year this Contract is in effect ("negotiated Performance Framework"). The annual negotiated Performance Framework and scorecards are compiled in Exhibit 3. The annual negotiated Performance Framework negotiated by the parties may include additional specific, rigorous, valid and reliable indicators to augment other evaluations of the School's performance. The annual negotiated Performance Framework established for each year of this Contract and scorecards resulting from a review of these annual School Specific Indicators shall be included in the Essential Documents as Exhibits 3.1, 3.2, 3.3, 3.4 and 3.5, as each document is created for each year of the Contract.

## **Section II.03      Progress on Performance Framework Indicators and Annual Performance indicators.**

The School shall make satisfactory progress towards the negotiated Performance Framework which includes Academic, Financial and Organizational Frameworks by meeting or exceeding the standard as set forth in the negotiated Performance Framework. If the Authorizer finds that the School is not making satisfactory progress toward any part or all of the annual negotiated Performance Framework or fiscal, overall governance and student performance and legal compliance<sup>30</sup>, the Authorizer may take such action as allowed by this Contract or by law, rule or regulation, including implementing an Improvement Plan, a Corrective Action Plan or charter revocation as set forth in this Contract or by law, rule or regulation.

The renewal of the School's charter shall be based substantially on the data collected regarding how the School is progressing towards the annual School Specific Indicators in the negotiated Performance Frameworks and compliance with the terms of this Contract. The Parties will negotiate how the School will show compliance with its annual Academic Indicators. The information from the annual Financial Framework will come from the annual School audit or any other applicable sources. Each annual Organizational Indicator outlines the evidence that the School may show the Authorizer to show compliance with that Indicator.

During the Annual Site Visit, the Authorizer designee(s) and School shall review annual School Specific Indicators established the previous school year. Subsequently, the

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<sup>30</sup> Section 22-8B-12 (D) 1978

Parties shall identify the annual School Specific Indicators for the next year considering and incorporating the general annual performance indicators set by the Authorizer for that year. The Parties may meet to negotiate changes if necessary.

#### **Section II.04      Terms Requiring Amendment.**

Any modification of the Performance Frameworks requires an amendment that must be agreed to and executed by both Parties. Each Party must vote on this amendment in an open public meeting prior to execution of the amendment. The School will submit the requested amendment to all entitled to notice in Section 2.02 and request that the Authorizer place the amendment on the agenda of the Authorizer for approval.

### **Article III. Academic Performance Framework**

*Is the Academic program a success?*

#### **Section III.01      Academic Annual Performance indicators.**

The annual negotiated Performance Framework includes three parts. One part is an Academic Framework. The Academic Framework looks at student performance.

Failure to meet the standard(s) set forth in an Academic Performance Indicator is not a “material violation” as defined in NMSA 1978, §22-8B-12(K)(1). Rather it may be deemed a failure “to meet or make substantial progress toward achievement of the department’s minimum educational standards or student performance standards”

(NMSA 1978, §22-8B-12(K)(2)) and may be assessed accordingly for purposes of nonrenewal or revocation.

### **Section III.02      Disaggregation of Data.**

The Parties shall look at disaggregated data by student subgroup, including gender, race, poverty status, special education or gifted status, and English language learner status, in determining student performance. The Parties may obtain such information through reports prepared by the NMPED. To the extent that an annual performance indicator already reports disaggregated data by student subgroup, such as the A-F grading system, the Parties may use this report in their review rather than creating additional reports.

## **Article IV. Financial Performance Framework.**

*Is the School financially viable?*

The annual negotiated Performance Framework includes three parts. One part is a Financial Framework. The Financial Framework looks at the financial viability of the School.

## **Article V. Organizational Framework.**

*Is the organization effective and well run?*

The annual negotiated Performance Framework includes three parts. One part is an Organizational Framework. The Organizational Framework is a compliance checklist that ensures that the School is responsive to the needs of its students, employees and

School community, and also looks at recurrent enrollment. This framework looks at organizational, overarching processes established by the School to ensure efficient operations by the School and compliance with applicable laws.

The following is a general description of the Organizational Framework areas of focus.

**Section V.01      Organizational Framework, Education Program 1.a. *Is the school implementing the Material Terms of the Charter as defined in this section?***

Organizational Framework Question 1.a. Description. The School shall demonstrate evidence of achieving the Material Terms of the Charter in all respects.

**(a) Material Terms of the Charter.**

The Parties agree that the following are the “Material Terms” of the approved Charter:

**(i) Operational Structure**

Length of school day	2 days a week (presently M & W) - 6.33 hours 2 days a week (presently T & Th) - 6.5 hours 1 day a week (presently F )- 5.4 hours
Length of school year	174 days  Please note that the school may change to a 4 days week schedule while maintaining the minimum school hour requirement.
Enrollment cap	360
Authorized school grades	7-12
Partner	none
Management company	none

## ***(ii) School Mission***

The School's mission statement is as follows:

Monte del Sol Charter School educates and inspires Santa Fe's diverse population in grades 7 through 12, by building strong relationships and creatively engaging the local and global community.

To do this, Monte del Sol Charter School will:

- provide a small school so each individual is known;
- acknowledge and celebrate the diversity of its members and the community;
- connect students with adult community members through the mentorship program;
- foster awareness of the world through international trips, student exchanges, special events and curricula;
- engage students in the arts through events, activities, and curricula;
- teach the importance of environmental sustainability in our curricula and through participation in the garden.

The School shall report each year on implementation of its mission as set forth in the mission specific indicator(s) as set forth in the Performance Framework, Academic Framework. Progress toward achieving the School's Mission shall be described annually.

## ***(iii) Educational Program of the School***

The number of students is capped at 360 for grades 7 through 12, so that each student is known by both teachers and other students. Monte del Sol believes that all students should develop relationships with adults by attending a small school, and through participation in the Mentorship program.

Learning best takes place in a small school environment where every student is known well. All learning is relational and that interactive, engaged learning is an essential element. The school follows the philosophy of Ted Sizer's Coalition of Essential Schools that the school is a community where every student is well known by the staff and most of the other students. While we emphasize that the school is a community, it is equally important for our student to realize that our world is a large community, and our graduates should know how they fit into that larger circle.

Much of the Monte del Sol mission is subsumed in the concept of Global Literacy. The Wisconsin Department of Public Instruction defines Global Literacy as the “Five C’s: **communication** - be able to speak more than one language, **culture** - explore and experience the compassion and the curiosity about another culture, **citizenship** - understand global responsibility, **community** - understand current international issues, and **careers** - become lifelong-learners.” The school is working towards assessment of students using these criteria.

#### *(iv) Student – Focused Term(s).*

In order to graduate from Monte del Sol students must complete two mentorships in the community. They may take mentorships in middle school, and are encouraged to do so, but those will not count towards the high school mentorship requirement. In order to fulfill this requirement, we currently have 1.4 FTE dedicated to the delivery of the Mentorship Program.

The mentorship program is unique because it does not target at-risk youth, nor is it a career-readiness program. Instead, students are matched with a member of the community who has expertise in the student’s topic of personal interest in order to foster students’ self-knowledge and personal development.

Mentorships are evaluated on several levels. Each mentorship student makes a presentation at the Festival of Learning, which takes place at the end of the school year in a formal, off-campus setting. These presentations are evaluated by a panel of adults using a rubric with six criteria: preparedness, knowledge, organized, passionate, talent, commitment. Mentorship portfolios are evaluated by the mentorship staff using a rubric with seven criteria: grammar and mechanics; professional style and attention to audience; organization and development; engagement with supporting materials; engagement with the learning process; demonstrates passion and commitment; and clear evidence of learning.

School seniors are encouraged to be role models within their immediate world communities. This is encouraged through participation programs such as the following:

- “We Can Change the World Challenge”, which allows students a platform for developing
  - environmental sustainability projects
  - Student-led diversity workshops
  - Recycling education and outreach
- Serving on Honor Council, Community Service, Gay-Straight Alliance and Model UN
- Organizing self-esteem and anti-drug/substance abuse seminars

- Development of Senior Leadership Group to organize and oversee fundraising and school spirit
- Work on Earth Day Committee
- “Think About It” – positive norming collages in the gathering space
- Annual mural committee
- Anonymous acts of kindness

***(v) Teacher – Focused Term(s).***

The School leadership and staff negotiate shared leadership of the School and commit to implement transparent processes relating to employment at the School.

***(vi) Parent – Focused Term(s).***

Monte parents are requested to donate 10 hours to the school for the year, which may include helping in the garden, volunteering at dances, sporting events, or school fundraisers. We also encourage parents to serve as mentors for other students, to help them to fulfill the students’ two required mentorships. Parents are also encouraged to attend Spanish-speaking family night at school, and the mentorship festival. Parents are encouraged to attend one parent-student conference per quarter

***(vii) Governance Structure.***

The Parties agree that the following are key provisions regarding the School’s governance structure.

None

***(viii) Total Student Enrollment.***

As set forth above, the School is authorized to enroll the following:

360

The School shall provide instruction to students in such grades and subject to approved caps in each year of operation<sup>31</sup>. The School may make modifications as to

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<sup>31</sup> Section 22-8B-6 NMSA 1978 (2011).

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, and attrition patterns. However, the School shall not increase the number of grades or the total number of students proposed to be served in each grade without an amendment to this contract or waiver of grade cap provision<sup>32</sup>.

If the School seeks to amend enrollment or grades served, the School must, among other things, demonstrate that such changes in enrollment/grades served do not adversely compromise the fiscal and educational program of the School.

***(ix) Intent to Provide Educational Services.***

The School represents to the Authorizer that based upon its mission and school goals, it intends to provide educational services including delivery of instruction in the following described general geographic area:

County(ies):	Santa Fe
City(ies):	Santa Fe

***(x) Facility.***

[X] *For Schools with a Set Location.* The Charter School's primary location is:

4157 Walking Rain Rd., Santa Fe NM.

Physical Address). The facility meets all applicable facility requirements of State and Federal law.

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<sup>32</sup> Section 22-8B-6(D) NMSA 1978 (2011).

[ ] *For School Anticipating Changing Locations.* The School is in the process of identifying a new location at

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The School acknowledges that the new facility must meet all applicable health and safety requirements prior to the School relocating to the new location. The Authorizer approves this location contingent upon the School providing the Authorizer with evidence of compliance with applicable law, including NMSA 22-8B-4.2(C).

***(xi) Facilities Occupancy Requirement.***

The School acknowledges that its facility must meet all educational occupancy standards required by applicable New Mexico Construction Codes<sup>33</sup>. The School's facilities shall be certified for occupancy as a public school prior to commencing operations in the new building, including the approval of the director or designee of the New Mexico Public Schools Facilities Authority ("PSFA")<sup>34</sup>. The School further acknowledges that if it is renewed on or after July 1, 2015, that its facilities must meet the requirements as set forth in Subsection D of Section 22-8B-4.2 NMSA 1978 (2011).

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<sup>33</sup> Section 22-8B-4.2(A) NMSA 1978 (2011).

<sup>34</sup> Section 22-8B-4.2 NMSA 1978 (2011).

The School shall comply with all state and federal health and safety requirements applicable to public schools, including those health and safety codes relating to educational building occupancy.

***(xii) New Mexico Condition Index.***

The School acknowledges that it may not open or relocate to a facility after opening unless:

- A. the facility receives a condition rating equal to or better than the average condition for all New Mexico public schools as determined by the Public Schools Facility Authority (PSFA) for that year, or
- B. the School demonstrates within 18 (eighteen) months of occupancy or relocation of the School, the way in which the facility will achieve a rating equal to or better than the average New Mexico condition index<sup>35</sup>.

***(xiii) Facilities Funding.***

The School is eligible for state capital outlay dollars to the extent provided for in the Public School Capital Outlay Act<sup>36</sup>; the Public School Capital Improvements Act<sup>37</sup>; the Public School Buildings Act<sup>38</sup>; and any other applicable law.

***(xiv) Lease Purchase Agreement.***

The School acknowledges that it may not enter into a Public School Lease Purchase Agreement<sup>39</sup> without prior approval of the NMPED.

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<sup>35</sup> Section 22-8B-4.2(C) NMSA 1978 (2009).

<sup>36</sup> Section 22-24-1 NMSA 1978, *et seq.*

<sup>37</sup> Section 22-25-1 NMSA 1978, *et seq.*

<sup>38</sup> Section 22-25-1 NMSA 1978, *et seq.*

<sup>39</sup> Section 22-26A-1 NMSA 1978, *et seq.* of the Public School Lease Purchase Act

***(xv) Multiple Facilities.***

With the approval of the Authorizer, the School may maintain separate facilities at two or more locations. The School acknowledges that the separate facilities shall be treated together as only one school for purposes of calculating program units pursuant to the Public School Finance Act.

***(xvi) Food Service.***

According to the Charter, the School

☐ will provide the following food services:\_\_\_\_\_ food services shall be provided in a manner that is in compliance with applicable federal and state laws regarding public school food programs.

OR

☐ will not provide food services.

OR

☐ will provide free and reduced breakfast under the Free School Breakfast Program. Food services shall be provided in a manner that is in compliance with applicable laws regarding public school food programs.

AND/OR

☒ will provide free and reduced lunch. Food services shall be provided in a manner that is in compliance with applicable laws regarding public school food programs.

***(xvii) Transportation.***

☒ The School has agreed to provide student to-and-from transportation<sup>40</sup>.

OR

☐ The School, in accordance with the Act, does not provide student to-and-from transportation. The School may contract with qualified transportation providers for special events. The School will ensure that students with disabilities shall comply with their qualified IEP or Section 504 plan related to transportation.

## **Section V.02      Organizational Framework, Education Program 1.b. *Is the school complying with applicable educational requirements?***

Organizational Framework Question 1.b. Description. Unless waived, the School shall demonstrate compliance with applicable laws, rules, and regulations relating to education requirements such as instructional days, graduation and promotion requirements; content standards, state assessments and implementing mandated programming associated with state or federal funding.

## **Section V.03      Operational Framework, Students and Employees, 1.c. *Is the School protecting the rights of all students?***

Organizational Framework Question 1.c. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to the rights of students, including policies related to admissions, lottery, recruitment and enrollment; adherence to due process protections; and development and adherence to student discipline policies.

The School shall also comply with the following additional terms and conditions:

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<sup>40</sup> Section 22-8B-26 NMSA 1978.

**(a) Non-discrimination.**

The School is subject to all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, physical or mental handicap, serious medical condition, race, creed, color, sex, gender identity, sexual orientation, spousal affiliation, national origin, religion, ancestry or need for special education services. The School shall be a nonsectarian, nonreligious and non-home-based public school<sup>41</sup>.

Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability, or need for special education services<sup>42</sup>.

**(b) Enrollment and admission processes and procedure.**

The School must establish and post enrollment and admissions process and procedures which comply with applicable law. The School may not charge tuition or have other admissions requirements, except as otherwise provided in the Public School Code<sup>43</sup>.

**(c) Lottery.**

Unless otherwise exempted in the Public School Code, if more students apply than can be admitted based on the School's enrollment cap, admission decisions will be made by a lottery process<sup>44</sup>. The School shall adopt in advance the enrollment

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<sup>41</sup> Section 22-8B-4(K) NMSA 1978.

<sup>42</sup> Section 22-8B-4(J) NMSA 1978.

<sup>43</sup> Section 22-8B-4 (K) NMSA 1978.

<sup>44</sup> Section 22-8B-4.1 NMSA 1978.

procedure for vacancies that occur during the school year that complies with applicable law.

**(d) Continuing Enrollment.**

Students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, unless there is a voluntary withdrawal, mandatory withdrawal pursuant to the New Mexico Public School Finance Act, expulsion, graduation, court-ordered placement, IEP team placement, or other applicable laws.

**(e) Suspension or Expulsion.**

A student who is long-term suspended or expelled from the School shall be deemed to be suspended or expelled from the school district in which the student resides<sup>45</sup>. A student who is suspended from a school district may also be considered suspended or expelled from the School located within the geographic boundary of that district. The School shall develop its own enrollment policies for enrolling students who have been suspended or expelled from another charter school or a school district.

**Section V.04      Organizational Framework, Education Program 1.d. *Is the School protecting the rights of students with special needs?***

Organizational Framework Question 1.d. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations, including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and laws relevant to gifted children, relating to identification and

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<sup>45</sup> Section 22-8B-5(G) NMSA 1978 (2006).

referral of those suspected of having a disability or intellectual ability and providing services for students with identified needs.

The School shall also comply with the following additional terms and conditions:

**(a) Special Populations.**

The School is responsible for identifying, evaluating, and offering a free appropriate public education to all eligible children who are accepted for enrollment in the School.

**(b) Enrollment of Students with Disabilities.**

To ensure that the needs of students with a disability are met, the following procedures must be followed:

**(i) Documents.**

Following the application deadline and upon completing the lottery if required, the School shall request from relevant school district and/or the student a copy of the most recent Individualized Education Program (IEP) or Section 504 Accommodations Plan, if any.

**(ii) Implementing the IEP.**

Admission of applicants with an IEP or Section 504 Accommodations Plan must be in compliance with state and federal requirements and procedures concerning the education of students with disabilities or intellectual ability. Every student who is admitted to the School with an IEP or Section 504 Accommodations Plan from

his/her previous school must receive services as reflected in the IEP or 504 plan unless modified.

### **(c) Response to Intervention.**

The School must fully implement the State's Response to Intervention (RtI) Framework known as the *Three-Tier Model of Student Intervention*<sup>46</sup>. This framework serves as the overarching structure for how K–12 public schools in New Mexico organize instruction to all students, and provides procedures for early assistance and intervention to students who are experiencing academic and/or behavioral challenges, or who need opportunities for advanced learning. The RtI Framework includes the Student Assistance Team process which supplements regular education functions, conducts evaluations and develops accommodation plans under Section 504, develops individual student academic improvement plans<sup>47</sup>, and receives and analyzes evaluation requests for special education and gifted education services.

## **Section V.05      Organizational Framework, Education Program 1.e. *Is the School protecting the rights of English Language Learner (ELL) students?***

Organizational Framework Question 1.e. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations, including Title III of the Elementary and Secondary Education Act, relating to English Language Learner requirements.

## **Section V.06      Organizational Framework, Education Program 1.f. *Is the School complying with compulsory attendance laws?***

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<sup>46</sup> 6.29.1.9(D) NMAC, including the guidance manual cited in that rule

<sup>47</sup> Section 22-2C-6 NMSA 1978.

Organizational Framework Question 1.f. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to compulsory school attendance.

**Section V.07      Organizational Framework, Education Program 1.g. *Is the School complying with the annual recurrent enrollment target?***

The School shall comply with the annual recurrent enrollment target set by the Authorizer.

**Section V.08      Organizational Framework, Financial Management and Oversight 2.a. *Is the School meeting financial reporting and compliance requirements?***

Organizational Framework Question 2.a. Description. The School shall demonstrate complete and timely compliance with applicable laws, rules, and regulations relating to sound financial principles<sup>48</sup> and financial reporting requirements, including compliance with the New Mexico Procurement Code.

The School shall also comply with the following additional terms and conditions:

**(a) Authorizer Notification.**

The School shall notify the authorizer or its designee(s) and appropriate authorities in the following situations:

- A. All complaints filed against the School by governmental entities alleging violations of state, federal or local violations of law, regulation or rule, (e.g. building-code violations, environmental or health code violations, state-level

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<sup>48</sup> e.g. Public School Finance Act at Section 22-8-1 NMSA 1978, *et seq.*, and 6.20.2.1 NMAC [2006].

IDEA special education complaints or due process hearings, Section 504 grievances, Title I of the Elementary and Secondary Education Act complaints);

- B. The conviction of any members of the School's governing body or staff for a crime punishable as a felony, or misdemeanor involving moral turpitude, or determination of inappropriate contact<sup>49</sup> related to that person's responsibilities to the School; or for any crime related to the misappropriation of school funds or theft of school property; or
- C. A finding by an internal or independent auditor or investigator of misappropriation of the School's public funds by any member of the School's governing body, employee, volunteer, contractor, or other individuals.

Notice shall be provided within a reasonable period of time under the circumstances.

The Parties may then take such steps as reasonably necessary, and as consistent with their adopted policies, to address these issues.

#### **(b) Operational Reporting.**

The School shall provide the following reports to the Authorizer:

Documentation to support the Site Visit report

The Authorizer may require additional reporting as a part of an Improvement Plan or Corrective Action Plan.

### **Section V.09      Operational Framework, Financial Management and Oversight 2.b. *Is the School following Generally Accepted Accounting Principles?***

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<sup>49</sup> 6.60.9 NMAC

Organizational Framework Question 2.b. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations, relating to financial management and oversight expectations, that shows that the School is following generally accepted accounting principles.

## **Section V.10 Organizational Framework, Governance and Reporting**

### **3.a. *Is the School complying with governance requirements?***

Organizational Framework Question 3.a. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to charter school governance through the adoption of and adherence to school policies; the Open Meetings Act; the Inspection of Public Records Act; a conflict of interest policy; an anti-nepotism policy and sound Governing Body operations.

The School shall also comply with the following additional terms and conditions:

#### **(a) Governing Structure.**

The School's governing body shall have at least 5 (five) members<sup>50</sup>. No member shall serve on the School's governing body if he or she was a member of another charter school's governing body that was suspended or failed to receive or maintain their board of finance designation.<sup>51</sup>

#### **(b) Change in Governance Membership.**

The School will notify the Authorizer within 30 (thirty) days of a member's resignation or designation of a new member and shall sign the appropriate forms to ensure that

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<sup>50</sup> Section 22-8B-4(B) NMSA 1978 (2011).

<sup>51</sup> Section 22-8-38(B)(4) NMSA 1978 (2011).

the governing body continues to qualify as a board of finance<sup>52</sup>. The School shall fill any vacancy on its governing body no later than 45 days from the vacancy or shall seek an extension for such appointment from the Authorizer in writing. The new member must execute the required statements for Board of Finance designation<sup>53</sup> to the NMPED.

### **Section V.11      Operational Framework, Governance and Reporting 3.b. *Is the School holding management accountable?***

Organizational Framework Question 3.b. Description. The School shall demonstrate timely compliance with applicable laws, rules, and regulations relating to oversight of school management through evaluation of the head of school and the relationship with a partner organization, if any.

The School shall also comply with the following additional terms and conditions:

#### **(a) School Complaint Process.**

The School must establish a process for resolving community, parental, and other public complaints. The process shall afford the opportunity for the complainants to be heard by the head administrator and/or the School's governing body. The governing body shall be the final determiner of the complaint unless the complainant has additional legal remedies or requirements provided by law.

#### **(b) Authorizer Notification Regarding Complaints.**

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<sup>52</sup> Section 22-8-38 NMSA 1978 (2011).

<sup>53</sup> 6.80.4.16 NMAC [6/30/2008].

The Authorizer agrees to notify the School of all written complaints about the School that the Authorizer receives. The notification shall be made immediately or as soon as is practicable under the circumstances, but not later than 10 business days after its receipt by the Authorizer. The notice shall include the substance of the complaint, taking into consideration any complainant's request for anonymity. The School shall respond to the complaint according to its prescribed complaint procedures and shall notify the Authorizer through its legal counsel of the School's response to the complaint within the timeframe prescribed in the notice of the complaint.

**Section V.12      Organizational Framework, Students and Employees, 4.a.**  
***Is the School meeting teacher and other staff credentialing requirements?***

Organizational Framework Question 4.a. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to state certification requirements and Title II of the ESEA for Highly Qualified Teachers and Paraprofessionals.

**Section V.13      Organizational Framework, Students and Employees, 4.b.**  
***Is the School respecting employee rights?***

Organizational Framework Question 4.b. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to employment requirements; and develop and adhere to sound policies for employees.

The School shall also comply with the following additional terms and conditions:

**(a) Volunteer Requirements.**

The School acknowledges that all volunteers must comply with state regulations<sup>54</sup>.

**Section V.14      Organizational Framework, Students and Employees, 4.c. *Is the School completing required background checks?***

Organizational Framework Question 4.c. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to background checks of all individuals at the School having unsupervised access to children, including staff and members of the community, where required.

**Section V.15      Organizational Framework, School Environment, 5.a. *Is the School complying with facilities and transportation requirements?***

Organizational Framework Question 5.a. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to the School's facilities and transportation.

The School shall also comply with the following additional terms and conditions:

**(a) Insurance Provider.**

The School shall procure insurance<sup>55</sup> through the New Mexico Public Insurance Authority (NMPSIA). Upon request by the Authorizer, a copy of the certificate of insurance shall be provided.

**(b) Insurance Coverage.**

The School shall purchase insurance protecting the School and its governing body, employees, and volunteers, and the Authorizer, consisting of comprehensive general

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<sup>54</sup> 6.50.18 NMAC [2010] ("Use of Volunteers in Schools and School Districts).

<sup>55</sup> Section 22-8B-9(B)(16) NMSA 1978.

liability insurance, errors and omissions liability insurance, and auto liability insurance. The School shall also purchase statutory workers' compensation insurance coverage.

**(c) Change of Coverage.**

All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after 45 days prior written notice by certified mail, return receipt requested, has been given to the Authorizer. The School shall notify the Authorizer within 10 days if for any reason there is a lapse in insurance coverage. The School shall be solely responsible for any deductibles payable under the policies purchased by the School.

**Section V.16      Operational Framework, School Environment, 5.b. *Is the School complying with health and safety requirements?***

Organizational Framework Question 5.b. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to safety and the provision of health related services, if such services are provided by the School.

**Section V.17      Organizational Framework, School Environment 5.c. *Is the School handling information appropriately?***

Organizational Framework Question 5.c. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations relating to security of and appropriate access to personally identifiable student information; student records and testing materials.

All records required to be kept pursuant to state and/or federal laws, regulations, or policies or as otherwise established shall be open to inspection and review and made available in a timely manner to the PEC, CSD, NMPED, or other officials who shall be deemed to have legitimate educational interests in such records within the meaning of the federal Family Educational Rights and Privacy Act (FERPA). The School is encouraged to adopt a policy for student directory information in compliance with FERPA.

## **Article VI. Resolution of Dispute Relating to the Contract.**

### **Section VI.01      Dispute Resolution.**

Disputes arising out of the implementation of this Contract shall be subject to the dispute resolution process set forth in this section. However disputes coming under Article XI of this Contract shall not be subject to the dispute resolution process unless agreed to by the Parties.

### **Section VI.02      Continuation of Contract Performance.**

The School and the Authorizer 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.

### **Section VI.03      Notice of Dispute.**

Either party shall notify the other party in writing that a dispute exists between them within 15 working days from the date the dispute arises. The notice of dispute shall identify the article and section 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.

#### **Section VI.04      Initial Administrative Resolution.**

The matter shall be submitted to the head administrator of the School and the Authorizer's designee(s). The head administrator and the Authorizer's designee(s) shall keep the School Governing Body and the Authorizer informed during any attempt at administrative resolution. Either Party may identify an authorized representative to join the School staff or the Authorizer's designee(s) in identifying possible solutions. The process shall be completed within 15 working days of the receipt of the Notice of Dispute or the Parties shall agree in writing to an alternative date certain for the termination of this process. If the matter is not resolved within the time frame established, either Party may consider the Initial Administrative Resolution alternative terminated and give the other party notice of the termination. ("Termination of Initial Administrative Resolution").

If the matter is able to be resolved through an Initial Administrative Resolution, the School staff and Authorizer's designee(s) shall jointly draft a document identifying the agreed upon resolution and notify the respective Parties of the Initial Administrative

Resolution. If the Initial Administrative Resolution requires an action of the School and the Authorizer, such Initial Administrative Resolution shall be presented after due notice at the next respective Governing Body meetings of the Parties. If necessary, the Parties shall call a special or emergency meeting to approve any Initial Administrative Resolution. In the case that Party approval is needed under this paragraph, the Initial Administrative Resolution shall take effect only if approval is given by both Parties and shall have no effect otherwise.

#### **Section VI.05      Mediation at the Administrative Level.**

If there is a Termination of the Initial Administrative Resolution process, then either Party may demand formal mediation by mailing or delivering notice in writing to the other Party within 10 working days after the Termination of Initial Administration Resolution.

Mediation conducted by the Parties is subject to the Mediation Procedures Act<sup>56</sup>. If either Party submits a Notice of Demand to Mediate, it shall include in the notice the name of a mediator along with his/her qualifications. If the other Party does not agree to the proposed mediator, then it shall identify an alternate mediator along with his/her qualifications within 5 business days. If the other Party does not agree with the alternate designation, it shall give notice within 5 business days. In the event that the Parties cannot agree on a mediator the two proposed mediators shall meet within 5 business

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<sup>56</sup> Section 44-7B-1 NMSA 1978, *et seq.*

days to appoint a third person to act as mediator. The appointed mediator shall mediate the dispute.

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.

Mediation shall be completed within 40 working days unless another date certain is set by the Parties and mediator.

If the matter is able to be resolved through Mediation at the Administrative Level, the School through its staff and Authorizer through its designee shall jointly draft a document identifying the Mediation Resolution and notify the Parties of the Mediation Resolution. If the Mediation Resolution requires an action of the School and the Authorizer, such Mediation Resolution shall be presented at the next respective Governing Body meeting of the Parties. If necessary, the Parties shall call a special or emergency meeting to approve any Mediation Resolution. In the case that Party approval is needed under this paragraph, the Mediation Resolution shall take effect only if approval is given by both Parties and shall have no effect otherwise.

If no resolution is reached by the Parties, then the mediator shall render a written proposal with a proposed resolution of the mediator concerning the matters in

controversy, together with his/her findings in the event that the Parties do not come to any agreement. The Proposed Resolution of the Mediator shall be presented to each Party. The mediator shall note any provision in the proposed resolution that would require a vote of the respective Parties.

#### **Section VI.06      Governing Body Consideration.**

If a Mediation Resolution has not been reached within 40 business days of the appointment of the mediator, both representatives shall submit the matter to the respective Parties for consideration along with the Proposed Resolution of the Mediator.

The matter shall be placed on the next regular meeting of each Party, unless a special or emergency meeting is warranted. Prior to the board meeting, the Parties may designate a subcommittee to meet with the subcommittee of the other Party for informal discussions. The subcommittee shall be less than the quorum needed for a meeting of the Governing Body. The subcommittees shall meet jointly to consider the proposals of each Party and the Proposed Resolution of the Mediator. If the subcommittees of the Governing Bodies can identify a Joint Proposal that may resolve the dispute, the Joint Proposal of the subcommittees shall be presented at the next meeting of each Party. The Joint Proposal shall be discussed in the public meeting and public comment shall be heard on the Joint Proposal. The Joint Proposal shall then be voted on by the Parties. A special or emergency session may be called of each Party, if needed.

If both Parties adopt the Joint Proposal, the issue shall be deemed resolved according to the terms of the Joint Proposal. If one or both Parties reject(s) the Joint Proposal, then the dispute resolution process shall be deemed to have failed and to have ended.

#### **Section VI.07      Process for Final Resolution of Dispute.**

If settlement of the dispute is not reached through mediation or by agreement of the Parties, either Party may pursue any right or remedy to which it may be entitled by law.

### **Article VII. Renewal.**

#### **Section VII.01      Renewal Timeline and Process.**

The School shall submit its renewal application to the Authorizer on or before October 1 of 2019. The Parties may mutually agree to an extension of the submittal of the renewal application; such extension shall be memorialized in writing. The Authorizer shall vote on the renewal application in a public hearing no later than January 1, of the year in which the Contract expires; i.e. January 1, 2020 unless extended by agreement.

#### **Section VII.02      Required Information.**

The renewal application shall contain the information required by law<sup>57</sup>.

#### **Section VII.03      Authorizer Review and Analysis of Renewal Contract.**

The Authorizer review shall be conducted according to law, regulation and rule.

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<sup>57</sup> Section 22-8B-12(J) NMSA 1978.

## **Article VIII. Suspension, Nonrenewal and Revocation.**

### **Section VIII.01 Suspension, Nonrenewal and Revocation.**

The charter may be suspended, revoked, or not renewed by the Authorizer as set forth in law, regulation, rule or policy that complies with law and as set forth in this Contract.

The Authorizer is not required to allow corrective action as set forth below if the unsatisfactory review warrants revocation.<sup>58</sup> Until such time as the NMPED promulgates regulations setting forth procedures for revocation, the Parties shall follow the processes set forth in the Uniform Licensing Act<sup>59</sup> and such other Rules of Civil Procedure as agreed to by the Parties in conjunction with the revocation proceedings under the Charter School Act, but only to the extent such processes are consistent with the provisions of the Charter Schools Act.

### **Section VIII.02 Corrective Action Required by Authorizer for Actions Not Warranting Immediate Revocation.**

If, based on a performance review conducted by the Authorizer, the School's organization, academic or financial performance appears unsatisfactory or the Authorizer believes there to be a breach of this Contract not warranting immediate revocation, the Authorizer may initiate the process to implement a corrective action plan. The Authorizer shall notify the School of the unsatisfactory review and provide a reasonable opportunity for the School to remedy the Authorizer's concerns.

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<sup>58</sup> Section 22-8B-12(F) NMSA 1978

<sup>59</sup> Section 61-1-1 et. seq. NMSA 1978 and associated rules and regulations

**(a) Notice of Unsatisfactory Performance (NUP) for actions not warranting immediate revocation.**

The Authorizer shall provide written notice to the School no more than 10 business days after determining that there is unsatisfactory performance related to the School's organization, the School's academic or financial performance appears unsatisfactory, or the Authorizer believes there to be a breach of this Contract not warranting immediate revocation.

**(b) Response for actions not warranting immediate revocation.**

The School shall respond to the NUP within 10 business days, unless an extension is agreed to by the Authorizer. The response shall be in writing and shall include all documents that support the response.

**(c) Corrective Action Plan (CAP) for actions not warranting immediate revocation.**

After receiving the School's response to the NUP, the Authorizer may require the School to present a Corrective Action Plan that addresses the identified deficiencies; provided that if the unsatisfactory review and School's response to the NUP warrants revocation, the Authorizer may begin revocation procedures. The Authorizer shall provide clear timelines for complying with the Authorizer's demand for corrective action.

**(d) CAP Development for actions not warranting immediate revocation.**

If a CAP is required by the Authorizer, the School shall develop the CAP along with a proposed timeline for correcting the alleged deficiencies and submit the CAP to the

authorizer for review, comment, and approval. The Authorizer may require the school to review and revise the plan if it is not effective in remedying the deficiency.

**(e) Effect of Successful CAP Response for actions not warranting immediate revocation.**

Successful completion of the CAP shall be acknowledged by the Authorizer in writing and the corrected infractions addressed by the CAP shall not be a basis for future for nonrenewal or revocation actions. However, if the School does not successfully correct the Authorizer's concerns, the Authorizer may take additional steps to insure compliance, which include, but are not limited to seeking assistance from the CSD or another technical assistance provider to implement a plan for correcting the Authorizer's concerns. Failure to comply with the requirements of the CAP may also be considered by the Authorizer when making decisions about renewal, suspension or revocation.

## **Article IX. School Closure.**

Any permanent School closure shall be conducted according to applicable law, regulation rule or policy that complies with law.

## **Article X. General Provisions.**

### **Section X.01 Order of Precedence.**

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) a provision in the annual Performance Frameworks that conflicts with a provision in the Contract shall take precedence over that provision in the Contract.

This Contract shall not take precedence over any applicable provisions of law, rule or regulation.

## **Section X.02 Amendments.**

### **(a) Terms Requiring Amendment.**

Any modification of the contract requires an amendment that must be agreed to and executed by both parties. The Authorizer is required by law to vote on this amendment in an open public meeting. The party requesting the amendment will submit the requested amendment to all entitled to notice in section 2.02.

### **(b) Authority to Amend.**

No amendment to the Contract shall be valid unless ratified in writing by the Authorizer and the School and executed by its authorized representatives.

### **(c) Process.**

The School must first vote in a public meeting to approve any proposed amendment to the Contract or Essential Documents. The School must then submit the requested amendment to the Authorizer's legal counsel. The Authorizer shall vote on the proposed amendment within 60 days of the request. If the Authorizer denies the

amendment, the School may appeal the decision to the Secretary of the NMPED. Until the time that NMPED promulgates appropriate regulations; the procedure for this appeal will be the same as provided in NMSA 22-8B-9(C).

### **Section X.03      Merger.**

The Contract and Essential Documents to this Contract contain all terms, conditions, and understandings of the Parties relating to its subject matter. All prior verbal representations, understandings, and discussions are superseded by this Contract.

### **Section X.04      Non-Assignment.**

Neither Party shall assign or attempt to assign any rights, benefits, or obligations accruing to the Party under this Contract unless the other Party agrees in writing to any such assignment.

### **Section X.05      Governing Law and Enforceability.**

This Contract shall be governed and construed according to the Constitution and laws of the State of New Mexico. If any provision of this Contract or any application of this Contract to the School is found to be contrary to law, such provision or application shall have effect only to the extent permitted by law.

### **Section X.06      Severability.**

If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect, unless otherwise terminated by one or both of the Parties in accordance with the terms contained herein. Either Party may revoke this Contract if a material provision is

declared unlawful or unenforceable by any court of competent jurisdiction and the Parties do not successfully negotiate a replacement provision.

#### **Section X.07      Changes in Law, Rules, Procedures or Forms.**

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, however, that the change does not impair the existing Contract and the Parties' respective rights hereunder. 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, to the extent that the change does not impair the Parties' respective rights hereunder. No such amendment is required to only amend or correct any references to statute, rule, regulation or document provision set forth in this Contract.

#### **Section X.08      No Third Party Beneficiary.**

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the Authorizer and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

#### **Section X.09      No Waiver.**

The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.

#### **Section X.10      Authorized Signatories.**

The Parties hereby declare that their president/chair or their authorized designee shall be or has been duly authorized to sign this Contract.

**Approved:**

**New Mexico Public Education  
Commission**

By: Carolyn Shearman

Title: Chair

Signature:

Date:

**Approved:**

**Monte del Sol Charter School**

By: Brett Fraunglass

Title: Chair

Signature:

Date: *(Final draft effective July 1 2015)*

Monte del Sol Charter School  
Presentation for Consideration for Charter Renewal by  
Santa Fe Public School

**1. Statement of Reason for Seeking Charter Renewal**

**2. Who is Monte del Sol Charter School? (at a glance)**

**3. The Cool**

Mentorships

Camping

Beginning of the year

Chaco Canyon

8th Grade Wilderness

Outdoor athletics which introduced 15 students to downhill skiing

Sustainable College and Career Readiness

Certificate pathways in Healthcare, Culinary and Sustainable Technologies

International Trips

Japan last year, Spain this year. LISTO with the SFCC a couple of years ago.

The Peace Museum

A year-long Project Based Learning effort with support from the Lannan

Foundation, including the projects being exhibited to the public at the

Foundation's offices

**4. The Nitty Gritty**

Financial Status

Statement of Net Position June 30, 2018

Findings and responses for year ending June 30, 2018

Operations

PEC/CSD Authorized Annual Monitoring

**5. Where the Rubber Meets the Road**

Institutional Growth (last 5 years: D, D, C, D, D--no longer on the webpage!)

Letter Grade

Student Growth

Academic Performance Framework with PEC

PPE - 2 years-finished

Santa Fe Center For Transformational School Leadership - 4 years-starting

### **Why move back to the district?**

As a state charter school, Monte is authorized by the Public Education Commission (PEC) and managed by the PED through the Option for Parents and Families (formerly Charter School Division). Neither institution is focused on Santa Fe. A critical component of our charter is a focus on community, and we miss being part of the district. There are several synergies that come with being authorized by the district.

We would like to initiate inter-school activities with like schools (charter and magnet) as well as regular public schools. We have collegial relationships with other Santa Fe schools, such as Mandela, whose incoming Principal Learner was a teacher and former colleague in Monte's LISTO (Language Institute for Sustainability and Transformative Education in Oaxaca) program. The city has launched Inspire Santa Fe, another variation of a mentorship program with whom we are collaborating. We want to share with the district how we get 150 students a year into mentorships and prepare them for their all-school presentations. All students must complete two mentorships to graduate, which means that the students who would most benefit participate.

We moved to the state four years ago, during my first year as Head Learner. My analysis in hindsight was mistaken: rather than moving from the oversight of two bureaucracies to one, we essentially ended up moving from oversight by one institution to in our community to oversight by two separate state-wide agencies that don't always see eye-to-eye. We want to come home.

# Who is Monte del Sol Charter School?

June 4, 2019

Enrollment on 120th day:

2019 - **347**; 2018 - **340**; 2017 - **344**; 2016 - **358**; 2015 - **355**

School Grade

2018-19 **D**; 2017-18 **D**; 2016-17 **C**; 2015-16 **D**; 2014-15 **D**; 2013-14 **B**;  
2012-14 **B**

Demographics:

(From 2017-2018 PED District report Card)

74% Hispanic

19% Caucasian

5% Asian

2% Other (African American, Native American, Pacific Islander)

67% Economically Disadvantaged

17% Students w/Disabilities (Special Education)(2019 data)

15% English Learners (Does not include all bilingual)

15% Recently Arrived in the U.S.

## 4 year graduation rates (Cohort of 2017):

Monte del Sol Total:	72%	SFPS: 69%	State: 71%
MdS Economically Disadvantaged:	75%	SFPS: 69%	State: 66%
MdS Students w/ Disabilities:	69%	SFPS: 52%	State: 62%
English Learners:	78%	SFPS: 62%	State: 68%

## 2017-18 Achievement Data (PARCC & SBA)

Reading Proficiency: 23%	SFPS: 36%	State: 39%
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Math Proficiency: 12%	SFPS: 18%	State: 21%
7th grade Science Proficiency: 37%	SFPS: 33%	State: 43%
11th grade Science proficiency: 29%	SFPS: 19%	State: 27%

### **Mentorship Program**

56% of students taking a mentorship in 2017-2018 showed a .3 increase in their GPA or had a GPA of 3.5 or better

#### **Recent Mentorships Offered:**

##### **Arts**

Hip Hop Dancing, Visual Arts, Music, Music Theory, Acoustic Guitar, Clay Sculpture, Folklorico Dance, voice, Tango, Fire Dancing, Middle Eastern Dance, Theatre, Salsa Dance, Photography, Violin, Glass Blowing, Graffiti Art, Break Dancing, Cake Decoration, Piano, Mariachi, Bass Guitar, Painting, Pottery, Ceramics, Sculpture, Stone Carving, Drumming, Portrait Drawing, Mural Painting, Electric Guitar, Digital Photography, Pyrography (Wood Burning Art,) Printing,

##### **Humanities**

American Sign Language, Creative Writing, Pedagogy, Japanese Culture, Psychology, Architectural Restoration, Korean language and Culture, Activism/Social Justice,

##### **Athletics**

Aerial Fabric, Physical Fitness, Skateboarding, Soccer, Bowling, Archery, Horseback Riding, Rock Climbing, Fencing, Jiu Jitsu, Mountain Biking, Kickboxing, Basketball, Fencing, Marine Training, Circus Performance, Football, Marksmanship & Gun Safety, Boxing,

**Careers**

Immigration Law, Fashion Design, Auto Body Work, Music Business, Marketing, Carpentry, Electrical Engineering, Culinary Arts, Physical Therapy, Veterinary Medicine, Special Effects Makeup, Real Estate, Radio Arts, Horse Care, Municipal Government, Aviation, Nursing, DJ, Dentistry, Film Production, Law, Emergency Room Medicine, Surgery, Baking, Restaurant Management, Large Raptor Handling, Social Entrepreneurship, Firefighting, Sports Cinematography, Nutrition, Labor and Delivery Nursing, Sports Journalism, Welding, Psychotherapy, Pharmacy, Horse Whispering, Nutrition, Emergency Communications 911, Pediatrics, Wealth Management.

**Science & Technology**

Astronomy, Motorcycle Mechanics, Computer Hardware, Chemistry, Blacksmithing, Chain Mail, Bicycle Repair, Bioinformatics, Robotics, Sound Design, Computer Animation, Mathematics, Blade Forging, Aerospace Engineering

**Sports Offered**

Girls: Basketball, Soccer, JV and Varsity Volleyball

Boys: Soccer, JV and Varsity Basketball

**Other Random Facts**

- ◊ 64% of teachers hold advanced degrees.
- ◊ 44% of teachers have 10 or more years at Monte.
- ◊ 6 teachers have been at Monte for at least 19 years.

## **Post-Graduation Destinations**

### **MONTE DEL SOL COLLEGE ATTENDANCE 2005-2018**

Students from our 13 graduating classes have been accepted to the following institutions of higher learning:

Allegheny, American Dramatic & Musical Academy, American U, Antioch, School of the Art Institute of Chicago, Aveda Institute, Bard, Barnard, Bel-Rea Institute (Vet Tech), Bennington, Berklee College of Music, Boston U, Cal Poly, U C Berkeley, Santa Cruz, and San Diego; Central NM Community College, Colorado College, Colorado Mountain College, Colorado State U, Columbia College, Cornish, U of Colorado Boulder, Culinary Institute of America, U of Denver, Doña Ana CC, Drew, Drexel, Duke, Eastern NM, Eckerd, Elon, Emerson, Eugene Lang, NM Firefighter Academy, Fort Lewis, George Washington U, Goucher, Grinnell, Hamilton, Hampshire, Harvard, U of Hawaii, U of Illinois Chicago, Institute of American Indian Arts, Ithaca College, Kalamazoo, Knox, Lafayette, Lewis & Clark, Long Island U Global, Maharishi University of Management; U of Malaga/Spain, Marlboro, U Mass, MIT, Mills, Naropa, New College of Florida, UNM, NM State, NM Tech, NM Highlands, Northern Arizona U, Northern NM College, NYU, Oberlin, Occidental, Oregon College of Arts & Crafts, Otis School of Art & Design, Pacific Northwest College of Art, Prescott College, Portland State U, Princeton, U of Puget Sound, RPI, Rocky Mountain College of Art & Design, San Antonio CC, Santa Fe CC, Santa Fe U of Art & Design, Sarah Lawrence, Scripps, Scherer School of Massage (now called SF School of Massage), St. Edwards, St. John's College, Stanford, Tufts, Warren Wilson, U of Washington, Western Washington U, Whitman, Whittier, Willamette U

### *School Community*

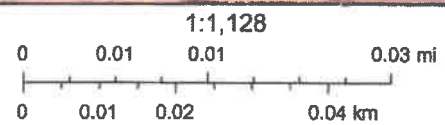
*Camping Trips, Political Activism, Senior Dinner, Burnt Spaghetti Dinner*



6/3/2019, 11:08:32 AM

### School Locations

- Mid/High



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

# Cool

## Artifacts

Mentorship  
Museum of Peace  
Sustainable College and Career Readiness



## The Mentorship Program *At* Monte del Sol Charter School

**Every year approximately 150 Students** experience hands-on learning through their yearlong mentorships ranging from blacksmithing to veterinary, barrel racing to mathematics, ballet to beekeeping and more.

The Mentorship Program, a cornerstone of the school since 2000, fosters a process in which students learn because they feel connected to someone who cares about them, their progress, and their potential for making a significant contribution with their skills and knowledge out into the world.

This innovative curriculum, which now serves as a model for other schools in the district, plays a leading role in connecting our students into the community. Each student is required to do two years of mentorship in order to graduate, and many do more. Mentorships are significant in both the protégés' and mentors' lives, offering a unique learning environment precisely because they begins with an interest or passion born from the student.

*"The structure of the Mentorship Program allowed me to connect to these young men on a level that I could never quite achieve in even my smallest classroom setting ...we were free to do what humans do best. We could explore. We could discover. And we could learn."*—Monte del Sol Mentor and Teacher

*"Anything humanly possible is possible within the mentorship program, which is what makes it special and a blessing for the school and its students. It can make or break a career decision, and alter the course of your days forever if you enjoy the experience, and finally educate you further on whatever you desire."* — Monte del Sol Student



### Mentorship Program in a Snapshot

- ~ Student picks a field of interest (August/September)
- ~ Student matched w/ mentor (September/October)
- ~ Mentors gift their time to the student
- ~ Meeting, two hours per week
- ~ Students' Commitment/Respect/Responsibility crucial
- ~ Program runs September/October through April/May
- ~ Students & families responsible for transportation
- ~ Complete written portfolio (early - April)
- ~ Attend Mentor Appreciation Evening (mid-Feb)
- ~ Perform/present at Mentorship Festival (late - April)
- ~ One credit per Mentorship per year (two needed for graduation)

Contact Giselle Piburn, Mentorship Program Director at 505-982-5225 x115 or [gpiburn@montedelsol.org](mailto:gpiburn@montedelsol.org)

## What it Means to Be Peaceful

Sophomores at Monte del Sol have spent the last year exploring the origins of peace and conflict with Lannan support

Students Aryeh Mondary and Noelle Morningstar work an LGBTQ art response, which includes three portraits and five hand-painted flags. | Courtesy Monte Del Sol Charter School

By Leah Cantor | April 16

Over the course of the last year, 10th-grade students at Monte del Sol Charter High school have been involved in an unusual initiative: History teacher Sierra Corriveau and English teacher Elizabeth Tidrick collaborated on joint history and literature class this year, based on the topic of peace and conflict. Both teachers agree that for the charter school, the class was one-of-a-kind. The two spent the summer designing a curriculum around the nontraditional teaching method of project-based learning, in which students learn through doing rather than memorizing facts and answers to a test, and spend much more time working on projects that they have selected themselves than in a normal curriculum. The final class projects is on display in a two-day installation of a "Peace Museum" at the Lannan Foundation Meeting House on Friday and Saturday April 19 and 20.

For the first half of the year, students learned about various conflicts from around the world. They read the literary accounts of people who have lived through genocides and discussed true experiences of living through conflict and creating peace at guest presentations by various members of the community, including a Special Ops veteran, a survivor of the Sierra Leone Civil War, the son of a Holocaust victim, Pulitzer Prize-winning photojournalist Don Berletti and a panel from the Peace Corps.

"Given everything that is going on in the world right now, it really felt important for the kids to be thinking through these things," says Corriveau. "The benefit of project-based learning is that the kids are much more personally invested and interested in the outcome of the class."

In one of the final classes leading up to the installation of the project, students share their reflections on the course with SFR.

One of the most important lessons the students return to as a takeaway is the importance of peace as a personal practice. "Peace can be contagious," says Brayan Roybal, "but it starts with the individual. It starts with learning to be peaceful in oneself. Honestly, after looking at all the genocides, they all started with conflicts, and conflicts start from disagreements, and disagreements start from not really being willing to listen, not really seeing each other. So that's what we have to do here in our own communities—is learn to be peaceful in ourselves and not judge each other."

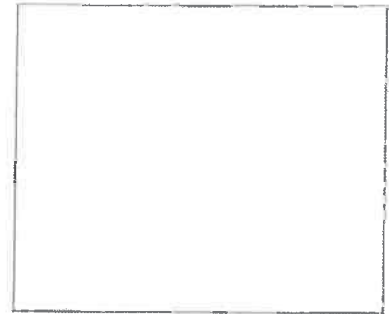
Another student, Prayas Pradhan, says, "I thought there was good and bad. Now I know that there are gray areas. The bad guys, we can't just look at them like bad guys. We also have to see them as people who were probably hurt in the past or who were scared."

The students ended the course by reflecting on the topics covered throughout the year in artistic projects based on research into specific issues. One group studied methods of cultivating peace at a personal level and built a mindfulness cabin that will be set up in the museum as a sanctuary where visitors and sit in quiet reflection. Other groups chose to study the topics of LGBTQ violence, rape survivors, the glorification of gun violence, and PTSD. The public can see both personal projects and a final group art pieces on the topics over the weekend at the installation.

The effort that the students put into grappling with these difficult topics is evident in the passion with which they talk about the class as they speak about how to nurture peace in society, and how it's relevant to the problems they face as young people in an uncertain world.

"This was not part of a regular community grant program," says Linda Carey, a representative of the the Lannan Foundation, which provided funding for the experiment.

When Tidrick came to them with the idea, says Carey, "We just thought that what they were doing was really in line with what the Lannan Foundation is all about, and we were touched that the kids would have the opportunity to study social justice issues, some of which have a really direct effect on their lives."



### RELATED STORIES



Rio Arriba sheriff's deputy Tases student



Refinance Route



Amateur Anglers

LOAD MORE

The course is unlikely to become a regular part of the curriculum at Monte del Sol, but it raises the question of how to most effectively engage students in topics such as this one that have no clear "right" answers. The teachers agree that project-based learning provides an intriguing alternative to traditional methods.

"Peace is all about learning how to communicate," says student Daniela Gonzalez-Trejo. "Our society needs to get better at this, because being peaceful doesn't mean that everyone has to think the same way. In the class I learned how important it is to be okay with people having different perspectives."

Lucas Rosas concludes, "It's about learning not to judge a book by its cover. Not to judge or stereotype other people, because you never know what's going on inside of someone."

#### **Monte del Sol Peace Museum**

5-7 pm Friday April 19 and 10 am-2 pm Saturday April 20. Free. The Lannan Foundation, 309 Read St., 986-8160.

## **COMMENTS**

Sponsored Links

### **If Your Dog Eats Grass (Do This Every Day)**

Ultimate Pet Nutrition

### **Martial Artist Bolo Yeung Is 72 & How He Lives Now Will Make You Especially Sad**

Miss Penny Stocks

### **This Is What Happens To Dark Spots (When You Do This Every Morning)**

Gundry MD Dark Spot Diminisher

### **The Skin Toxin In Your Home (That Most People Don't Know About)**

Beverly Hills MD

### **At 82, Jack Nicholson Lives Modest Life With His Partner**

Cash Roadster

### **See The Facial That Can Take 10 Years Off Your Appearance**

Marie Claire | Hanacure

# Monte del Sol Charter School

## Sustainable College and Career Readiness

### Learn and Earn by Doing

2019/2020 School Year Monte del Sol with SFGC will offer:

- **Learn and Earn** by taking classes to earn credit towards both a High School Diploma and a SFGC Certificate and/or Associates Degree
- **Doing:** Students will participate in Mentorships and in Hands-on Projects
- **SCCR Program** participants will also receive the following: 1:1 Career and College Counseling, Career Readiness Classes, Wrap-Around Services and 12 months of 1:1 Post Graduation Support

To apply go to the Mds website and click on this [THIS LINK](#) or use QR Code  
Students will interview for a spot early may for the 2019/2020 school year.



College

Sustainable  
Technology

Health Care

Culinary  
Arts

Career

# Sustainable Future

**Interested in Earning College Credit?**

**Want to Learn about Different Careers?**

**Mds will be offering the**

**following classes Fall 2019**

**Intro to Sustainability:**

An introduction to the roots and history of the sustainability movement.

Explore; Solar, Wind, Bio Fuels, Greenhouse Management.

**Culinary Fundamentals I:**

Introduces the many skills necessary to become a professional chef.

**Learn and Earn by Doing**

**Intro to Healthcare Career:**

This course introduces students to various health professions and the

behaviors and skills necessary for success in the health field.

**EARN both High School and College Credit at the same time**

**LEARN skills that can get you ahead!**

**Interested?**

**Sign up in the office or contact DJ!**

**Sustainable Future**

# Monte del Sol Charter School

## 2019 Summer

### Sustainable Agriculture Academy

In Collaboration with SFCC, MDS will be offering a

**Dual Credit Sustainable Agriculture Course**

Students will learn about

Greenhouse and Garden Design and Cultivation

Course will run from June 10th-July 11th

**Sign up in the Office or Contact DJ**

### Sustainable Future



# Monte del Sol Charter School

## 2019 Summer Culinary Academy

In Collaboration with SFCC, Mds will be offering  
**Dual Credit Culinary Courses**



Students will learn  
Soups, Sauces and SW Cuisine  
Course will run from  
**June 10th-July 11th**  
Sign up in the Office or Contact DJ

# Sustainable Future

# Nitty Gritty

## Artifacts

PEC Authorized Annual Monitoring 2017-18

State of NM Schedule of Findings and Questioned Costs Year Ended June 30, 2018  
and Management responses

Statement of Net Position as of June 30, 2018

MONITORING INSTRUMENT ITEM REPORT  
**Monte Del Sol Charter**  
**PEC AUTHORIZED ANNUAL MONITORING**

I. ACADEMIC PERFORMANCE FRAMEWORK

**I-A.00: NM A-F grading system**

SEA Status	Does Not Meet Standard
LEA Status	In Progress
Comments by SEA	<p>8.21.18 PED RATING: According to the school's performance framework, a school letter grade of D is rated as Does Not Meet Standard. Within 40 days (no later than September 30, 2018), the school must provide the school improvement plan to the PEC or participate in NM DASH.</p> <p>12.11.17 Site Visit: The 2017-2018 A-F school letter grade had not been determined at the time of the site visit. The A-F school letter grade will be made available in August/September 2018.</p> <p>Requested Follow-Up: None.</p>
Comments by LEA	
Compliance Indicators	This is the location for the state report card data for the most recent school year, generally released in August/September.
Requested Documents	School Improvement Plan/NM Dash Plan required for schools with less than a C letter grade on the previous year's state report card
Other Documents	
Legal References	

I. ACADEMIC PERFORMANCE FRAMEWORK

**I-A.01: Required Academic Performance Indicators**

SEA Status	Does Not Meet Standard
LEA Status	In Progress
Comments by SEA	<p>08.29.18 PED Rating: The PED team has rated this Indicator as Does Not Meet Standard because the school earned Does Not Meet on two (2) of the three (3) mission specific goals as follows:</p> <p>2) Does Not Meet Standard because, according to the school, 60-74% of students (67%) made at least one year's growth in reading short-cycle assessment scores when comparing beginning year results to later results OR scored at or above the grade level norm.</p> <p>3) Does Not Meet Standard because, according to the school, 60-74% of students (71%) made at least one year's growth in mathematics short-cycle assessment scores when comparing beginning year results to later results OR scored at or above the grade level norm.</p> <p>4) Meets Standard because 60-74% of identified students (64%) made at least one year's growth in math short-cycle assessment scores when comparing beginning year results to later results OR scored at or above the grade level norm.</p> <p>12.11.17 Site Visit: The PED team observed documentation that the school administered short-cycle assessments (i.e., NWEA) during fall as required by its mission-specific Indicators. The school was reminded to submit an update of their short-cycle assessment results as well as data it has collected on its "innovative Indicator" (Monte Del Sol Performance Framework, p. 7) focused on improvement of grade point average (GPA) through</p>

## MONITORING INSTRUMENT ITEM REPORT

### Monte Del Sol Charter

### PEC AUTHORIZED ANNUAL MONITORING

mentorship. Submission must be through the web-EPSS monitoring tool platform by the 120D reporting period which is February 15, 2018 as required by the Public Education Commission (PEC).

**Requested Follow-Up:** School provides evidence it is tracking student progress on mission-specific indicators (i.e., NWEA short-cycle assessments and GPA/mentorship) and upload such document into the web-EPSS (sec. I-A.01) no later than the 120D (February 15, 2018). The school must also provide at the end of the school year its analysis of progress towards each mission-specific indicator (3 focused on NWEA progress in reading, math, and Q1 performance in NWEA-math). The analysis must be accompanied by the NWEA "Achievement Status and Growth Projection" reports themselves (published by the vendor) for each teacher that lists individual student results during the winter or spring semester test administration(s) in both math and reading. The school **MUST** identify (e.g. color-code) students who were identified as Q1 based on fall NWEA-math assessment showing their progress on subsequent test (either winter or spring).

#### Comments by LEA

#### Compliance Indicators

This is the location for all school reports that will be uploaded by the school to support progress toward Mission Specific Indicators.

#### Requested Documents

Mid-Year Data to demonstrate progress toward indicators

School's analysis, along with supporting verifiable EOY data, to demonstrate progress toward indicators

#### Other Documents

#### Legal References

#### I. ACADEMIC PERFORMANCE FRAMEWORK

#### I-A.02: Optional supplemental Indicator(s)

#### SEA Status

Meets Standard

#### LEA Status

In Progress

#### Comments by SEA

08.29.18 PED Rating: The PED team has rated this indicator as Meets Standard because 57% (between 50 and 59%) of students who took a mentorship showed an increase of 0.3 in their GPA or had a 3.5 GPA.

**INNOVATIVE INDICATOR:** This indicator explores brave new territories in education. The PEC and the parties agree that this indicator will not be used as a basis for non-renewal.

#### INCREASE GPA THROUGH MENTORSHIP

Monte del Sol Charter School's Mentorship program increases students' confidence and ability to manage new and challenging events. As a result, they enjoy greater success in the classroom and out.

We have used the General Self-Efficacy Scale (GSE) with our students to illustrate the impact of the mentorship program on our students. Self-Efficacy is "the belief that one's actions are responsible for successful outcomes." (Bandura A 1997 Self-efficacy: The exercise of control.) The sooner a student develops self-efficacy, the sooner they can make constructive decisions in school (and life) that increase their chances to succeed.

We expect that increase in self-efficacy to translate to improving one's grades, as measured by GPA. Hence, a student who engages herself in a mentorship will see an increase in her GPA the following year.

"According to theory and research, self-efficacy makes a difference in how people feel, think and act (Bandura, 1997). In terms of feeling, a low sense of self-efficacy is associated with depression, anxiety, and helplessness. Persons with low self-efficacy also have low self-esteem, and they harbor pessimistic thoughts about their accomplishments and personal development. In terms of thinking, a strong sense of competence facilitates cognitive processes and performance in a variety of settings, including quality of decision-making and academic achievement."

The measures are as follows:

**Mentorship Goal.** A student in grades 9, 10 or 11 who has taken a mentorship the previous year will increase his/her Annual GPA from the previous year. "Annual GPA" will be defined as the GPA for all of the courses that student took for that school year, and not a cumulative GPA for the student's career at Monte del Sol.

#### Comments by LEA

**MONITORING INSTRUMENT ITEM REPORT**  
**Monte Del Sol Charter**  
**PEC AUTHORIZED ANNUAL MONITORING**

Compliance Indicators	This is the location for all school reports that will be uploaded by the school to support progress toward Optional Supplemental Indicators (if applicable).
Requested Documents	Mid-Year Data to demonstrate progress toward indicators School's analysis, along with supporting verifiable EOY data, to demonstrate progress toward indicators
Other Documents	
Legal References	

**II. FINANCIAL PERFORMANCE FRAMEWORK**  
**II-A.00: Operating Budgets**

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	<p>08.21.18 PED Rating: The PED team has rated this indicator as Meets Standard because the school provided the financial self-assessment survey, signed by the school principal, school business manager, and the chairperson of the Finance Committee. It was submitted timely, prior to 8/1/18.</p> <p>12.11.17 Site Visit. As required in the Performance Framework document (see NM Stat § 22-8B-9.1) &amp;quot;on a date specified in early August, following the final reporting on the previous FY, the school principal, school business manager and the chairman of the finance committee will complete and sign the questionnaire made up of the questions set forth below&amp;quot; (see Performance Framework document, page 6-12, questions #1-8). Requested Follow-Up. School provides signed copy of the questionnaire (i.e., questions #1-8 beginning on page 6 of the Performance Framework document). School should upload one (1) questionnaire (into this section II-A.00) instead of uploading the same questionnaire in subsequent sections.</p>
Comments by LEA	
Compliance Indicators	Was the information required for the budget provided on time for the current year and the previous year, if requested by the PEC or its delegate? If not, why not? If not, how long was it before it was turned in? If required, has the school implemented a Corrective Action Plan (and/or a PEC-approved Financial CAP)?
Requested Documents	Evidence requested as follow-up, if any, in the "Comments by SEA" section above Self-assessment Survey from Performance Framework (pages 6-12) completed and signed by Head Administrator, Business Manager and Finance Chair
Other Documents	
Legal References	

**II. FINANCIAL PERFORMANCE FRAMEWORK**  
**II-A.01: Audits**

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	08.21.18 PED Note: Audit findings, CAPs, and evidence of implementation are addressed in sections IV-A.00 and IV-A.01.

**MONITORING INSTRUMENT ITEM REPORT**  
**Monte Del Sol Charter**  
**PEC AUTHORIZED ANNUAL MONITORING**

03.22.2018 PED NOTE. The PED reviewed the FY17 Financial Audit. The FY17 Financial Audit findings are as follows:  
 2016□001 Expenditures Exceed Budget (Compliance) Repeated and Modified Condition: The Charter School has expenditure functions where actual expenditures exceeded budgetary authority: Fund Excess of Expenditures over Appropriations Student Transportation (13000) Instruction \$ (14,691) Title IASA (24101) Instruction \$ (3,560) Literacy for Childre n at Risk (27107) Instruction \$ (375) Capital Improvement HB□33 (31600) General Administration \$ (304) The school has not made progress on this finding, the school continues to excess budget authority by function Requested Follow-up:  
 1 - By April 16, 2018, the school must provide its Corrective Action Plan addressing all non-compliance findings, significant deficiencies, and/or material weaknesses to the PED's Audit Bureau using the PED template provided to the school. In addition, please also submit the Audit CAP to charter.schools@state.nm.us. Please refer to the memo signed by Acting Deputy Secretary, Finance and Operations, Marian Rael sent via by Action ASD Director/CFO and Audit and Accounting Bureau Chief, Amelia Saiz, on March 16, 2018 at 2:42pm. During the school's next site visit, the CSD may review implementation of the school's Audit CAP.  
 2 - By June 30 , 2018, in addition to submitting the Audit CAP to the Audit Bureau and to charter.schools@state.nm.us, the school must also upload into Web-EPSS evidence of actions it has taken to remedy finding(s) as identified in the FY17 audit report (such as, but not limited to, for example: audit committee meeting minutes initially reviewing/discussing findings, minutes from subsequent meetings showing that the committee is monitoring the school's efforts to remedy identified findings, etc.).  
 12.11.17 PED Note. See section II-A.00.

Comments by LEA	
Compliance Indicators	To the best of the knowledge of the financial staff of the school, was the information required for the audits provided on time for the most recent audit? If not, why not? If not, how long before it was turned in? What was the date of the letter from the school certifying its readiness to proceed with an audit review?
Requested Documents	
Other Documents	Evidence of response to any Audit Findings, if applicable. If so requested in "Comments by SEA" above, school to upload CAP immediately and evidence of implementation by EOY.
Legal References	

**II. FINANCIAL PERFORMANCE FRAMEWORK**  
**II-A.02: Periodic Reports**

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	12.11.17 PED Note. See section II-A.00.
Comments by LEA	
Compliance Indicators	Is this school on quarterly or monthly reporting? Were the reports for the current year turned in on time? For the current year, did the actual expenditures plus encumbrances ever exceed the budget authority within function? Was it corrected? For each of the last four reports, was the existing cash balance plus anticipated SEG funding sufficient to cover the next month's expenditures at that time? If not, why?
Requested Documents	Evidence to support substantial compliance with timely submittal of required reports, if so requested in "Comments by SEA" above.
Other Documents	
Legal References	

MONITORING INSTRUMENT ITEM REPORT  
**Monte Del Sol Charter**  
**PEC AUTHORIZED ANNUAL MONITORING**

II. FINANCIAL PERFORMANCE FRAMEWORK

**II-A.03: Expenditures**

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	12.11.17 PED Note. See section II-A.00.
Comments by LEA	
Compliance Indicators	Were there any invoices pending for more than 90 days in the current year? Were payroll liabilities paid timely in the current year?
Requested Documents	Evidence to support substantial compliance with timely paying expenditures, if so requested in "Comments by SEA" above.
Other Documents	
Legal References	

II. FINANCIAL PERFORMANCE FRAMEWORK

**II-A.04: Reimbursements**

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	12.11.17 PED Note. See section II-A.00.
Comments by LEA	
Compliance Indicators	Were all requests for reimbursements submitted to meet PED-mandated deadlines in the current year?
Requested Documents	Evidence to support substantial compliance in seeking reimbursements, if so requested in "Comments by SEA" above.
Other Documents	
Legal References	

II. FINANCIAL PERFORMANCE FRAMEWORK

**II-A.05: Audit Reviews**

SEA Status	Meets Standard
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**MONITORING INSTRUMENT ITEM REPORT**  
**Monte Del Sol Charter**  
**PEC AUTHORIZED ANNUAL MONITORING**

LEA Status	In Progress
Comments by SEA	<p>08.21.18 PED Note: Audit findings, CAPs, and evidence of implementation are addressed in sections IV-A.00 and IV-A.01.</p> <p>03.22.2018 PED NOTE: See Note dated 03.22.2018 in Section II-A.01</p> <p>03.22.2018 PED NOTE: The PED reviewed the FY17 Financial Audit. The FY17 Financial Audit findings are as follows:</p> <p>2016□002 Controls Over Cash Disbursements – (Significant Deficiency) Modified and Repeated Condition: In 2 out of 25 disbursements tested, the purchase order was dated after the invoice date, indicating that the purchase was not properly approved before it was made. In 1 out of 10 special charges disbursements tested, the charter was unable to provide supporting documentation, a total of \$22,100. Additionally, ERB contributions were understated in the general ledger for ERB expense for the current fiscal year for a total amount of \$7,569, management was unable provide proper reconciliation for the differences noted. The school has made no progress on lack of controls over disbursements, believes the issues are due to the change in Business Manager.</p> <p>2016□004 Timely Deposits – (Compliance) Modified and Repeated Condition: During our cash receipt testing, out of 25 transactions tested, we noted 1 instance totaling \$295, in which the funds were not deposited at a financial institution within 24 hours of receipt. The school has made no progress deposits, believes the issues are due to the change in Business Manager.</p> <p>Requested Follow-up:</p> <p>1 - By April 16, 2018, the school must provide its Corrective Action Plan addressing all non-compliance findings, significant deficiencies, and/or material weaknesses to the PED's Audit Bureau using the PED template provided to the school. In addition, please also submit the Audit CAP to charter.schools@state.nm.us. Please refer to the memo signed by Acting Deputy Secretary, Finance and Operations, Marian Rael sent via by Action ASD Director/CFO and Audit and Accounting Bureau Chief, Amelia Saiz, on March 16, 2018 at 2:42pm. During the school's next site visit, the CSD may review implementation of the school's Audit CAP.</p> <p>2 - By June 30, 2018, in addition to submitting the Audit CAP to the Audit Bureau and to charter.schools@state.nm.us, the school must also upload into Web-EPSS evidence of actions it has taken to remedy finding(s) as identified in the FY17 audit report (such as, but not limited to, for example: audit committee meeting minutes initially reviewing/discussing findings, minutes from subsequent meetings showing that the committee is monitoring the school's efforts to remedy identified findings, etc.).</p> <p>12.11.17 PED Note. See section II-A.00.</p>
Comments by LEA	
Compliance Indicators	What were the findings, if any, from the last released audit? Were any of the findings a repeat finding from last year? Were there any other findings? (Internal control findings are listed in Section IV-A.00. Material weaknesses and/or significant deficiencies are listed in Section IV-A.01.)
Requested Documents	Evidence of responding to audit findings, if any, in a manner sufficient to remedy the audit finding, if so requested in "Comments by SEA" above.
Other Documents	
Legal References	

**II. FINANCIAL PERFORMANCE FRAMEWORK**

**II-A.06: Meals**

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	12.11.17 PED Note. See section II-A.00.

# MONITORING INSTRUMENT ITEM REPORT

## Monte Del Sol Charter

### PEC AUTHORIZED ANNUAL MONITORING

#### Comments by LEA

Compliance Indicators	If the school serves meals to students, were there any audit findings noted regarding food contracts?
Requested Documents	Evidence of managing food service contracts appropriately, if so requested in "Comments by SEA" above.
Other Documents	
Legal References	

### III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

#### III-A.00: Educational Plan

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	12.11.17 Site Visit. The PED team observed in math, science, English, Spanish, and English Language Development (ELD) courses. Material terms (e.g., 'Global Literacy,' student 'mentorship in the community,' and 'engage students in the arts through events, activities, and curricula') during instruction were not observe since it appeared teachers were preparing students for final exams. The PED has not been presented evidence that the school is not complying with requirements of Item III-A.00: Educational Plan pertaining to material terms. Requested Follow-Up: None.
Comments by LEA	
Compliance Indicators	Is the school implementing its mission and material terms (teacher-, student- and parent- focused) as defined in the Charter Contract?
Requested Documents	See "Comments by SEA" above for indicator III-A.00.
Other Documents	
Legal References	

### III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

#### III-A.01: Education Plan

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	2.9.18 PED Rating: The PED has rated this indicator "Meets Standard" because the school provided assurance that moving forward (i.e., during 2018-2018 onward) most recent state-mandated assessments (e.g., ACCESS, SBA-Spanish, PARCC) will be included in student cumulative files. 12.11.17 Site Visit. State-Mandated Assessments in Cumulative Files. The PED team randomly selected twenty-one (21) student files for review. Of those, six did not include test results for the required state assessments as required by the PED Assessment and Accountability Bureau (see 'Assessment News' dated November 28, 2017). Specifically, [REDACTED] (grade 7), [REDACTED] (grade 7), and [REDACTED] (grade 8) did not have PARCC results. [REDACTED] (grade 9), [REDACTED] (grade 11) and [REDACTED] (grade 11) did not have SBA scores. Instructional Hours. The PED instructional hour review as attached indicates that the school is meeting the

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**III-A.03: Educational Plan**

SEA Status Working to Meet Standard

LEA Status In Progress

Comments by SEA

2.9.18 PED Rating: The PED has rated this indicator "Working to Meet Standard" because the school provided evidence (i.e., description of continuum of services and running contact log by special education teachers) that appear to move it towards compliance.

12.11.17 Site Visit: The PED team observed the head special education teacher's e-mail log pertaining to students with disabilities whom she serves. However, the team did not observe documentation for direct special education (case manager) service as per Federal Programs Division (NMPED) memorandum dated September 13, 2016 which cited NMSA § 22-8-13 requiring LEAs to keep accurate records of direct and related services for the purpose of justifying their membership reporting. Specifically, section A of statute states, "each school shall keep accurate records concerning membership." In short, no service or contact logs were readily available for review (whether one created by the school or the one suggested by the Special Education Bureau of the PED) during the daylong site visit.

During staff and administrator interviews, the school stated that "every student is different" and "placement depends on the situation" when asked by the team to elaborate on its "continuum of placements" for students with disabilities. Although individualized programming is a requirement of state and federal education laws pertaining to students with disabilities, the school was unable to articulate or describe its "continuum of alternative placements" a provision required under federal regulation 34 CFR §300.115(a) (Authority: 20 U.S.C. 1412[a][5]).

Lastly, the team observed that a number of IEPs (e.g., Isalah Martinez's and Jasmine Marie Johnson's) indicated a change of service level (from B to A) without explanation/justification on the Prior Written Notice (PWN) for each document. School staff (special education coordinator) explained that a "problem with the EZ IEP" software erroneously creates a 2nd service level box (below the original one) on the IEP form which confused the team members who were conducting the review. The team pointed out that such error would confuse others as well (e.g., if either Monte Del Sol student transferred to another school/district) and would need to be corrected.

Requested Follow-Up: School provides evidence it has: (a) complied with Federal Program's requirement to document special education case manager contact time with eligible students, (b) complied with federal requirements to provide continuum of alternate placements to meet the needs of eligible students (e.g., description of placement locations, but note that there is no requirement that each of the placements be utilized since the IEP team is ultimately responsible for making such decisions), and (c) corrected the erroneous 2nd "service level" box in a number of IEP or has notified IEP team members of the error (e.g., manually crossing-out the box to indicate it is not part of student program).

Comments by LEA

Compliance Indicators Is the school protecting the rights of students with special needs, including but not limited to, compliance with IDEA, ADA, Section 504 of the Rehabilitation Act of 1973, as well as laws relevant to gifted children?

Requested Documents See "Comments by SEA" above for indicator III-A.03

Other Documents

Legal References

III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

**III-A.04: Educational Plan**

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SEA Status	Falls Far Below Standard
LEA Status	In Progress
Comments by SEA	<p>4.11.18 PED Note: As a school that receives both BMEP and Title III funding, the Language and Culture Bureau emailed an invitation to the school to attend a training session titled "Identifying, Serving, and Exiting English Learners - for Principals and School Leaders" during the month of May 2018 in either Artesia, Las Cruces, Gallup, or Albuquerque. The email was sent to the Head Administrator on 3.21.18.</p> <p>2.9.18 PED Rating: The PED has rated this indicator "Falls Far Below Standard" because the school provided only one of a number of evidence requested (i.e., monitoring form for Re-classified Fluent English Proficient [RFEP] was provided, but identification processes were not addressed). Note that another strategy the school may wish to employ in addition to procedures the Language and Culture Bureau's LUS Guidance Handbook specifies is to review STARS bilingual reports "ELP Error Report for Snapshot." Past proficiency rates of currently non-identified English Learners (ELs) at the school who may have received Language Acquisition services in the past reducing chances of under-identification especially when students are received from other schools with incomplete records. The PED team ran the STARS bilingual reports "ELP Error Report for Snapshot" showed potential English Learners (ELs) whom the school did not identify as such [REDACTED] and [REDACTED].</p> <p>12.11.17 Site Visit: The PED team reviewed seven (7) student cumulative files of students identified as English Learners (ELs). Three (3) files did not include a Home Language Survey (HLS) or Language Use Survey (LUS). Six of seven files did not include screener scores (e.g., W-APT or WIDA screener). Student files that were missing HLS, LUS, and/or screeners did not contain the school's attempts to obtain such information from student's previous schools (if applicable) (see FAQ #21 on page 32 of the LUS Guidance Handbook Revised). All seven (7) files of ELs (including those that did not contain a HLS or LUS) did include ACCESS scores. The Guidance Handbook may be obtained from the Bilingual Multicultural Education Bureau (BMEB) website: Locations of such document can be found at: <a href="http://ped.state.nm.us/ped/BilingualDocs/ServingELs/NMLUS_Guidance_Handbook_Revised_08.2017.pdf">http://ped.state.nm.us/ped/BilingualDocs/ServingELs/NMLUS_Guidance_Handbook_Revised_08.2017.pdf</a></p> <p>Requested Follow-Up: School provides evidence of action steps taken to correct its student files showing that it has properly followed state procedures for the identification of English learners and tracking of exited students (RFEP) per 6.29.5.11-12 NMAC. Examples of evidence might include, but are not limited to: (a) forms showing the number of attempts along with dates that the school made to obtain the HLS from a student's previous school (name redacted and replaced with another identifier) and (b) monitoring log of RFEP students again with names redacted. Note that the school should consult the guidance manual from the Bilingual Multicultural Education Bureau (see above) as well as contact the BME staff for further assistance if it deems necessary.</p>
Comments by LEA	
Compliance Indicators	Is the school protecting the rights of English Language Learners, including, but not limited to, compliance with applicable laws, rules, and regulations of Title I, Title III, and ESSA? Is the school properly identifying, servicing, and monitoring English Learners?
Requested Documents	See "Comments by SEA" above for indicator III-A.04.
Other Documents	
Legal References	

III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

III-A.05: Educational Plan

SEA Status	Falls Far Below Standard
LEA Status	In Progress
Comments by SEA	<p>2.9.18 PED Rating: The PED has rated this indicator "Falls Far Below Standard" because the school did not provide evidence requested (i.e., updated/revised 5- and 10- day unexcused absence letters that are compliant with 6.10.8.7-8 NMAC. Note that if this compliance concern is not addressed during the 2018-2019 annual site</p>

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visit it will be a repeat finding.

12.11.17 Site: The PED team observed letters for 2 students (█████ and ██████) that notified parents of "eight [8] excused and/or unexcused absences for the current Semester" and another notified parents of a student having "ten [10] days of absences, resulting in loss of credit." The team did not observe a 5-day truancy letter for either student and the sample letters contained in the site visit binder provided to the team (i.e., for 5- and 10-day) did not distinguish between excused and unexcused absences. For example, the sample 5-day letter states, "your child has five excused/unexcused absences" and the sample 10-day letter states, "the above named child is reported to have 10 days of absences." School was advised that it is within its prerogative to intervene with chronically absent students, but that "unexcused" absences are the only ones used to determine if a student is "in need of intervention" (5-day unexcused absences) or is "habitual truant" (10-day unexcused absences) for the purpose of reporting to an outside agency (e.g., CYFD or Children's Court) as per state regulation (see 6.10.8.7-8 NMAC).

Requested Follow-Up: School provides evidence that it is complying with state regulation (e.g., providing a 5-day letter requesting a meeting to discuss interventions with parents of students who have accumulated 5 unexcused absences and a 10-day letter requesting a meeting with parents and informing them that further unexcused absences will result in the school reporting the child to appropriate authorities (e.g., 'probation services office of the judicial district' 6.10.8.[B][6][a] or Children, Youth, and Families Department) as a habitually truant student.

Comments by LEA

Compliance Indicators Is the school complying with applicable laws, rules, and regulations relating to compulsory attendance?

Requested Documents See "Comments by SEA" above for indicator III-A.05.

Other Documents

Legal References

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**III-A.06: Educational Plan**

SEA Status Working to Meet Standard

LEA Status In Progress

Comments by SEA 08.21.18 PED Rating: The PED Team rated this indicator Working to Meet Standard because, according to STARS, the school's recurrent enrollment for the present school year (2017-2018) was 75.44%, which does not meet the goal of 85% set by the PEC in the Organizational Performance Framework. The referenced report can be found in STARS at District and Location Reports --> Options for Parents --> Charter School Enrollment Report.

As an additional FYI, it is noted that the percentage of students who withdrew during the previous school year was 13.87%.

12.11.17 Site Visit: This will be determined by the PED once the End-of-Year (EOY) STARS data has been submitted.

Requested Follow-Up: None.

Comments by LEA

Compliance Indicators Did the school meet their recurrent enrollment goal for the current school year? The percentage of students that withdrew during the previous school year will also be noted here.

Requested Documents Data is pulled from the STARS Report: District and Location Reports -- Options for Parents -- Charter School Enrollment Report

Other Documents

Legal References

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III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

**IV-A.00: Business Management and Oversight**

SEA Status	Falls Far Below Standard
LEA Status	In Progress
Comments by SEA	07.03.18 FY2017 Audit and CAP The PED's Charter School Division has evaluated Monte Del Sol Charter School's response to requests for documentation regarding the 2017 Audit Report with deadlines of April 16, 2018 (CAP) and June 30, 2018 (implementation plan).

Audit findings subject to this request include:

2016-001 Expenditures Exceed Budget (Non-compliance) (Repeated and Modified)  
 2016-002 Controls Over Cash Disbursements (Significant Deficiency) (Repeated and Modified)  
 2016-004 Timely Deposits (Non-compliance) (Repeated and Modified)

It has been determined that: (1) the school has completed and submitted the requested Corrective Action Plan (CAP), and (2) the school has submitted the requested documentation adequately verifying that the corrective action(s) for audit findings have been implemented and are being monitored for compliance. However, because of the repeat findings from the previous year (see below), the school has been rated as "Falls Far Below Standard" for this indicator in the Authorized Annual Monitoring document.

**\*\*It is strongly suggested that the school pay particular attention to the three repeat findings from 2016, especially finding 2016-002, which is a significant deficiency. Care should be taken to ensure that remedial measures are in place to ensure that these three findings are not repeated in the upcoming year's audit.\*\***

The school should be aware that the CAP and its collaborating documentation will be addressed as a part of the Annual Monitoring Visit.

Questions, comments, and concerns regarding your school's audit response and/or its rating on this indicator should be directed to Dirk Mathis, Charter School Data and Financial Analysis Administrator, at 505-827-6565 or via e-mail to: [dirkj.mathis@state.nm.us](mailto:dirkj.mathis@state.nm.us). djm

1.10.18 PED Note. Since 2014, each New Mexico charter school has been required to have a certified chief procurement officer (CPO) (see statute and regulation below). The CPO is the only entity at the charter school able to issue purchase orders, authorize small purchases, and approve procurement pursuant to the Procurement Code and each charter school must also report the identity of the school's CPO to the State Purchasing Division, and report changes to the CPO. The PED has reviewed the list of reported CPOs and has determined that the school does not have a state-certified CPO reported on file with the State Purchasing Division.

Resources:

Per 1.4.1.94(D)(2) NMAC and 13-1-95.2 NMSA 1978: "On and after July 1, 2015, only certified chief procurement officers may... issue purchase orders and authorize small purchases pursuant to the Procurement Code..."

Per 1.4.1.94(D)(2) NMAC and 13-1-95.2 NMSA 1978: "On or before January 1 of each year beginning in 2014, and every time a chief procurement officer is hired, each state agency and local public body shall provide to the state purchasing agent the name of the state agency's or local public body's chief procurement officer. The information required from the state agency or local public body shall be submitted to the state purchasing agent through a database established by the state purchasing agent and made available on the state purchasing division's website. All required information must be submitted using this method."

State Purchasing Division List: <http://spd.gsd.state.nm.us/SPDSoleSource/SB443DetailPublicView.aspx> To Report Changes for the CPO List: <http://spd.gsd.state.nm.us/SPDSoleSource/SB443Enter.aspx>

To Remove CPO from List: <http://spd.gsd.state.nm.us/SPDSoleSource/SB443Unregister.aspx>

Requested Follow-Up: School provides evidence it has remedied the compliance concern by ensuring the State Purchasing Division (SPD) has posted the school's CPO contact information on the SPD website. Evidence to be uploaded into web-EPSS should be screenshot of the SPD website showing name and contact information for the school's CPO.

12.11.17 Site Visit:

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Employment Contract. The PED team reviewed 11 employee files and did not observe evidence of a current 2017-2018 employment contract for one (1) employee (Kimberly Moyers) who serves as an educational assistant. FY Audit Report. Once the FY17 audit report for the school has been released by the NM Office of the State Auditor the school provides evidence it has taken action identified in its management response to remedy finding (s) (if any).

1.10.17 Other Notes: Once the FY17 audit report for the school has been released by the NM Office of the State Auditor the school provides evidence it has taken action identified in its management response to remedy finding (s) (if any).

Requested Follow-Up: School uploads into web-EPSS evidence of actions it has taken to remedy finding(s) (if any) identified in the FY17 audit report (e.g., audit committee meeting minutes initially reviewing/discussing finding[s] and minutes from subsequent meetings showing that the committee is monitoring the school's efforts to remedy identified finding[s]).

**Comments by LEA**

**Compliance Indicators**

Is the school meeting financial reporting and compliance requirements; including, but not limited to, internal control findings from audit (if any), designated CPO, procurement code, and financial reporting to any/all PED Bureaus? This area also includes official transcripts and employment verifications for staff as those items determine T&E.

**Requested Documents**

See "Comments by SEA" above for indicator IV-A.00.

**Other Documents**

**Legal References**

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**IV-A.01: Business Management and Oversight**

**SEA Status** Falls Far Below Standard

**LEA Status** In Progress

**Comments by SEA** 7.16.17

Audit and CAP The PED's Charter School Division has evaluated Monte Del Sol Charter School's response to its 2017 Audit Report. The school has submitted both its Corrective Action Plan and its Implementation and monitoring documentation, however since the school received a repeat significant deficiency in the prior year's audit, the Team has rated the school as "Falls Far Short of Standard";

Questions, comments, and concerns regarding your school's audit response and/or its rating on this indicator should be directed to Dirk Mathis, Charter School Data and Financial Analysis Administrator, at 505-827-6565 or via e-mail to: dirk.mathis@state.nm.us.

03.22.2018 PED NOTE: See Note dated 03.22.2018 in Section II-A.05.

03.22.2018 PED NOTE: The PED reviewed the FY17 Financial Audit. The FY17 Financial Audit findings are as follows:

2017□001 Cash Disbursements -- (Material Weakness)

Condition: During our testwork over disbursement, we noted that in 1 out of 19 samples tested, the Foundation was unable to provide supporting documentation for the expenditure. Additionally, we noted a journal entry to record the refinancing of debt during the current fiscal year was incorrectly booked to equity. The entry led to a material misstatement of the Foundation's equity balance.

Requested Follow-up:

1 - By April 16, 2018, the school must provide its Corrective Action Plan addressing all non-compliance findings, significant deficiencies, and/or material weaknesses to the PED's Audit Bureau using the PED template provided to the school. In addition, please also submit the Audit CAP to charter.schools@state.nm.us. Please refer to the

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memo signed by Acting Deputy Secretary, Finance and Operations, Marian Rael sent via by Action ASD Director/CFO and Audit and Accounting Bureau Chief, Amelia Saliz, on March 16, 2018 at 2:42pm. During the school's next site visit, the CSD may review implementation of the school's Audit CAP.

2 - By June 30, 2018, in addition to submitting the Audit CAP to the Audit Bureau and to charter.schools@state.nm.us, the school must also upload into Web-EPSS evidence of actions it has taken to remedy finding(s) as identified in the FY17 audit report (such as, but not limited to, for example: audit committee meeting minutes initially reviewing/discussing findings, minutes from subsequent meetings showing that the committee is monitoring the school's efforts to remedy identified findings, etc.).

12.11.17 Site Visit: Once the FY17 audit report for the school has been released by the NM Office of the State Auditor the PED will input finding(s) (if any) in this section and provide the appropriate rating for the Indicator. Requested Follow-Up: None.

**Comments by LEA**

**Compliance Indicators** Is the school following generally accepted accounting principles? Were there any material weaknesses or significant deficiencies identified in the audit?

**Requested Documents** See "Comments by SEA" above for indicator IV-A.01.

**Other Documents**

**Legal References**

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**V-A.00: Governance and Reporting**

**SEA Status** Meets Standard

**LEA Status** In Progress

**Comments by SEA** 10.9.18 PED Re-Rating: The PED has re-rated this indicator Meets Standard after reviewing the school's response that was submitted past the established deadline.  
 8.21.18 PED Rating: The PED team has rated this Indicator as Falls Far Below Standard because the school did not provide evidence of review and discussion of the feedback provided on the PEC-approved Governing Board Observation form. An email was sent today to the Head Administrator and Governing Board President requesting the documentation. If uploaded by 8/24/18, this rating may be revised.  
 The concerns identified include:  
 •The informality of roll call and voting may make it difficult for outside attendees to determine who is present and how each member voted on action items.  
 •The board membership was different than currently on file at the PED. Governing board changes were not reported. The board needs to designate a member to be sure all changes are reported timely.  
 •Occasionally, some questions of board protocol were raised. The board seemed uncertain how to conduct all aspects of the meeting.  
 •Draft minutes were not provided upon request. Although the school posts agendas and minutes on the website, minutes (draft or approved) were not posted timely.  
 12.11.17 Site Visit: A PED team member will complete the Public Education Commission (PEC) approved Governing Board Observation form for feedback to the school and its governing council in spring 2018. The form may be found at: <http://ped.state.nm.us/ped/CharterSchoolsDocumentLibrary.html>  
 4.11.18 Observation: A PED team member attended the meeting on April 11, 2018. Please see the attached document for further information. Items of concern include a failure to make available meeting minutes upon request and failure to report a change in governing body membership as required in Section 8.10(b) of the school's charter contract.

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Requested Follow-Up: The school provides response(s) that addresses any concerns identified, if any, in the observation form (e.g., upload GC meeting minutes discussing concerns, if any, identified during the visit/observation and steps the GC will take to remedy such concerns).

Comments by LEA	
Compliance Indicators	Is the school's Governing Body complying with governance requirements ? Did the Governing Body members respond to any concerns that were noted during the CSD's observation of the Governing Body meeting? Also, in the event of any audit findings, did the Governing Body respond with evidence of addressing the concerns?
Requested Documents	Response by Governing Body to audit findings, if any Response by Governing Body to GB Observation Form/Report
Other Documents	Governing Body Observation Form
Legal References	

III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

**V-A.01: Governance and Reporting**

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	2.9.18 PED Rating: The PED has rated this indicator "Meets Standard" because the school provided the requested document (i.e., 2016-2017 head administrator evaluation) that appear to move it towards compliance. 12.11.17 Site Visit: The PED did not observe a 2016-2017 head administrator evaluation while reviewing his file. Previous (prior to 2016-2017) governing board evaluations of the administrator by the governing council was not observed. Requested Follow-Up: School provides signed 2016-2017 head administrator evaluation.
Comments by LEA	
Compliance Indicators	Is the Governing Body holding management accountable, such as completing a detailed, annual evaluation for the Head Administrator?
Requested Documents	See "Comments by SEA" above for Indicator V-A.01.
Other Documents	
Legal References	

III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

**VI-A. 00: Employees**

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	2.9.18 PED Rating: The PED has rated this indicator "Meets Standard" because the school provided evidence (i.e., both unlicensed or unendorsed instructors at the time of the site visit on 12.11.17 did in fact receive current licenses/endorsement or passage on subject area test) that appear to move it towards compliance.

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12.11.17 Site Visit: The PED team observed two (2) teachers [REDACTED] fine arts and [REDACTED] P.E.) who did not hold the requisite licensure or endorsement for the courses they were teaching. The team did observe written notices provided to parents of affected students. However, the team did not observe (and administrator confirmed) that the "Substitute Exceeding 45-Day Limit Waiver Request" form found at: [http://ped.state.nm.us/admin.personnel/waiver\\_requests.html](http://ped.state.nm.us/admin.personnel/waiver_requests.html) was not completed nor approval obtained as per 6.29.1.9(B)(9)(b) NMAC.

Requested Follow-Up: School provides evidence of approved long-term substitute waiver (Secretary-Designate signature required) for both long-term substitute teachers (S. Kroopkin and M. Chavez).

**Comments by LEA**

**Compliance Indicators** Is the school meeting teacher and other staff credentialing requirements, including licensure, waivers, and mentorship program?

**Requested Documents** See "Comments by SEA" above for indicator VI-A.00.

**Other Documents**

**Legal References**

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**

**VI-A.01: Employees**

**SEA Status** Falls Far Below Standard

**LEA Status** In Progress

**Comments by SEA**

2.9.18 PED Rating: The PED has rated this indicator "Falls Far Below Standard" because the school did not provide evidence (e.g., formal mentorship program description or handbook) as requested that would have moved it towards compliance. Note that the formal mentorship program (aligned with 6.60.10.8 NMAC) and availability of Professional Development Plans (see 6.69.4.10 NMAC) as well as Educator Effectiveness Reports will be reviewed during the 2018-2018 annual site visit which do not need to be in employee files, but do need to be available during on-site visits in order to maintain compliance.

12.11.17 Site Visit: The PED team reviewed 11 employee files and did not observe Professional Development Plans (PDPs) and Educator Effectiveness Reports in any of the teacher files (e.g., [REDACTED], [REDACTED], [REDACTED], and [REDACTED]).

The team observed documentation of mentor-novice teacher logs that included signatures indicating participation in various activities (e.g., 'syllabus creation,' 'PowerSchool set-up,' and 'discussed behaviors in the classroom. SST and IEP considerations'). However, a formal mentorship program was not observed which the head administrator confirmed its leadership team is still "working to formalize."

Requested Follow-Up: School provides evidence of: (a) formal mentorship program (e.g., handbook) that is compliant with state regulation 6.60.10.8 NMAC and (b) assurance stating that the most current Professional Development Plans and Educator Effectiveness reports for each teacher will be included in teacher files.

**Comments by LEA**

**Compliance Indicators** Is the school respecting employee rights, including, but not limited to, compliance with the school personnel act, Charter School Act, FMLA, ADA, the right to organize collectively, the right to Professional Development and Evaluations?

**Requested Documents** See "Comments by SEA" above for indicator VI-A.02.

**Other Documents**

**Legal References**

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VI-A.02: Employees

SEA Status Falls Far Below Standard

LEA Status In Progress

Comments by SEA

2.9.18 PED Rating: The PED has rated this indicator "Falls Far Below Standard" because the school did not provide evidence (i.e., cleared background check for [REDACTED] and background check policy) as requested that would have moved it towards compliance.

12.11.17 Site Visit: The PED team reviewed 10 employee files and did not find evidence of background check clearance in one (1) file (Udell Calzadillas Chavez).

Requested Follow-Up: School provides evidence of: (a) 3M Cogent background check clearance for employee and (b) governing council approved background check policy as required by NM Stat § 22-10A-5. Also see Licensure Bureau at: <http://www.ped.state.nm.us/licensure/> which states, "NM PED Licensure will no longer accept or process fingerprint cards for background clearance. All backgrounds for licensure must be processed by 3M Cogent."

Comments by LEA

Compliance Indicators Is the school completing required background checks of all individuals associated with the school?

Requested Documents See "Comments by SEA" above for indicator VI-A.02.

Other Documents

Legal References

III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

VII-A.00: School Environment

SEA Status Working to Meet Standard

LEA Status In Progress

Comments by SEA

2.9.18 PED Rating: The PED has rated this indicator "Working to Meet Standard" because the school provided requested evidence (e.g., tentative schedule of emergency drills for the remainder of the 2017-2018 school year to ensure all required drills will be performed. Again, the PED team advises that the school retain records as per 1.21.2 NMAC (records retention regulation) so that the team during the 2018-2019 annual site visit is able to confirm such drills have been completed.

12.11.17 Site Visit.

Physical Education & Health Education. The PED team did not observe PE and health classes.

Emergency Drills. The PED team observed incomplete documentation of emergency drills it had purportedly conducted over the past three (3) years. For example, prior year records (i.e., 2016-2017) were not available. Consequently, evidence of emergency drills including shelter-in-place and evacuations could not be confirmed for last school year (i.e., specific emergency drills required by NM Stat § 22-13-14). The PED team advised that such records must be made available for on-site reviews in order to confirm the school's adherence to 1.21.2 NMAC (Retention and Disposition of Records).

Requested follow up: School presents evidence of how it will ensure compliance with emergency drill requirements (e.g., tentative schedule of drills for remainder of 2017-2018).

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Comments by LEA

Compliance Indicators Is the school complying with facilities requirements, including E-occupancy, facility condition rating, facility master plan, facility maintenance plan, fire inspections and emergency drills, facility variances, and student transportation programs?

Requested Documents See "Comments by SEA" above for indicator VII-A.00.

Other Documents

Legal References

III. ORGANIZATIONAL PERFORMANCE FRAMEWORK

VII-A.01: School Environment

SEA Status Falls Far Below Standard

LEA Status In Progress

Comments by SEA

2.9.18 PED Rating: The PED has rated this indicator "Falls Far Below Standard" because the school did not provide requested evidence (i.e., immunization status log as per NMSA § 24-5-4, NMSA with redacted student names and explanation of how it will implement its Safe Schools Plan since campus visitors/PED team entered school and were unescorted/unsupervised for at least 15-minutes in the morning from 7:45am-8:00am while students were also on-site).

HEALTH RECORDS and ABUSE/NEGLECT

12.11.17 Site Visit:

Health Records log. The PED team did not observe current student immunization status records readily available for inspection as required by state statute and regulation (see NMSA § 24-5-4, NMSA; 6.12.2.8[F]) as well as Department of Health memorandum sent to school leaders entitled, "Immunization Requirements Guidance" dated February 20, 2015.

Child Abuse & Neglect. The PED team observe child abuse and neglect certificates in files that were reviewed.

General School Safety. The PED team did not observe oversight of campus visitors for a duration of 15- minutes from approximately 7:45am-8:00am when the team arrived on campus and waited for school staff to arrive in the administration building. The administrator stated that the building was left unlocked for restroom access by students who dropped-off early and the lack of staff was the result of recent "budget cuts." The PED team were not provided badges or lanyards for identification as required by the school's Safe Schools Plan (SSP).

Requested Follow-Up: School provides evidence of: (a) log or list of immunization status of all students (student names must be redacted) and (b) implementation of its Safe Schools Plan (SSP).

Comments by LEA

Compliance Indicators Is the school complying with health and safety requirements, including, but not limited to, Safe Schools Plan, immunization requirements and master log, staff training on reporting child abuse and neglect, health rules and services, food service requirements, PE and Health curriculum, etc.?

Requested Documents See "Comments by SEA" above for indicator VII-A.01.

Other Documents

Legal References

**MONITORING INSTRUMENT ITEM REPORT**  
**Monte Del Sol Charter**  
**PEC AUTHORIZED ANNUAL MONITORING**

**III. ORGANIZATIONAL PERFORMANCE FRAMEWORK**  
**VII-A.02: School Environment**

SEA Status	Meets Standard
LEA Status	In Progress
Comments by SEA	12.11.17 Site Visit: The PED team observed student and employee files kept in lockable cabinets. Requested Follow-Up: None.
Comments by LEA	
Compliance Indicators	Is the school handling information appropriately, including, but not limited to, requirements related to STARS data system, FERPA, HIPPA, IPRA, timely transfer of student records, security of testing materials, and safe storage of documents?
Requested Documents	See "Comments by SEA" above for indicator VII-A.02.
Other Documents	
Legal References	

**ORGANIZATIONAL PERFORMANCE FRAMEWORK**  
**School Specific Terms**

SEA Status	Not Applicable Final
LEA Status	In Progress
Comments by SEA	
Comments by LEA	
Compliance Indicators	This is the location for data on school specific terms, if any, specified in the Charter Contract and/or Performance Framework.
Requested Documents	
Other Documents	
Legal References	

**STATE OF NEW MEXICO  
NEW MEXICO PUBLIC EDUCATION DEPARTMENT  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
YEAR ENDED JUNE 30, 2018**

**MONTE DEL SOL CHARTER SCHOOL**

**2018-001 Internal Control over Financial Reporting (Significant Deficiency)**

**Condition/Context:** During our review of financial close and reporting we noted the following issues:

(Policy: chart of accounts, general ledger page # 1)

- During our review of contracts, we noted the School recorded a total of \$141,703 to rental services (account #54610) related to the bus service contract. Based on the contract, only \$78,533 was related to rents; the remainder of the contract should have been recorded to other (#55915) services.

(Policy: Year-end closing page # 2)

- During our review of subsequent disbursements, we noted one item totaling \$27,454.72 was improperly excluded from the accounts payable listing provided by management.

**Criteria:** Per NMAC 6.20.2.11, every school district shall establish and maintain an internal control structure to provide management with reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of general purpose financial statements in accordance with GAAP.

**Cause:** Management oversight.

**Effect:** Potential misstatement of financial statements and inaccurate reporting.

**Auditor's Recommendation:** We recommend that management review all subsequent disbursements when preparing the accounts payable listing. We recommend management review account codes to the most recent chart of accounts provided by NM PED.

**Management's Response:** Current year transportation expense accounts are being used correctly. MDS has implemented a two level review process when entering POs and for reviewing accounts.

The Business office will retain a list of year-end of accounts payables which will be provided to auditors.

**Implementation:** November 14, 2018

**Person Responsible:** Business Manager

**2018-002 Payroll Contributions (Previously #2016-002) (Significant Deficiency)**

**Condition/Context:** During our review of payroll contributions, we noted the following issues:

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**MONTE DEL SOL CHARTER SCHOOL (CONTINUED)**

(Policy: accounts payable page # 1)

- Late fees of \$310 were paid due to inaccurate filings.

(Policy: Payroll page 4(4), Yearend closing page 2)

- Management was unable to reconcile accrued payroll of \$10,247 during our fieldwork.

*Management's Progress for Repeat Findings: Management failed to implement adequate controls to resolve the finding, and will work toward corrective action during FY2019.*

**Criteria:** Per NMAC 6.20.2.11, every school district shall establish and maintain an internal control structure to provide management with reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of general purpose financial statements in accordance with GAAP.

**Cause:** Management oversight.

**Effect:** Potential misstatement of financial statements and potential inaccurate reporting.

**Auditor's Recommendation:** We recommend that management routinely review the balance sheet and reconcile accrued payroll.

**Management's Response:** The Business Manager is doing a FY17 ERB/payroll reconciliation. A report has been requested from ERB on member contributions to reconcile remittances and submit them correctly by month and employee where necessary.

**Implementation:** December 31, 2018

**Person Responsible:** Business Manager

**2018-003 Controls over Cash Disbursements (Previously #2016-002) (Other Noncompliance)**

**Condition/Context:** During our review of disbursements, we noted 5 out of 37 instances in which the purchase order was signed after the date goods/services were received by the school.

*Management's Progress for Repeat Findings: Management failed to implement adequate controls to resolve the finding, and will work toward corrective action during FY2019.*

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**MONTE DEL SOL CHARTER SCHOOL (CONTINUED)**

(Policy: Procurement Policy page # 7)

**Criteria:** Per PSAB Supplement 13-Purchasing, the preparation and execution of a duly authorized purchase order must precede the placement of any order for goods, services or construction. Per NMAC 6.20.2.11, every school district shall establish and maintain an internal control structure to provide management with reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of general purpose financial statements in accordance with GAAP.

**Cause:** Management oversight.

**Effect:** Possible unauthorized purchases or purchases without adequate budget authority.

**Auditor's Recommendation:** We recommend that management establish appropriate controls and procedures to ensure all purchases have an approved purchase order/purchase requisition prior to the purchase.

**Management's Response:** Staff has been trained at the beginning in regards to POs processes. The POs must be submitted in a timely request prior to conducting any purchases. Staff will be reminded about this throughout the year during their required trainings. Head Learner will send an email out to staff reminding them of the proper procedures in regards to POs.

**Implementation:** December 31, 2018

**Person Responsible:** Business Manager, Office Manager, and Head Learner

**2018-004 Controls over Cash Receipts (Previously #2016-004) (Other Noncompliance)**

(Policy: cash receipts page # 6)

**Condition/Context:** During our review of cash receipts, we noted 7 out of 12 instances totaling \$71,337 in which a pre-numbered receipt was not used; thus we were unable to determine if the deposit was made within 24 hours of receipt.

*Management's Progress for Repeat Findings: Management failed to implement adequate controls to resolve the finding, and will work toward corrective action during FY2019.*

**Criteria:** Per NMAC 6.20.2.14 states that money received and receipted shall be deposited in the bank within twenty-four (24) hours or one banking day. Per NMAC 6.20.2.14, school districts shall establish

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**MONTE DEL SOL CHARTER SCHOOL (CONTINUED)**

and maintain a cash management program to safeguard cash and provide prompt and accurate reporting that adheres to cash management requirements of the applicable state and federal laws and regulations. The school district shall issue a factory pre-numbered receipt for all money received. Prenumbered receipts are to be controlled and secured. If a receipt is voided, all copies shall be marked "Void" and retained in the receipt book.

**Cause:** Procedures established by management to ensure proper documentation and timely deposit have not been established to ensure 100% compliance.

**Effect:** Noncompliance with NMAC 6.20.2.14.

**Auditor's Recommendation:** We recommend that pre-numbered receipts be utilized and receipt dates be formally documented.

**Management's Response:** Receipts will be in sequential order for accounting purpose. Pre-numbered receipts have been ordered and designated staff who receive funds and make deposits have been trained on the new procedures.

**Implementation:** November 30, 2018

**2018-005 Controls over Bank Reconciliation (Material Weakness)**

(Policy: bank reconciliation Page #7, yearend closing page 2)

**Condition/Context:** During our review of the June 2018 bank reconciliation, we noted the following items were listed as outstanding electronic payments as of June 30, 2018.

- IRS outstanding payment of \$14,707.05, cleared bank July 9, 2018.
- NM RCH outstanding payment of \$9,981.25 cleared bank on July 12, 2018.
- NM ERB outstanding payment of \$85,460.71 cleared bank on July 12, 2018.

We noted the electronic payments were not initiated as of June 30, 2018, thus were not valid outstanding items against cash.

**Criteria:** Per NMAC 6.20.2.14, school districts shall establish and maintain a cash management program to safeguard cash and provide prompt and accurate reporting that adheres to cash management requirements of the applicable state and federal laws and regulations. All bank accounts shall be reconciled on a monthly basis.

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YEAR ENDED JUNE 30, 2018**

**MONTE DEL SOL CHARTER SCHOOL (CONTINUED)**

**Cause:** Management oversight.

**Effect:** Noncompliance with applicable statutes. Misstatement of cash balances prior to auditor identification.

**Auditor's Recommendation:** We recommend that management record outstanding payments as outstanding items against cash only when the electronic payment is initiated.

**Management's Response:** Debits and credits for payroll and AP are system-generated entries and usually those entries are not reversed. MDS will make sure that all PR liabilities are processed before or by June 30 and any outstanding liability will be listed and provided to auditors.

**Implementation:** December 31, 2018

**Person Responsible:** Business Manager

**2018-006 Controls over Voluntary Deductions (Material Weakness)**

(Policy: payroll page #4 (4))

**Condition/Context:** During our review of accrued liabilities, we noted \$33,796 of voluntary contributions payable that consisted largely of 403(b) contributions. Management indicated they were unaware that 403(b) contributions were being withheld from employee paychecks and contributions were not remitted timely to the 403(b) administrator. Management did remit \$25,095 on September 11, 2018 related to the late contributions and has engaged the plan administrators to determine the amount of lost investment earnings due to the late contributions.

**Criteria:** The School has a fiduciary responsibility to properly withhold elected contributions my employees and remit them in a timely manner, in accordance with the plan administrator's requirements. Per 6.20.2.18 NMAC, the local board shall establish written payroll policies and procedures which comply with state and federal regulations on payroll, as well as maintaining strict internal controls, close supervision, and financial accounting in accordance with GAAP.

**Cause:** Management indicated they were unaware that employees had elected to participate in 403(b) plans and that payroll withholdings were occurring during fiscal year 2018.

**Effect:** Failure to uphold fiduciary responsibilities. Potential lost earnings by participants for which the School is liable to contribute any lost earnings. Noncompliance with NMAC 6.20.2.18.

**Auditor's Recommendation:** We recommend management routinely review accrued payroll and employee withholds to ensure withholds are being properly remitted and remitted in a timely fashion.

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**MONTE DEL SOL CHARTER SCHOOL (CONTINUED)**

We recommend management continue to work with the plan administrators to determine any lost earnings and for the School to make contributions to true-up participant accounts.

**Management's Response:** During implementation of the new accounting system in FY18, some of the vendor information didn't transfer correctly; therefore various employee deduction vendors were not correct in the new system. We worked throughout the year until this issue has been remediated. Contributions were sent after the fiscal year ended and a calculation on lost income is in process to make accounts whole. Deductions have been corrected for FY19 and contributions have been sent in a timely manner.

**Implementation:** October 31, 2018

**Person Responsible:** Business Manager

**2018-007 Controls over Annual Inventory (Other Noncompliance)**

(Policy: Asset Capitalization Policy, Page 9)

**Condition/Context:** The School did not perform an annual inventory as of June 30, 2018.

**Criteria:** NMSA 12-6-10 requires an annual inventory of all physical inventory of property and equipment costing more than \$5,000 to be performed.

**Cause:** Management oversight.

**Effect:** Noncompliance with NMSA 12-6-10.

**Auditor's Recommendation:** We recommend management perform an annual inventory as required by NMSA 12-6-10.

**Management's Response:** MDS is working on drafting fixed assets and inventory procedures for staff in charge to follow. MDS will work on implementing the fixed assets module in the accounting system to be accurate and more efficient on accounting for inventory and assets management.

**Implementation:** March 31, 2019

**Person Responsible:** Business Manager, Office Manager, IT, and Head Learner

**STATE OF NEW MEXICO  
PUBLIC EDUCATION DEPARTMENT  
MONTE DEL SOL CHARTER SCHOOL  
STATEMENT OF NET POSITION  
JUNE 30, 2018**

	Governmental Activities
<b>ASSETS</b>	
Cash and Cash Equivalents	\$ 1,577,170
Restricted Cash and Cash Equivalents	63,257
Due from Primary Government	140,693
Other Receivables	20,788
Prepaid Expenses and Other Assets	790
Capital Assets Not Being Depreciated:	
Land and Land Improvements	425,000
Capital Assets, Net of Accumulated Depreciation:	
Building and Building Improvements	2,530,375
Leasehold Improvements	6,582
Furniture, Fixtures, and Equipment	46,718
<b>TOTAL ASSETS</b>	<b>4,811,373</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Deferred Outflows of Resources Related to Pension Amounts	2,089,057
Deferred Outflows of Resources OPEB Amounts	34,884
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>2,123,941</b>
<b>LIABILITIES</b>	
Accrued Liabilities	432,315
Accounts Payable	45,651
Intergovernmental Payable	10,000
Unearned Revenue	15,702
Noncurrent Liabilities:	
Compensated Absences	22,373
Long Term Debt - Due Within One Year	95,312
Long Term Debt - Due in More Than One Year	2,098,802
Net Pension Liability	6,232,433
Net OPEB Liability	1,684,423
<b>TOTAL LIABILITIES</b>	<b>10,637,011</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Deferred Inflows of Resources Related to Pension Amounts	852,557
Deferred Inflows of Resources OPEB Amounts	383,371
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>1,235,928</b>
<b>NET POSITION</b>	
Net Investment in Capital Assets	814,561
Restricted for:	
Instructional Materials	21,490
Capital Projects	549,175
Other Purposes	174,162
Unrestricted	(6,497,013)
<b>TOTAL NET POSITION</b>	<b>\$ (4,937,625)</b>

# Rubber Hits the Road

## Artifacts

Monte del Sol Overall Letter Grade

Student Growth

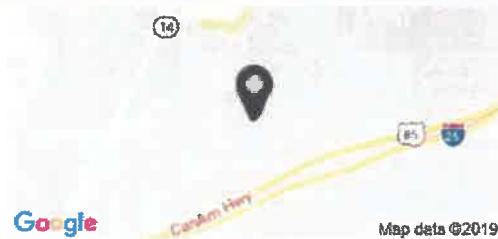
Academic Performance Framework-Charter School Contract

Principals Pursuing Excellence Cohort 5

Santa Fe Center for Transformational School Leadership planning document

# MONTE DEL SOL CHARTER

OVERALL LETTER GRADE



4157 Walking Rain Rd Santa Fe, NM 87507

[View on Google Maps >](#)

505-982-5982

[www.montedelsol.org](http://www.montedelsol.org) >

## OVERVIEW

### GRADES SERVED

Grade 7-Grade 12

### DISTRICT/LEA

Monte Del Sol Charter

### SCHOOL TYPE

Public State Charter

### PRINCIPAL/SCHOOL LEADER

Robert Jessen

## STUDENT POPULATION

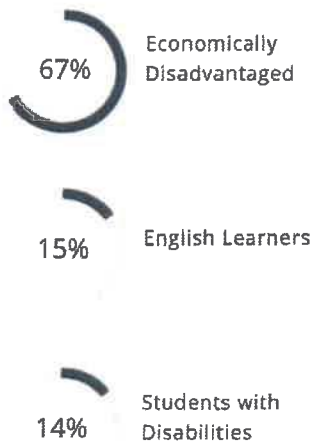
### TOTAL STUDENT ENROLLMENT

338

### RACE/ETHNICITY



### AT-RISK STUDENTS



## OVERALL PERFORMANCE

Parents are critical partners in a child's success. Just as your child's report card shows how he or she is performing, this school report card shows how your child's school is performing in multiple areas. It is designed to show the school's strengths in addition to challenges that need in order to ensure we are meeting the needs of all students.

## LEARN ABOUT THIS SCHOOL'S LETTER GRADE

### WHAT IS THIS SCHOOL'S LETTER GRADE?

LETTER GRADE



[View printable report card](#)

### HOW IS THE LETTER GRADE CALCULATED?

OVERALL SCORE

44.6



There are many factors that determine a school's letter grade. The letter grade is determined by the total number of points a school receives in various areas. Individual student growth and overall school growth measures count more towards the letter grade than student proficiency measures.

### DETAILS OF EACH MEASURE

#### STUDENT PERFORMANCE

Reading Proficiency	23%
Mathematics Proficiency	12%

#### SCHOOL IMPROVEMENT

Reading Growth	-0.5
Mathematics Growth	-0.73

#### IMPROVEMENT OF HIGHER-PERFORMING STUDENTS

Reading  
Mathematics

#### IMPROVEMENT OF LOWEST-PERFORMING STUDENTS

Reading	-0.28
Mathematics	-0.24

#### OPPORTUNITY TO LEARN

Student Attendance	96%
Student or Family Survey	39.03

#### GRADUATION AND COLLEGE CAREER READINESS

Four-Year Graduation Rate  
College and Career Participation  
College and Career Success

## HOW HAS THIS SCHOOL PERFORMED OVER TIME?

2017-2018 OVERALL PERFORMANCE

D

44.6

2016-2017 OVERALL PERFORMANCE

C

2015-2016 OVERALL PERFORMANCE

D

2014-2015 OVERALL PERFORMANCE

D

If your student is enrolled in a school that has earned two "F" grades in the last four years, state law allows you to transfer your child to higher grade. Please call (505) 827-6909 to learn more. For information about other schools in your community, please visit the School G page at <http://aae.ped.state.nm.us/SchoolGrading.html>.

## HOW DOES THIS SCHOOL'S LETTER GRADE COMPARE TO THE DISTRICT'S LETTER GRADE?

2017-2018 OVERALL SCHOOL PERFORMANCE

D

44.6

2017-2018 OVERALL DISTRICT PERFORMANCE

NA

# Student Growth

	2017-18	2018-19
MAP test & grade level	% w growth & proficiency	% w growth & proficiency
		Meets standard 75-84%
Math 7	71%	87%
Math 8	64%	78%
Math 9	61%	74%
Math 10	93%	75%
Total	71%	78%
		Does not meet standard 60-74%
Reading 7	49%	75%
Reading 8	77%	64%
Reading 9	62%	78%
Reading 10	88%	69%
Total	67%	71%
Q1 Math		Exceeds standard 75% or more
7th Grade	46%	87%
8th Grade	70%	76%
9th Grade	65%	73%
10th Grade	100%	92%
Q1 Math Totals	64%	81%

# ACADEMIC PERFORMANCE FRAMEWORK

The Academic Performance Framework includes measures that allow the PEC to evaluate the school's academic performance or outcomes 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; if the charter school is a high school, post-secondary readiness; and, if the charter school is a high school, graduation rate (Section 22-8B-9.1.A. (1-3, 6, 7) NMSA 1978).

This section answers the evaluative question: Is the academic program a success? A charter school that meets the standards in this area is implementing its academic program effectively, and student learning is taking place.

For each measure, a school receives one of four ratings: "Exceeds Standard", "Meets Standard", "Does Not Meet Standard", or "Falls Far Below Standard".

The PEC has specified that all schools shall propose and then negotiate two academically-oriented mission specific indicators for each school year. Those will be listed in the "Academically-oriented Mission-specific indicators" section below. Each indicator must be listed separately and have its own rating system.

NOTE: If a school identifies a group or cohort of students that are the students that will be assessed in an indicator set forth below, that cohort must include at least 70% of the students that would have been included had the total group been considered, unless otherwise agreed upon by the PEC. (i.e. "Students that have attended the School for 2 or more years" must include at least 70% of the students in the school.)

## REQUIRED ACADEMIC PERFORMANCE INDICATORS

### 1. STATE AND FEDERAL ACCOUNTABILITY SYSTEM

1. Is the school meeting acceptable standards according to New Mexico's A-F grading system?	
<b>Exceeds Standard:</b> <input type="checkbox"/> The school received an A on the state's grading system.	
<b>Meets Standard:</b> <input type="checkbox"/> The school received a B on the state's grading system.	
<b>Meets Standard:</b> <input type="checkbox"/> The school received a C on the state's grading system	The school will write an improvement plan which they believe will result in improved results for the students of the school. This must be presented to the PEC for approval within 40 calendar days from the release of school grades.
<b>Does Not Meet Standard:</b> <input type="checkbox"/> The school received a D on the state's grading system	The school will write an improvement plan which they believe will result in improved results for the students of

	the school. This must be presented to the PEC for approval within 40 calendar days from the release of school grades
<b>Falls Far Below Standard:</b> <input type="checkbox"/> The school received an F on the state's grading system.	The school will write an improvement plan which they believe will result in improved results for the students of the school. This must be presented to the PEC for approval within 40 calendar days from the release of school grades.

## 2. SHORT CYCLE ASSESSMENT - READING

**SHORT CYCLE ASSESSMENT READING.** Short Cycle Assessment data (Discovery) will be used to measure academic growth or proficiency in Reading of Full Academic Year (FAY) students in 7<sup>th</sup> -11<sup>th</sup> grade.

**Growth.** In order to show growth (the first phrase in each of the standards set forth below), FAY students will demonstrate academic growth in Reading as measured by three short cycle assessments using Discovery grade level assessment. The growth will be determined using Discovery projected growth targets for each student as set by the fall test as shown on the attached sample report. Students may show the growth on either of the winter or spring assessments.

The school may establish the growth target in the fall for students with an identified disability in Special Education in an IEP (not including gifted). These students must then meet the individual growth target established in the fall in order to show growth.

**Proficiency.** In order to show proficiency (the second phrase in each of the standards set forth below), a student scores at Achievement Level III, Adequate or Achievement Level IV, Thorough.

<b>Exceeds Standard:</b> <input type="checkbox"/> The school surpasses the target of this indicator if: 85% or more of identified students made at least one full year's growth in reading short-cycle assessment scores when comparing beginning year results to later results <b>OR</b> The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.
<b>Meets Standard:</b> <input type="checkbox"/> The school meets the target of this indicator if: 75-84% of identified students made at least one full year's growth in reading short-cycle assessment scores when comparing beginning year results to later results <b>OR</b> The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.
<b>Does Not Meet Standard:</b> <input type="checkbox"/> The school does not meet the target of this indicator if: 60-74% of identified students made at least one full year's growth in reading short-cycle assessment scores when comparing beginning year results to later results

**OR**

**The student tests at “achievement level III or IV” on the winter or spring short-cycle assessment.**

**Falls Far Below Standard:**

☐ **The school falls far below the target of this indicator if:**

**Less than 60% of identified students made at least one year’s growth in reading short-cycle assessment scores when comparing beginning year results to later results**

**OR**

**The student tests “achievement level III or IV” on the winter or spring short-cycle assessment.**

**3. SHORT CYCLE ASSESSMENT - MATH**

**SHORT CYCLE ASSESSMENT MATH** Short Cycle Assessment data (Discovery) will be used to measure academic growth or proficiency in Math of Full Academic Year (FAY) students in 7<sup>th</sup> -11<sup>th</sup> grade.

**Growth.** In order to show growth (the first phrase in each of the standards set forth below), FAY students will demonstrate academic growth in Math as measured by three short cycle assessments using Discovery grade level assessment. The growth will be determined using Discovery projected growth targets for each student as set by the fall test. Students may show the growth on either of the winter or spring assessments.

The school may establish the growth target in the fall for students with an identified disability in Special Education in an IEP (not including gifted). These students must then meet the individual growth target established in the fall in order to show growth.

**Proficiency.** In order to show proficiency (the second phrase in each of the standards set forth below), a student scores at Achievement Level III, Adequate or Achievement Level IV, Thorough.

**Exceeds Standard:**

☐ **The school surpasses the target of this indicator if:**

**85% or more of identified students made at least one full year’s growth in math short-cycle assessment scores when comparing beginning year results to later results**

**OR**

**The student tests at “achievement level III or IV” on the winter or spring short-cycle assessment.**

**Meets Standard:**

☐ **The school meets the target of this indicator if:**

**75- 84% of identified students made at least one full year’s growth in math short-cycle assessment scores when comparing beginning year results to later results**

**OR**

**The student tests at “achievement level III or IV” on the winter or spring short-cycle assessment.**

**Does Not Meet Standard:**

☐ **The school does not meet the target of this indicator if:**

**60 - 69% of identified students made at least one full year’s growth in math short-cycle assessment scores when comparing beginning year results to later results**

**OR**

**The student tests at “achievement level III or IV” on the winter or spring short-cycle assessment.**

**Falls Far Below Standard:**

□ The school falls far below the target of this indicator if:

Less than 60% of identified students made at least one year's growth in math short-cycle assessment scores when comparing beginning year results to later results

OR

The student tests "achievement level III or IV" on the winter or spring short-cycle assessment.

**4. SHORT CYCLE ASSESSMENT – MATH – Q1 STUDENTS**

**SHORT CYCLE ASSESSMENT MATH** Short Cycle Assessment data (Discovery) will be used to measure academic growth or proficiency in Math of Full Academic Year (FAY) students identified as being in the lowest quartile of students (Q1 students) as shown through the scores of the fall Discovery assessment.

**Growth.** In order to show growth (the first phrase in each of the standards set forth below), FAY students will demonstrate academic growth in Math as measured by three short cycle assessments using Discovery grade level assessment. The growth will be determined using Discovery projected growth targets for each student as set by the fall test. Students may show the growth on either of the winter or spring assessments.

The school may establish the growth target in the fall for students with an identified disability in Special Education in an IEP (not including gifted). These students must then meet the individual growth target established in the fall in order to show growth.

**Proficiency.** In order to show proficiency (the second phrase in each of the standards set forth below), a student scores at Achievement Level III, Adequate or Achievement Level IV, Thorough.

**Exceeds Standard:**

□ The school surpasses the target of this indicator if:

75% or more of identified students made at least one full year's growth in math short-cycle assessment scores when comparing beginning year results to later results

OR

The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.

**Meets Standard:**

□ The school meets the target of this indicator if:

60-74% of identified students made at least one full year's growth in math short-cycle assessment scores when comparing beginning year results to later results

OR

The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.

**Does Not Meet Standard:**

□ The school does not meet the target of this indicator if:

50- 59% of identified students made at least one full year's growth in math short-cycle assessment scores when comparing beginning year results to later results

OR

The student tests at "achievement level III or IV" on the winter or spring short-cycle assessment.

**Falls Far Below Standard:**

□ The school falls far below the target of this indicator if:

Less than 50% of identified students made at least one year's growth in math short-cycle assessment scores when comparing beginning year results to later results

OR

The student tests "achievement level III or IV" on the winter or spring short-cycle assessment.

**INNOVATIVE INDICATOR:** This indicator explores brave new territories in education. The PEC and the parties agree that this indicator will not be used as a basis for non-renewal.

## 5. INCREASE GPA THROUGH MENTORSHIP

Monte del Sol Charter School's Mentorship program increases students' confidence and ability to manage new and challenging events. As a result, they enjoy greater success in the classroom and out.

We have used the General Self-Efficacy Scale (GSE) with our students to illustrate the impact of the mentorship program on our students. Self-Efficacy is "the belief that one's actions are responsible for successful outcomes." (Bandura A 1997 *Self-efficacy: The exercise of control*.) The sooner a student develops self-efficacy, the sooner they can make constructive decisions in school (and life) that increase their chances to succeed.

We expect that increase in self-efficacy to translate to improving one's grades, as measured by GPA. Hence, a student who engages herself in a mentorship will see an increase in her GPA the following year.

"According to theory and research, self-efficacy makes a difference in how people feel, think and act (Bandura, 1997). In terms of feeling, a low sense of self-efficacy is associated with depression, anxiety, and helplessness. Persons with low self-efficacy also have low self-esteem, and they harbor pessimistic thoughts about their accomplishments and personal development. In terms of thinking, a strong sense of competence facilitates cognitive processes and performance in a variety of settings, including quality of decision-making and academic achievement." (Scholz, U., Gutiérrez-Doña, B., Sud, S., & Schwarzer, R. (2002). Is general self-efficacy a universal construct? Psychometric findings from 25 countries. *European Journal of Psychological Assessment*, 18(3), 242-251.) [Emphasis added.]

The measures are as follows:

**Mentorship Goal.** A student in grades 9, 10 or 11 who has taken a mentorship the previous year will increase his/her Annual GPA from the previous year.

"Annual GPA" will be defined as the GPA for all of the courses that student took for that school year, and not a cumulative GPA for the student's career at Monte del Sol.

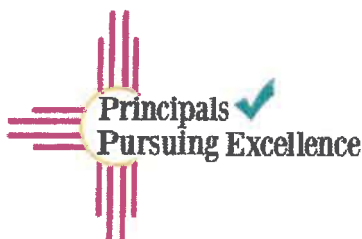
**Exceeds Standard:**

□ 60% of students who took a mentorship the previous year will show .3 increase in their Annual GPA when comparing the Annual GPA from the previous year to the current year's Annual GPA OR has a 3.5 Annual GPA or above.

***Meets Standard:***

- 50 - 59 %of students who took a mentorship the previous year will show .3 increase in their Annual GPA when comparing the Annual GPA from the previous year to the current year's Annual GPA OR has a 3.5 Annual GPA or above.

**From:** Kerry Gladden [kerry@itstheagency.com](mailto:kerry@itstheagency.com)  
**Subject:** PPE June Convening Pre-Work - REMINDER  
**Date:** May 31, 2019 at 2:49 PM  
**To:** Robert Jessen [arjessen@montedelsol.org](mailto:arjessen@montedelsol.org)



Hello PPE-ers! ***Friendly reminder to do your pre-work this weekend!!***

We look forward to seeing you next week in Albuquerque! Please review the pre-work for your role group below by session. Make sure to complete all assignments prior to the convening and don't hesitate to reach out with any questions!

### **Cohort 5 School Leaders**

#### ***3D Glasses for Rigor: Weekly Data Meetings – Hannah Peria***

- Please review and complete [Pework for 3D Glasses for Rigor](#), including re-reading or skimming the Data-Driven Instruction chapter in Leverage Leadership (1.0 or 2.0)

#### ***The Positive Impact of Well Developed Emotional Intelligence and Leadership Styles– Lisa Lawrence & Peter Prichard***

- Please read the attached *Harvard Business Review* article, [Leadership That Gets Results](#)

### **Cohort 6 School Leaders**

#### ***Critical Friends***

- Review the [Critical Friends Overview & Protocol](#), then prepare an issue for consultancy.

### **District Leadership Teams**

#### ***The Positive Impact of Well Developed Emotional Intelligence & Leadership Styles – Lisa Lawrence & Peter Prichard***

- Please read the attached article, [Leadership That Gets Results](#)

### **Lead Coaches, Performance Coaches, & District Thought Partners**

- All coaches who did not attend the 3-D Glasses for Rigor: Weekly Data Meetings session in January should complete Cohort 5's pre-work for that session and plan to attend.
- Please complete the associated pre-work for all other sessions you choose to attend, however you do not need to prepare your own issue for consultancy, if you plan to support that session.



May 15, 2019

## Planning and Preparation Year for Monte del Sol



### Transformational Leadership Initiative

Linda Henke and Zach Taylor

The Transformational Leadership Initiative partnership is designed to span three or four years depending on where a school would like to begin the work. Many schools opt to begin with a planning and prep year where they examine the TLI model and its fit for the school's transformation efforts. During this planning year the work usually includes the following:

- Establish leadership team that includes teachers who meet monthly to plan and study
- Study Fullan's book *Coherence* or a similar text on systems planning
- Visit a TLI school site(s)
- Experiment with Peer Learning Conversations from the Distributed Leadership Model
- Develop draft of a three-year plan including specifics on the coaching model and deeper learning initiatives
- Create or revisit the schools compelling purpose using an appreciative inquiry process.

Schools or districts interested in pursuing a partnership with the TLI complete an application process for this planning and preparation year, followed by a meeting with the TLI leadership team to discuss the school's rationale and partnership goals. The partners will create a memorandum of understanding outlining expectations, responsibilities, partnership agreements as well as a budget.



**We are open to working with Monte del Sol to tailor and modify this outline in order to meet the school's needs.**

**The goals for the entire TLI project include the following:**

- **Develop a shared understanding of the specific skills and concepts required to transform schools using a human-centered model**
- **Develop collective aspiration by creating a compelling purpose, an ethic of excellence, and shared images of success for both leading and learning using TLI processes and protocols**
- **Develop shared leadership by building teacher and principal leadership capacity to increase dramatically their agility and ability to create extraordinary schools**
- **Develop a rich, deep learning environment for both adults and children and a commitment to continuous improvement**
- **Build high-level collaboration throughout the organization**
- **Develop teachers' skill to implement deeper learning in their classrooms**
- **Nurture resilient school cultures where empathy, compassion, courage, creativity and growth mindset undergird the relationships among children and adults**
- **Create schools where children's voice and choice help to shape their learning**
- **Improve classroom instruction and student outcomes**

## MEMORANDUM



**DATE:** August 14, 2019  
**TO:** Dr. Veronica C. Garcia, Superintendent of Schools  
**CC:** Kristy Wagner, Associate Superintendent of Operations and School Support *KW*  
**FROM:** Gabe Romero, Executive Director of Operations *GR*  
**RE:** Review and Recommendation for Monte del Sol Charter School

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In June 2019, a team of SFPS department heads was asked to conduct a review of Monte del Sol Charter School in order to assess its suitability to become a District charter. The department leaders assigned to conduct the review were as follows: German Martinez - Business Services, Peter McWain - Academics, Julie Lucero - Special Education, and Gabe Romero - Operations.

On July 9, 2019, team members met with Dr. A. Robert Jessen, Head Learner of Monte del Sol, and his leadership team. We agreed that a list of documents would be developed by the SFPS team for the purpose of assessing Monte del Sol's suitability to become a District charter. We further agreed that this list/assessment would not serve as an application to the District; it would only be used as an indicator for the charter school in its decision to formally apply as a State or a District charter in October 2019. After the meeting, the team conducted an hour-long tour of the campus.

On July 16, 2019, the SFPS team provided Dr. Jessen with a list of documents that the charter school would need to provide for the review. On July 26, 2019, Dr. Jessen provided the team with most of the documents requested and the SFPS team began its process of review. Below is a summary of every team member's assessment, as it relates to their departments.

### **German Martinez - Business Services:**

Budget and general operational capital were provided for a basic analysis of fiscal year 2018-2019. The financial position shows a healthy cash balance with a strong cash-flow to sustain short-term and long-term liabilities and fund maintenance and repair of building envelope and systems.

Findings are:

- Financial resources needed for capital outlay needs are not defined in the financial statements;

- Audited financials are not available for fiscal year 2019;
- Management of operations indicates a lack of oversight and sufficient competency for maintaining internal controls during the 2018 fiscal year;
- Material weakness includes the inability to complete proper bank reconciliations and mitigate potential risk related to cash at the end of fiscal year 2018 and employee contributions of 403 (b);
- Findings indicate a lack of controls on cash receipt deposits within a 24-hour period, purchasing procedures, accrued payroll and contract disbursements for transportation;
- In fiscal year 2019, Monte del Sol has contracted for business manager services; however, lack of internal oversight on procedures may be a risk unless proper segregation of duties and technical skills are available in a succession plan;
- Budget and planning were developed internally for the 2019-2020 fiscal year. The budget timeline and outline reflect a lack of sufficient input from stakeholders. A consolidated budget report was provided, which did not provide a clear indication of management of budgeting procedures;
- Copies of financial statements for the charter school's foundation indicated an athletic account. Funds for athletics is considered a proprietary account that is under the purview of the charter school. Unclear is whether these funds are for athletic activity that coincides with the function of the charter school. Further, it is not defined in operational policies or procedures if fundraising activities occurring through the foundation are in compliance with guidelines and regulations;
- Financial resources have improved over the last few fiscal years; however, internal controls do not appear fully developed for procedures related to accounting, budgeting, risk management and asset management. Internal controls were marginal and provided a potential single system of failure without succession.

<u>Financial Statement Fiscal Year</u>	<u>2018</u>	<u>FY2019</u>
• Net Operational Cash position:	\$551,530	\$694,021 (Unaudited)
• State Equalization Guarantee:	\$3,337,322	\$3,286,223 (Unaudited)
• % of Cash to SEG:	16%	21%
Capital Outlay Revenues:		
• SB-9:	\$274,267	\$244,731
• HB-33:	\$203,778	\$183,596
• Direct Appropriation PSCOC:	\$250,696	-0-
Capital Outlay Fund Balance:		
• SB-9:	\$44,406	\$80,685
• HB-33:	\$323,956	-0-
Long-Term Liabilities:		
• Building	\$2,098,802	
Assets Value (Including Depreciation):		

- Land \$425,000
- Building \$2,530,375

### **Peter McWain - Academics:**

Monte Del Sol serves grades 7-12, has an enrollment capacity of 360 students and was operating close to capacity at 349 students during the 2018-2019 school year. In terms of demographics, 63.3% of the student population identified as Hispanic, 11.2% were English learners and 65% were economically disadvantaged.

Monte Del Sol's teaching methods include a mentoring program (through unpaid, outside volunteers), project-based learning for some teachers, an art show, arts integration and a no-cell-phone policy.

Previously an "A" school, Monte Del Sol earned a "C" in 2016-2017 and a "D" in 2018-2019 from the New Mexico Public Education Department (NM PED). Monte Del Sol indicates several causes for the decline in its school grade:

- Lack of qualified math teachers
- A transition in its school demographics
  - "...seven years ago two students in the graduating class were bilingual Spanish speakers. These years at least half our graduating class are bilingual, with about seven of them earning the bilingual seal last year"
- Community's attitude towards testing
- Technology used for testing
- Mandatory tutoring and blended learning

Monte Del Sol is taking steps to improve student outcomes through an increased focus on formative assessments, employing Florida Virtual Math Courses and Edmentum blended learning math, shifting the attitude regarding testing, collaborative planning and seeking qualified math instructors. Further, Dr. Jessen has participated in the NM PED's Principals Pursuing Excellence.

Monte Del Sol did not report data on PARCC or the Transition Assessment for Math and ELA. The NM PED's website indicates the following for Monte del Sol:

School Code	Subject	Percent Proficient
564000	Math	~ 17%
564000	Read	~28%

[https://webnew.ped.state.nm.us/wp-content/uploads/2019/07/ACC\\_Webfiles\\_2019\\_Proficiencies\\_TAMELA\\_by\\_Content-2019-08-02.xlsx](https://webnew.ped.state.nm.us/wp-content/uploads/2019/07/ACC_Webfiles_2019_Proficiencies_TAMELA_by_Content-2019-08-02.xlsx)

Monte Del Sol's reported MAP data indicates the following:

- 68% of students in grades 7-10 had growth in Mathematics
- 61% of students in grades 7-10 had growth in Reading
- 67% of students in grades 7-10 had growth in Language Usage

The previous state contract for Monte Del Sol spans 5 years (2015-2016 to 2019-2020). The contract identifies four charter-specific goals: Innovative Indicator, Reading for all Students, Math for all Students and Math for Q1. Monte Del Sol indicates that it has not seen sufficient growth in two of the four charter-specific goals.

**Julie Lucero - Special Education:**

Monte Del Sol currently has identified and serves 45 students with disabilities. The school has not identified and is not serving gifted students at this time. The following is the total number served by disability:

- SLD 34
- SLI 4
- ED 5
- Autism 2
- Intellectual Disability 3

Monte Del Sol is providing occupational therapy, speech & language therapy, social work and physical therapy. The number of students receiving physical therapy and occupational therapy is much less than the number receiving social work and speech & language therapy.

Monte Del Sol indicates that it has not received a state complaint or due process request. As the information the school provided is incomplete, the District should request a full audit of Special Education to ensure that all services are being adequately provided.

**Gabe Romero - Operations:**

Construction of Monte del Sol was completed in 2003; it is a relatively new school. Its latest Facility Master Plan, conducted in 2017, describes the school as active and vibrant but lacking some basic facilities such as a gymnasium, library and outdoor practice field. The Capital Improvement Plan estimates the cost to complete the campus master plan at **\$15,894,320**.

General maintenance and preventative maintenance systems are in need of improvement. A maintenance report shows that 31 work orders had been completed since October 2018; only two were for preventative maintenance. Although positive in other areas, the Public Schools Facility Authority (PSFA) Facility Maintenance Assessment Report (FMAR) graded the school as “poor” in maintenance management.

Monte del Sol submitted a comprehensive School Safety Plan, which is in good order and approved by NM PED on April 1, 2019. The school also provided several fire inspection reports. The fire alarm and sprinkler systems’ inspections were adequate; however, not all inspection reports were provided.

A prevalent issue documented in reports and site visits is the lack of physical security. Although the campus has a security camera system, it does not have adequate perimeter fencing, does not employ a security officer and is very porous with separate buildings and classroom portables.

Administration is located inside the school. As a result, those coming on campus may not check in and cannot be adequately monitored. Funding would be required to align these security issues with SFPS’ safety standards.

### **Summary:**

The team values the opportunity to expand school options within SFPS; however, this must be weighed against risk and utilizing precious District resources to provide additional support. Specifically:

- Financial internal controls are not fully developed and the school lacks succession planning;
- Academically, Monte del Sol’s student achievement has been in decline and the school lacks a clear systemic strategic plan to improve student achievement;
- Regarding Special Education, because some information was incomplete, it is difficult to determine if Monte del Sol is in compliance with state and federal guidelines. Additional time is needed to better assess the school’s Special Education program;
- Operationally, the school is reasonably well maintained but lacks basic facilities like a gymnasium, library and practice field;
- There are numerous physical security issues that need to be addressed using scarce capital funding from the District.

For these reasons, the Review Team recommends against Monte del Sol becoming an SFPS charter school.

August 27, 2019

To: Gabe Romero  
Executive Director of Operations  
SFPS

From: A. Robert Jessen  
Head Learner  
Monte del Sol Charter School

Dear Mr. Romero,

You have asked us to provide you with “The timelines for the five construction phases described in Section 4: Capital Improvement plan.” Rather than provide you with exactly that, I will provide you with the update to our Master Plan that we are operating on, which I had planned to present to you at the second meeting--originally planned but ultimately cancelled--prior to the SFPS board meeting.

In February of 2018, we met with Leo Valdez, of Hutchinson, Shockey, Erley & Co., an investment banking firm specializing in public finance, to explore moving forward with our facilities master plan. The original plan had been divided into five phases, hoping to initiate the most critical phase of replacing the portables as quickly as possible. Mr. Valdez illustrated to us that the basis of the plan, using modulars, was not attractive to lenders owing to the shorter life span of the buildings.

In addition, once we determined that non-modulars were a more financially feasible option, it no longer made sense to divide the phases the way we did. Instead, we combined phases I (replacing 6 portable classrooms), II (replacing the two portables housing offices), and V (the construction of a gym). Phases III and IV were more or less interim phases that entailed refurbishing already existing spaces.

Mr. Valdez contacted Sanjay Engineer, vice president of the firm FBT Architects to provide more detailed numbers. Mr. Engineer determined that what were previously known as phases I, II and V could be completed as a wood frame and metal building for \$9,705,000, including a \$2,172,520 payoff of the existing mortgage held by the foundation. The total new debt incurred by the foundation would then be \$7,532,480.

The next step will be to contract with Consilium School Finance Group to do a top to bottom audit of Monte, including interviews with all stakeholders, to confirm the academic integrity and solvency of the school. Once that is complete, we expect to break ground during the summer of 2020 with a construction timeline of a bit more than a year, moving in during fall 2021.

This new addition resolves three current issues for Monte. The first is the retirement of the portables, which have outlived their lifespan. The second is the addition of the gym, which although not necessary would improve both the PE courses and athletics at Monte. The last is the creation of a single point of entry for the school. This is the most critical safeguard that the school can make.

## MdS Academic Strategy

Monte del Sol Charter School educates and inspires Santa Fe's diverse population in grades 7 through 12, by building strong relationships and creatively engaging the local and global community.

To do this, Monte del Sol Charter School will:

- provide a **small school** so each individual is known;
- acknowledge and **celebrate the diversity** of its members and the community;
- connect students with adult community members through the **mentorship** program;
- **foster awareness of the world** through international trips, student exchanges, special events and curricula;
- engage students in the **arts** through events, activities, and curricula;
- teach the importance of **environmental sustainability** in our curricula and through participation in the garden.

Monte del Sol Charter School provides Santa Fe youth with a small school educational setting. Mostly, the daily schedule and academic expectations mirror those of traditional district schools. What sets Monte apart is the focus on community, diversity, and relationships. Teachers and administrators are called by their first names to represent reciprocity in the learning process, and the idea that learning does not stop at graduation is symbolized by the titles of Head and Assistant Head Learner.

From Principals Pursuing Excellence (PPE) to the Transformational Leadership Initiative (TLI), MdS continues to discover how to best meet the diverse needs of its students and community members.

- In 2017-2018, Dr. A. Robert Jessen entered the PPE program
- Year 1(SY2017-18)
  - Established a Core Leadership Team,
  - Annual and 90-plans
    - Systems
    - Data-driven instruction
  - Weekly 90-minute professional development sessions with faculty to deliver new and share existing strategies interim assessments, critical friend protocols and use academic language.

*Based on feedback, the administration determined that the structure of one weekly 90-minute session did not provide sufficient time to cover all business and professional development needs. Monte del Sol has an active NEA chapter and meeting hours are negotiated during collective bargaining.*

- Year 2 (SY2018-19)
  - Scheduled five additional professional development days with all staff in addition to the three days faculty have for planning and grading.
    - mission-specific goals
    - tier I & II interventions
    - project-based learning at Monte del Sol
    - Interpersonal Leadership Styles (ILS)
    - faculty-led presentations on math and literacy instruction
    - restorative justice and safety
    - culturally responsive teaching
  - Annual and 90-plans
    - Tier I Interventions

## MdS Academic Strategy

### ■ Formative Assessments

- Weekly staff meetings and team meetings were scheduled
- Reinstate department coordinators (English, Math, Science, Social Studies, Art, and World Languages), explored vertical alignment, cross-curricular projects, arts integration, and input on budget needs
- Grade-level teams met weekly to discuss students of concern, cross-curricular programming and positive culture events (i.e., gatherings or educational field trips).

*The full-day professional development sessions were useful since they provided time to go deeper into the subject matter and intentionally apply the content to classroom instruction; however, the structure was not sustainable over time, nor did it provide enough consistency to build on themes in a timely manner.*

### ● Year 3 — Year Zero (SY2019-20)

- Formalize Monte's leadership team roles and responsibilities and request a two-year commitment (departments: humanities, math/science, specials; and grade-level teams: 7-8, 9-10, 11-12)
- Shared governance and "flattened leadership"
- Common prep four days per week (8:00-8:55 AM)
- Define Monte's compelling purpose with the support of The Santa Fe Center of Transformational School Leadership
  - Five 2.5-hour sessions with the leadership team
  - Three Appreciative Inquiry (AI) sessions with all MdS stakeholders
  - Examine PBL at MdS
- Expand the number of AP and honors courses offered
  - Honors (English 8, 9, 10, 11, Algebra I & II)
  - AP 2019-20 (Environmental Science, World History, US History, 2-D Art, Spanish Language and Culture, English Literature and Composition)
  - Guide students to earn the Bilingual Seal
- Develop dual credit cohorts and career pathways
  - Computer Science
  - Culinary Arts (towards SFCC certificate)
  - Sustainability (towards SFCC certificate)
  - Trades Math and Math Applications
- Practice common protocols (in documentation and dialogue) to support diverse needs
  - IEP
  - SAT
  - EL
- Specific attention to operations and communication practices
- Involve all stakeholders in the school program development and evaluation

*Monte del Sol continues to learn to do what it does (relational learning) better. Beginning its third decade, Monte seeks to meet the diversity of Santa Fe with engaging educational experiences that prepare students to think critically, act responsibly as a member of a community, and excel as scholars, organizers, athletes, artists, etc. Monte del Sol will continue to evaluate growth in math and ELA with the use of short-cycle assessments and build a culture of collaboration.*

The school shall provide a brief description of some of its unique, innovative, and significant contributions to public education within the same grade level and geographic area in which it is located. These contributions **shall** include: 1. Teaching methods 2. Measures of student achievement 3. Professional development for teachers 4. Learning programs, or 5. Encouraging parental or community involvement

### 1. Teaching methods

**Mentorship Program**—This is the jewel of Monte del Sol. New teachers and teachers from other countries have left our Festival of Learning at the end of the year saying that all students should have this opportunity. Each student graduating from Monte (unless transferring in their senior year) must complete two mentorships. Students may do a mentorship in middle school, but it does not count towards this requirement. Students are placed with mentors as early as possible in the fall, and then spend at least two hours per week outside of school working on their mentorship. Students keep a journal of their efforts. At the end of the year in late April students present their mentorship either to the entire school or to half. We have been able to use the Lensic Theater as a venue the last couple of years.

**Project-Based Learning**—While some teachers have incorporated PBL over the years (English and Art working on illustrated manuscripts of Shakespeare's plays), last year a tour-de-force project was completed by students of a language arts teacher and a history teacher in the 10<sup>th</sup> grade. The ultimate project was a Museum of Peace installation at the Lannan Foundation headquarters that garnered tremendous press and rave reviews from the public who toured the installation.

**Arts Show**—Monte students must also earn two credits in art to graduate. We have strong programs in 2-dimensional art as well as photography using non-digital historical methods, that are presented in an annual arts show in early May. We have been able to do the show at the CCA the last few years. Previously it was held at SFUAD and CSF.

**Arts integration**—All courses are encouraged to integrate the arts into the assignments. The illustrated manuscripts are one example.

**No cell phones**—Students are not allowed to use their phones at all for the entire day, including lunch and passing periods. If a phone is seen by a teacher the student must turn it over to the administration for a week on the first offense, and a month for the second offense. Teachers love it. Students learn to love it.

### 2. Measures of student achievement

- We have spent time and resources identifying at-risk populations and then employing Tier II interventions, in the form of mandatory tutoring sessions and use of a blended learning platform. But assessment through project-based learning has been far more provocative and has anecdotally led to more lasting and impactful student outcomes—teachers have noticed improved EoC scores over previous years without having spent as much time “teaching to the EoC.” The Peace Museum, illuminated manuscripts and completed mentorships are all examples of student achievement that cannot be fully captured on a spreadsheet.

-The Mentorship Program evaluates students based on an essay, the feedback from the Mentor, and the presentation during the festival. It is possible for the student to fail the mentorship, and in that case they have to repeat the mentorship, even if they are a graduating senior. (One senior a few years ago failed a video mentorship, and had to replace it with a white-water rafting mentorship the following summer—he couldn't fake that.)

### 3. Professional development for teachers

Monte del Sol, unlike all other charters in the state, has a functioning union. We have successfully integrated PD into Monte's CBA the last few years, gaining much guidance from the Head Learner's participation in the Principal Pursuing Excellence program, overseen by the state's Priority Schools division. Two years ago we instituted a Core Team to oversee analysis of teaching and learning at Monte. That same year we instituted weekly Tuesday PD sessions after school, with emphasis on Data

Driven Instruction and formative assessments. Although the sessions were well received, PD at the end of the day was not as effective as desired. The following year (last year) we contracted for 5 all-day PD days over the course of the year. Teachers enjoyed and responded well to those efforts, but as shared governance is a key component of Monte's tradition as well as the CBA, we are moving to a more collaborative model where the schedule includes a common-planning period at the beginning of the day. We are focusing formal efforts of PD on a Teacher-Leadership Team under the guidance of the Santa Fe Center for Transformational School Leadership. The goal is to institutionalize the drive and design of professional development in the staff, which will both make it more effective and long-lasting.

Recognizing the fact that our demographics have changed from predominantly "Anglo" students to Latino students part of our professional development has been led by our bilingual coordinator. We also participated in workshops last year with Ensemble Learning, a group from California that works to make schools more responsive to their EL populations. The academic coach, bilingual coordinator, chairs of language arts and the art departments participated in the workshops along with the Head Learner.

We are also trying to re-launch a partnership we had with the SFCC to train teachers for the TESOL certificate. LISTO, Language Institute for Sustainability and Transformative Education @ Oaxaca, took teachers from New Mexico to Oaxaca for two summers. Three teachers from Monte participated as students (three also as instructors and organizers) and felt that the qualitative impact on their teaching was great. (One of the former teachers in the program is Randy Grillo, current Principal Learner at Mandela Magnet School).

#### 4. Encouraging parental or community involvement

- Community involvement at Monte is best exemplified by the Mentorship Program. The mentors for our students (over 140 mentorships last year) are all unpaid volunteers from the community. While a few are parents (who never mentor their own child), the vast majority have no official connection to the school whatsoever. Five years ago the Santa Fe Institute studied the mentorship program to learn how it can create community links in Santa Fe that build greater civil society.

- Parental involvement also happens through our sports teams, which currently include boys and girls soccer, boys and girls basketball and girls volleyball. Three years ago the parents formed a Booster Club to support the teams financially and have successfully held a car raffle the past three years.

- The Foundation for Monte del Sol is also evidence of parental support, with all of the members being current parents. During registration every year the Foundation staffs a table which signs parents and family members up to volunteer for fund-raising events or other services.

- Parents are also encouraged to get involved through the bilingual program's parent nights, enlisting them as chaperones on the beginning of the year camping trips.

#### Academic Performance

Provide a narrative that describes the improvement actions targeted to improve the school's letter grade (school/adult/leader/teacher actions) and the success of those actions (student academic successes/improved outcomes). Implementation of the described improvement actions should be verifiable through documented evidence at the **site visit**. Please identify specific evidence of both the school/adult/leader/teacher actions and the student academic successes/improved outcomes in the narrative. The narrative should reference performance data that can be reviewed and verified either during the site visit or during the "desk audit" review of the application. Please attach in an appendix and reference the appendix by name in the narrative. **NOTE: The SY2019 School Accountability Report will be considered by the Santa Fe Public Schools at renewal. A school may provide a narrative response to its School Accountability Report.**

Monte's school grade was always an A or B prior to the implementation of the PARCC test, after which we earned a D. We went up to a C the year before last, earning a D last year, which we partially attribute to our former registrar neglecting to submit our career and college readiness data (we have 4-6 AP courses

per year and that year we show none in the official reporting). This year a cursory examination of the “non-PARCC” test shows students scoring significantly higher. While I would like to attribute this to improved teaching, it also may be partially owing to reduced testing fatigue.

Whatever the cause, the school grade caused teachers and staff at Monte to reexamine our methodology. It made sense to do so also because our demographics had changed with a significant increase in the number of EL students. (I also would like to point out that seven years ago two students in the graduating class were bilingual Spanish speakers. These years at least half our graduating class are bilingual, with about seven of them earning the Bilingual Seal last year.) The Head Learner was accepted into the PPE program and introduced efforts to create teacher leadership and a focus on data-driven instruction. Please see information above on professional development.)

Another area where we have tried to improve the school grade is in the attitude towards the test. The first year of PARCC implementation was mostly a technical effort, trying to use computers and an insufficient Wi-Fi network to take all the tests on laptops and iPads. In addition there was resistance on the part of parents and some teachers to the implementation of the test. Tests fail as a measure if there is no effort put into it by the students. Hence, in addition to improving our instruction with more attention on formative assessments, collaboration among teachers and the use of PBL to motivate them, we have also worked on the “psy-ops” of testing. Monte students and parents (and staff) now take the tests more seriously.

**School Specific Charter Goals** Pursuant to NMCA 22-8B-9.1, each charter school authorizer must allow for the inclusion of additional rigorous, valid and reliable indicators proposed by a charter school in each school’s performance framework to augment external evaluations of its performance, provided that the chartering authority approves the quality and rigor of the indicators and the indicators are consistent with the purposes of the Charter Schools Act.

The charter contract with the state also includes metrics that are both more useful to teachers than the end-of-year tests (likened to an “autopsy”) and I would contend are more accurate. The NWEA MAPs tests allow teachers to respond to students’ learning during the school and this year shows significant growth. The students scores this year shows Monte actually meeting growth goals for two of the three goals and coming close in the other. For the Q1 percentile Monte students actually exceeded the goal.

	2017-18	2018-19
MAP test & grade level	% w growth & proficiency	% w growth & proficiency
Math 7	71%	87%
Math 8	64%	78%
Math 9	61%	74%
Math 10	93%	75%
Total	71%	78%

Reading 7	49%	75%
Reading 8	77%	64%
Reading 9	62%	78%
Reading 10	88%	69%
Total	67%	71%
Q1 Math		
7th Grade	46%	87%
8th Grade	70%	76%
9th Grade	65%	73%
10th Grade	100%	92%
Q1 Math Totals	64%	81%

**Indicate school years covered in the term of the previous contract: All applicants must report on each school specific charter goal that is included in the school's performance framework.** Applicants must provide a summary analysis of their performance on each goal in over the term of the contract. This analysis must state, for each year of the contract, whether the goal was met and must include longitudinal data that can show the progress of the school over the contract term. For each goal, the applicant should provide a visual representation of the longitudinal data.

Years covered: 2019-20, 2018-19, 2017-18, 2016-17, 2015-16

We are working on a graphic analysis. There are four measures, one of which is an "Innovative Indicator," which was a category created by the PEC for Monte when we negotiated the contract and wanted to include a measure showing the impact of mentorship on a student's performance. The current years data is not yet in, but we are including a pdf of last year's performance on the indicator.

We are also working on a graphic indicator of the other three measures: reading for all students, math for all students and math for Q1. We are including longitudinal measure for the last two years for these three measures. (The contract does not indicate if the goal is to be met each year or was a goal for the five years of the contract.)

**If Monte Del Sol did not meet all of their goals in each year of the contract term,** provide a narrative that addresses the improvement actions (**school/adult/leader/teacher actions**) targeted to improve the school's performance on that school specific goal and the success of those actions (**student academic successes/improved outcomes**). The purpose of the narrative is to demonstrate substantial progress

toward achieving and maintaining sufficient performance on the school specific goal. The narrative should only address a goal that was not met in each year of the contract term. Implementation of the described improvement actions should be verifiable through documented evidence at the site visit.

*Regarding the two math goals, the first and foremost plan is to hire capable math teachers. There is a shortage of STEM teachers in New Mexico, and we have felt that significantly. We have had success last year and we hope this year with staffing in these courses. When we have had a teacher leave, we have used Florida Virtual Courses to augment the students' course. This year and last we have employed Edmentum blended learning to help teachers assess students need and as a tool to increase students' engagement and performance.*

*The Head Learner also visited Oakland Unity Charter School, which has had incredible success in their students' math performance with the incorporation of Kahn Academy. Solving the Math Problem: An Urban Math Classroom Proves Student Responsibility Is The Real Solution. Kindle Edition by [Peter McIntosh](#) (Author). Teachers have begun to implement incorporation of Kahn Academy and other on line tools at varying levels.*

**Please identify specific evidence of both the school/adult/leader/teacher actions and the student academic successes/improved outcomes in the narrative.** The narrative should reference performance data that can be reviewed and verified either during the site visit or during the "desk audit" review of the application. If providing data, please attach in an appendix and reference the appendix by name in the narrative.

The school and instruction is a whole. Our responses to previous queries is also applicable in this section. We have come to realize that our answers to these questions mostly lie within the school through improved collaboration. Breaking down the walls between classrooms and encouraging students and teachers to create assignments that have authentic audiences, such as the public at the Lannan Foundation in the case of the Peace Museum, is one of the answers. Engaging students through their feeling of participating in a community is another. Yet another is through social and emotional learning, allowing students to feel safe and respected. Doing all of that and without neglecting the nuts and bolts of formative assessments and data-driven instruction is what we are dedicated to doing.

A charter school is a public school accredited by the Public Education Department (“PED”). The Board has the authority to approve the establishment of a district-chartered school within the District. Such charter schools shall be accountable to the District for purposes of ensuring compliance with applicable laws, rules, and charter provisions. State-chartered within the District are not under the authority of the District.

### **Initial Application**

No later than the second Tuesday of January of the year in which an application will be filed, the organizers of a proposed charter school, located within the District, shall provide written notification to the Public Education Commission and the District of their intent to establish a charter school. Failure to notify may result in an application not being accepted.

A charter school application to the District shall contain the following:

1. The mission statement of the charter school;
2. The goals, objectives and student performance outcomes to be achieved by the charter school;
3. A description of the charter school’s educational program, student-performance standards and curriculum that must meet or exceed state educational standards and must be designed to enable each student to achieve those standards;
4. A description of the way a charter school’s educational program will meet the individual needs of the students, including those students determined to be at risk;
5. A description of the charter school’s plan for evaluating student performance, the types of assessments that will be used to measure student progress toward achievement of the state’s standards and the school’s student performance outcomes, the time line for achievement of the outcomes and the procedures for taking corrective action in the event that student performance falls below the standards;
6. Evidence that the plan for the charter school is economically sound, including a proposed budget for the term of the charter and a description of the manner in which the annual audit of the financial and administrative operations of the charter school is to be conducted;
7. Evidence that the fiscal management of the charter school complies with all applicable federal and state laws and rules relative to fiscal procedures;
8. Evidence of a plan for the displacement of students, teachers and other employees who will not attend or be employed in the conversion school;
9. A description of the governing body and operation of the charter school, including:
  - a. how the governing body will be selected;
  - b. qualification and terms of members, how vacancies on the governing body will be filled and procedures for changing governing body membership; and

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- c. the nature and extent of parental, professional educator and community involvement in the governance and operation of the school;
10. An explanation of the relationship that will exist between the proposed charter school and its employees, including evidence that the terms and conditions of employment will be addressed with affected employees and their recognized representatives, if any;
11. The employment and student discipline policies of the proposed charter school;
12. An agreement between the charter school and the District regarding the respective legal liability of each and applicable insurance coverage;
13. A description of how the charter school plans to meet the transportation and food service needs of its students;
14. A description of any lawful waivers that the charter school is requesting or that will be provided from the District or the PED and the charter school's plan for addressing and using these waiver requests; and
15. A description of the facilities the charter school plans to use.

### **Procedures for Application or Renewal Charter**

A charter school may be approved for an initial term of six years; provided that the first year shall be used exclusively for planning and not for completing the application. A charter may be renewed for successive periods of five years each. Approvals of less than five years may be agreed to between the charter school and the District.

During the planning year, the charter school shall file a minimum of three status reports with the District and the PED for the purpose of demonstrating that the charter school's implementation progress is consistent with the conditions, standards and procedures of its approved charter. The report content, format and schedule for submission shall be as agreed to by the District and the charter school and become part of the charter contract. Prior to the end of the planning year, the charter school shall demonstrate that its facilities meet all state requirements.

The procedures to apply for a District charter school are as follows:

1. No later than the second Tuesday of January of the year in which an application will be filed, the organizers of a proposed charter school shall provide written notification to the District of their intent to establish a charter school;
2. For initial charters, the application shall be submitted between June 1 and July 1 to be eligible for consideration for the following fiscal year; that deadline may be waived upon written agreement of the applicant and the District;
3. The Board shall receive and review all applications for charter schools. No application fees will be charged;
4. An application may be made by one or more teachers, parents or community members or by a public post-secondary educational institution or non-profit organization;
5. An application shall include the total number of grades the charter school proposes to provide, either immediately or phased. A charter school may

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- decrease the number of grades it eventually offers, but it may not increase the number of grades or the total number of students proposed to be served in each grade.
6. An application shall include a detailed description of the charter school's projected facility needs, including projected requests for capital outlay assistance that have been approved by the director of the District's facilities authority or the director's designee. The director shall respond to a written request for review from a charter applicant within forty-five (45) days of the request.
  7. The Board shall hold at least one meeting to obtain information and community input to assist the Board in its decision regarding whether to grant a charter school application;
  8. The Board may approve, approve with conditions or deny a charter school application. An application may be denied if:
    - (a) the application is incomplete or inadequate;
    - (b) the application does not propose to offer an educational program consistent with the requirements and purposes of the Charter Schools Act;
    - (c) the proposed head administrator or other administrative or fiscal staff was involved with another charter school whose charter was denied or revoked for fiscal mismanagement or the proposed head administrator or other administrative or fiscal staff was discharged from a public school for fiscal mismanagement; or
    - (d) the application is otherwise contrary to the best interests of the charter school's projected students, the local community or the District.
  10. If the Board denies a charter school application or approves the application with conditions, it shall state its reasons for the denial or conditions in writing within fourteen days of the meeting. If Board grants a charter, the approved charter shall be provided to the applicant together with any imposed conditions.
  11. A charter school that has received a notice from the board denying approval of the charter has a right to a hearing by the Secretary of Education by filing a notice of appeal with the Secretary within thirty (30) days after the District's decision.

No later than two hundred seventy days prior to the date in which the charter expires, the governing body may submit a renewal application to the District. Upon receipt of a renewal application, the District shall rule in a public hearing on the renewal application no later than one hundred eight days prior to the expiration of the charter.

A charter school renewal application submitted to the District shall contain:

1. a report on the progress of meeting the academic performance financial compliance and governance responsibilities of the charter school, including achieving the goals, objectives, student performance outcomes, state minimum educational standards and other terms of the charter contract, including the accountability requirements set forth in state law;
2. a financial statement that discloses the costs of administration, instruction and other spending categories for the charter school that is understandable to the

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- general public, that allows comparison of costs to other schools or comparable organizations and that is in a format required by the PED;
3. a copy of the charter Performance Compact, executed in compliance with state law and applicable district policies and regulations;
  4. a petition in support of the charter school renewing its charter status signed by not less than sixty-five percent (65%) of the employees in the charter school;
  5. a petition in support of the charter school renewing its charter status signed by at least seventy-five percent (75%) of the households whose children are enrolled in the charter school; and
  6. a description of the charter school facilities and assurances that the facilities are in compliance with the requirements of state law.

### **Charter Oversight**

The District shall monitor the fiscal, overall governance and student performance, and legal and/or contractual compliance of the charter schools that it oversees, including reviewing the data provided by the charter school to support ongoing evaluation according to the charter Performance Compact. The District may also conduct or require oversight activities that allow it to fulfill its legal obligations as a chartering authority and the terms of the charter contract, as long as it does not unduly inhibit the autonomy granted to District-authorized charter schools.

As part of its performance review of a charter school, the District shall visit a charter school under its authority at least once annually to provide technical assistance to the charter school and to determine the status of the charter school and the progress of the charter school toward the performance framework goals in its charter contract.

If, based on the performance review conducted by the District, a charter school's fiscal, overall governance or student performance, or legal compliance appears unsatisfactory, the District shall promptly notify the governing body of the charter school of the unsatisfactory review and provide reasonable opportunity for the governing body to remedy the problem. The District may also take appropriate corrective actions or exercise sanctions, as long as such sanctions do not constitute revocation, in response to the unsatisfactory review. Such actions or sanctions by the District may include requiring a governing body to develop and execute a corrective action plan with the chartering authority that sets forth time frames for compliance. If the unsatisfactory review warrants revocation, the revocation procedures set forth in this policy shall apply.

The District shall submit an annual report to the PED Charter School Division, including a performance report for each charter school that it oversees, in accordance with the performance framework set forth in the charter contract.

### **Suspension, Revocation or Nonrenewal of Charter**

A charter may be suspended, revoked or not renewed by the District if the District determines that the charter school did any of the following:

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1. committed a material violation of any of the conditions, standards or procedures set forth in the charter contract;
2. failed to meet or make substantial progress toward achievement of the PED's minimum educational standards or student performance standards identified in the charter contract;
3. failed to meet generally accepted standards of fiscal management; or
4. violated any provision of law from which the charter school was not specifically exempted.

The Board delegates to the Administration responsibility for developing procedures for suspension, revocation or nonrenewal of a charter, in compliance with state law. Likewise, the Board delegates to the Administration charter school closure protocol to ensure timely notification to parents, orderly transition of students and student records to new schools and proper disposition of school funds, property and assets in accordance relevant law.

If the District suspends, revokes or does not renew a charter, the District shall state in writing its reasons for the suspension, revocation or nonrenewal. If a charter school is ordered closed for any reason, prior to closure, the District shall oversee and work with the closing school to ensure a smooth and orderly closure and transition for students and parents according to the closure protocol.

While a charter school is suspended, the charter school will operate under the jurisdiction and the policies of the Board.

### **Charter School Performance Contract**

The District shall enter into a contract with the governing body of the applicant charter school within thirty (30) days of Board approval of the charter application. The District utilizes a Performance Compact for that purpose. The charter contract shall be the final authorization for the charter school and shall be part of the charter. If the District and the applicant charter school fail to agree upon the terms of or enter into a contract within thirty (30) days of the approval of the charter application, either party may appeal to the Secretary of Education to finalize the terms of the contract; provided that such appeal must be provided in writing to the Secretary of Education within forty-five (45) days of the approval of the charter application.

The Administration shall make all necessary arrangements for timely preparation of and negotiations for a legally sufficient contract.

### **Grandfathered Charter Schools**

All District-authorized charter schools in existence on the date this policy is approved, shall be subject to the provisions of this policy, including the oversight provisions, and shall comply with the renewal process, as described herein, no later than the second Tuesday in January of the following calendar year.

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**Other Provisions**

No District employees are required to be employed in a charter school.

No student residing within the geographic boundary of the District is required to enroll in a charter school. A student who is suspended or expelled from a charter school shall be deemed to be suspended or expelled from District if that student resides within District boundaries.

**Legal Reference:** NMSA 1978, §§ 22-8B-1 *et seq.* (2011).

August 27, 2019

To: Gabe Romero  
Executive Director of Operations  
SFPS

From: A. Robert Jessen  
Head Learner  
Monte del Sol Charter School

Dear Mr. Romero,

You have asked us to provide you with “The timelines for the five construction phases described in Section 4: Capital Improvement plan.” Rather than provide you with exactly that, I will provide you with the update to our Master Plan that we are operating on, which I had planned to present to you at the second meeting--originally planned but ultimately cancelled--prior to the SFPS board meeting.

In February of 2018, we met with Leo Valdez, of Hutchinson, Shockey, Erley & Co., an investment banking firm specializing in public finance, to explore moving forward with our facilities master plan. The original plan had been divided into five phases, hoping to initiate the most critical phase of replacing the portables as quickly as possible. Mr. Valdez illustrated to us that the basis of the plan, using modulars, was not attractive to lenders owing to the shorter life span of the buildings.

In addition, once we determined that non-modulars were a more financially feasible option, it no longer made sense to divide the phases the way we did. Instead, we combined phases I (replacing 6 portable classrooms), II (replacing the two portables housing offices), and V (the construction of a gym). Phases III and IV were more or less interim phases that entailed refurbishing already existing spaces.

Mr. Valdez contacted Sanjay Engineer, vice president of the firm FBT Architects to provide more detailed numbers. Mr. Engineer determined that what were previously known as phases I, II and V could be completed as a wood frame and metal building for \$9,705,000, including a \$2,172,520 payoff of the existing mortgage held by the foundation. The total new debt incurred by the foundation would then be \$7,532,480.

The next step will be to contract with Consilium School Finance Group to do a top to bottom audit of Monte, including interviews with all stakeholders, to confirm the academic integrity and solvency of the school. Once that is complete, we expect to break ground during the summer of 2020 with a construction timeline of a bit more than a year, moving in during fall 2021.

This new addition resolves three current issues for Monte. The first is the retirement of the portables, which have outlived their lifespan. The second is the addition of the gym, which although not necessary would improve both the PE courses and athletics at Monte. The last is the creation of a single point of entry for the school. This is the most critical safeguard that the school can make.

## MdS Academic Strategy

Monte del Sol Charter School educates and inspires Santa Fe's diverse population in grades 7 through 12, by building strong relationships and creatively engaging the local and global community.

To do this, Monte del Sol Charter School will:

- provide a **small school** so each individual is known;
- acknowledge and **celebrate the diversity** of its members and the community;
- connect students with adult community members through the **mentorship** program;
- **foster awareness of the world** through international trips, student exchanges, special events and curricula;
- engage students in the **arts** through events, activities, and curricula;
- teach the importance of **environmental sustainability** in our curricula and through participation in the garden.

Monte del Sol Charter School provides Santa Fe youth with a small school educational setting. Mostly, the daily schedule and academic expectations mirror those of traditional district schools. What sets Monte apart is the focus on community, diversity, and relationships. Teachers and administrators are called by their first names to represent reciprocity in the learning process, and the idea that learning does not stop at graduation is symbolized by the titles of Head and Assistant Head Learner.

From Principals Pursuing Excellence (PPE) to the Transformational Leadership Initiative (TLI), MdS continues to discover how to best meet the diverse needs of its students and community members.

- In 2017-2018, Dr. A. Robert Jessen entered the PPE program
- Year 1(SY2017-18)
  - Established a Core Leadership Team,
  - Annual and 90-plans
    - Systems
    - Data-driven instruction
  - Weekly 90-minute professional development sessions with faculty to deliver new and share existing strategies interim assessments, critical friend protocols and use academic language.

*Based on feedback, the administration determined that the structure of one weekly 90-minute session did not provide sufficient time to cover all business and professional development needs. Monte del Sol has an active NEA chapter and meeting hours are negotiated during collective bargaining.*

- Year 2 (SY2018-19)
  - Scheduled five additional professional development days with all staff in addition to the three days faculty have for planning and grading.
    - mission-specific goals
    - tier I & II interventions
    - project-based learning at Monte del Sol
    - Interpersonal Leadership Styles (ILS)
    - faculty-led presentations on math and literacy instruction
    - restorative justice and safety
    - culturally responsive teaching
  - Annual and 90-plans
    - Tier I Interventions

## MdS Academic Strategy

### ■ Formative Assessments

- Weekly staff meetings and team meetings were scheduled
- Reinstate department coordinators (English, Math, Science, Social Studies, Art, and World Languages), explored vertical alignment, cross-curricular projects, arts integration, and input on budget needs
- Grade-level teams met weekly to discuss students of concern, cross-curricular programming and positive culture events (i.e., gatherings or educational field trips).

*The full-day professional development sessions were useful since they provided time to go deeper into the subject matter and intentionally apply the content to classroom instruction; however, the structure was not sustainable over time, nor did it provide enough consistency to build on themes in a timely manner.*

### ● Year 3 — Year Zero (SY2019-20)

- Formalize Monte's leadership team roles and responsibilities and request a two-year commitment (departments: humanities, math/science, specials; and grade-level teams: 7-8, 9-10, 11-12)
- Shared governance and "flattened leadership"
- Common prep four days per week (8:00-8:55 AM)
- Define Monte's compelling purpose with the support of The Santa Fe Center of Transformational School Leadership
  - Five 2.5-hour sessions with the leadership team
  - Three Appreciative Inquiry (AI) sessions with all MdS stakeholders
  - Examine PBL at MdS
- Expand the number of AP and honors courses offered
  - Honors (English 8, 9, 10, 11, Algebra I & II)
  - AP 2019-20 (Environmental Science, World History, US History, 2-D Art, Spanish Language and Culture, English Literature and Composition)
  - Guide students to earn the Bilingual Seal
- Develop dual credit cohorts and career pathways
  - Computer Science
  - Culinary Arts (towards SFCC certificate)
  - Sustainability (towards SFCC certificate)
  - Trades Math and Math Applications
- Practice common protocols (in documentation and dialogue) to support diverse needs
  - IEP
  - SAT
  - EL
- Specific attention to operations and communication practices
- Involve all stakeholders in the school program development and evaluation

*Monte del Sol continues to learn to do what it does (relational learning) better. Beginning its third decade, Monte seeks to meet the diversity of Santa Fe with engaging educational experiences that prepare students to think critically, act responsibly as a member of a community, and excel as scholars, organizers, athletes, artists, etc. Monte del Sol will continue to evaluate growth in math and ELA with the use of short-cycle assessments and build a culture of collaboration.*