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SUSANA MARTINEZ
GOVERNOR

2019 Charter School Renewal Report

School Name: Middle College High School
School Address: UNM Gallup 705 Gurley St, Gallup, NM 87301
Head Administrator: Dr. Robert D. Hunter
Business Manager: Kim Brown
Authorized Grade Levels: 10-12
Authorized Enrollment: 100
Contract Term: August 13, 2018 – June 30, 2019

Mission: *"The mission of the Middle College High School (MCHS) is to augment the Gallup-McKinley public school system through the offering of concurrent enrollment and an innovative and high quality individualized learning environment on the campus of UNM-Gallup for students in grades 10-12. The school is designed to utilize UNM Gallup resources so that students have expanded opportunities for postsecondary advancement."* (School Website)

Background: Mission College High School has been operating as a Charter School since 2002. The current contract was signed August 13, 2018 for the 2018-2019 school year only. Renewal recommendations are generally based on data from the current contract only. However, the school provided documentation from several prior years for the school's version of Part A (Data Report) and Part B (Progress Report). Since it is too early in the contract to gather appropriate data, last year's data was reviewed and analyzed by CSD and compared to the prior year.

The Gallup-McKinley County School District (GMCS) initially approved the Middle College High School renewal application on October 16, 2017 and contract was signed on November 2, 2017. On April 25, 2018, the GMCS unanimously approved to host a revocation hearing and, on July 6, 2018, the GMCS issued "an intent to revoke the charter for Middle College High School." A settlement agreement was reached and signed on August 13, 2018 (along with the current one-year charter contract term). As part of the settlement agreement, the Governing Council also agreed to "accept a corrective action plan (CAP) to address issues deemed necessary by the Board of Education to facilitate the successful completion of the one school year charter contract in accordance with the Charter Schools Act and the oversight required by Board of Education to allow the School sufficient time to seek a State-chartered charter from the PEC." The Settlement Agreement, Corrective Action Plan (CAP), and the school's most recent update provided to GMCS are attached as Appendix A.

PED Recommendation

The PED recommends **renewal for a term of 5 years with defined goals for school improvement in the academic framework** because the school demonstrated substantial progress towards the Department's standards for excellence (NMSA 1978 § 22-8B-12[K][2]) during the last year, but with noted areas of concern.

Academic. The school earned an Overall Grade of **A** in the A-F School Grading Report in 2018, which was an improvement from a C in 2017. In addition, the school improved the letter grade in all subcategories from 2017 to 2018. However, low achievement in *improvement of lower performing students* (Q1), particularly in reading, was observed.

For 2018, the mission specific goal of utilizing the college placement assessment (Accuplacer) as both pre- and post-tests to determine students' annual growth in reading and mathematics was met, earning a **"Meets Standard"**.

The two optional supplemental indicators were rated as follows:

- #1 - Concurrent enrollment to expand opportunities for postsecondary advancement earned a **"Meets Standard"** rating because the actual average (52.67) was higher than the projected average (50.5).
- #2 - Survey to measure student retention results in the year following their graduation from the program earned a **"Meets Standard"**. The Performance Framework indicates that a "Meets Standard" rating is earned when more than 80% of the graduates enter a 4-year college program and 70% remain enrolled a year later. 81.1% of the 2017 Middle College graduates enrolled in a 4-year college program and surveys conducted in the spring of 2018 (via phone and email) indicated that all (81.1%) were still enrolled.

Financial. The school had zero (0) audit findings in the 2018 report for FY2017.

Organizational. According to the school, annual site visits were not conducted by the local authorizer and site visit reports were not provided. The latest performance framework evaluation provided to CSD (from FY2017) indicated that all indicators in the Organizational Performance Framework were rated "Meets Standard". During the renewal site visit, the CSD staff provided technical assistance regarding the Performance Framework indicators and how they would be evaluated annually, if approved by the PEC to become a state-authorized charter school.

5-Year Renewal Conditions. Below are proposed conditions for charter renewal:

- Implement a continuous improvement plan such as NM DASH to improve Q1 *student achievement* resulting in a letter grade of at least a "C" in the category currently titled 'Student Improvement of Lowest Performing Students' on the A-F School Grading Report during each year of its contract (2019-2020 through 2023-2024).

Evaluation of PART B (Progress Report) *based on the rubric contained in the application*

Part A – Section 1. ACADEMIC PERFORMANCE		
1.a	Department's Standards of Excellence— A-F School Letter Grades	<i>Demonstrates Substantial Progress</i>
1.b	Specific Charter Goals	<i>Meets the Standard</i>

Part A – Section 2. FINANCIAL COMPLIANCE		
2.a	Audit	<i>Meets the Standard</i>
2.b	Board of Finance	<i>Not applicable; prepared to do so if approved</i>
Part A – Section 3. CONTRACTUAL, ORGANIZATIONAL, AND GOVERNANCE		
3.a	Material Terms	<i>Meets the Standard</i>
3.b	Organizational Performance Framework	<i>Demonstrates Substantial Progress</i>
3.c	Governance Responsibilities	<i>Demonstrates Substantial Progress</i>

Stakeholder Interviews

Stakeholder interviews were conducted on September 26, 2018 at Middle College High School. The participants included eleven (11) parents, four (4) students, the Governing Board President, and one (1) staff member.

Parents commented about the challenging curriculum as well as the support received by the school. Several (7) of the parents have had more than one child attend the school. Many expressed appreciation that their children could earn college credits. A few mentioned that the school supports all students, not just the top performers. One set of parents spoke about their son's autism and the wonderful results they have seen as a result of attending this school. Another parent spoke about her two children who are very different and who both thrived at Middle College. One parent mentioned that her daughter was able to earn an Associate's degree with her high school diploma which was easy for her. A parent explained that her daughter has a learning disability, was humiliated at other schools, has utilized tutor time at the Middle College and now has a 3.7 GPA. All of the parents complained about how the school is being treated by the local district this year, including that the students are not allowed to participate in the home high school activities, athletics, and even proms – which was not the case in the past.

Each of the students stated that the main reason they chose Middle College High School was for the challenge. Two had previously attended private schools and two had attended traditional public schools. They commented that there was little to no bullying at this school and that there were seldom any fights like at other schools. They mentioned tutoring, various levels of classes, and workforce routes as ways for students who are less motivated by the challenge.

The Governing Board President originally was employed as the CFO at UNM Gallup and really liked what the school was doing, the opportunities for the students, and the ability to get college credits. He was asked to serve on the board again after he returned to the area from the east. He has only been on the board since May 2018 and was aware of the overall school grade (A) and that the students perform well at UNM. When asked why the school decided to charter with the state, his response was that the board considered the school to be no different than any other district high school but “the district does not seem to want us” and the district has repeatedly denied an increase in the enrollment cap even though the school has room. Regarding cash reserves, he stated that they keep reserves so that the school can keep operating if finances are cut. The school owns the portable buildings and would like to do maintenance. They are also looking into transportation and food services.

The teacher who was interviewed explained that he chose to teach at this school due to the reputation. He claimed that it is not bureaucratic and that he is treated as a professional. He is observed regularly and gets actual feedback on how to improve his craft. He said “There is an opportunity to collaborate” with other teachers and he described his interactions with the UNM history professors to informally monitor Middle College students who are not attending class or are struggling.

Please see the following sections of the renewal application package:

Part A: Data Report and Current Charter Contract Performance (prepared by CSD)	5
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Part A: Data Report and Current Charter Contract Performance

SECTION 1. ACADEMIC PERFORMANCE

School Grading is part of state and federal statute that mandates accountability for all public schools. In 2011, New Mexico lawmakers enacted requirements that schools demonstrate progress through a grading system similar to that applied to students, A-B-C-D-F (§22-2-1, §22-2-2, and §22-2E-1 to §22-2E-4) (6.19.8.1 NMAC – N, 12-15-11). The statute requires the governing body of a charter school rated D or F to prioritize its resources toward proven programs and methods linked to improved student achievement until the public school earns a grade of C or better for two consecutive years (§22-2E-4 [E] NMSA 1978).

In 2011, New Mexico lawmakers also enacted requirements that each charter school authorizer develop a performance framework to set forth academic performance expectations. The statute requires each charter authorizer to collect, analyze and report all data from state assessment tests in accordance with the performance framework (§22-8B-9.1 NMSA 1978).

Each school in New Mexico is included in one of two School Grading systems either for elementary/middle schools or high schools. Although total possible points for either system add up to 100 in which points earned determine a school's letter grade, the two grading systems have different point allocations and components. The elementary/middle school grading system emphasizes *“more competency-based, while the emphasis in high school is on successful completion of high school and preparation for college or career. Charter schools are held to the same standards and calculations as regular public schools.”*¹ In addition, schools may earn up to five additional or *bonus* points for reducing truancy, promoting extracurricular activities, engaging families, and using technology. The School Grading Report Card also provides school leaders with information comparing their school to schools with similar student demographic characteristics.

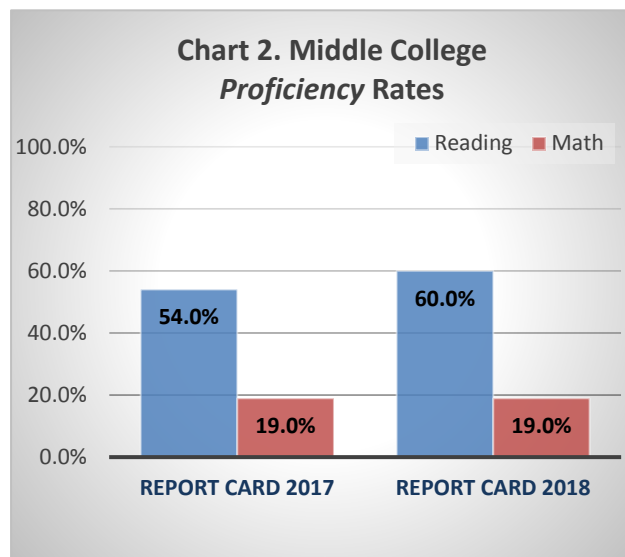
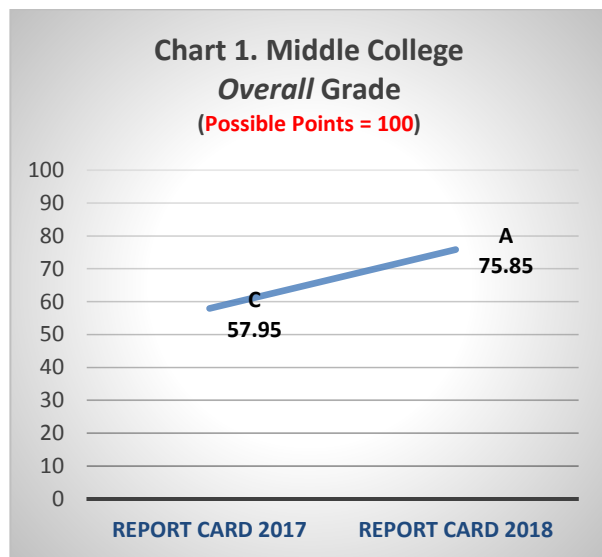
The following information provides a snapshot of the school's academic performance over the last four (4) years. The analysis in this section will discuss the school's performance over time in each component of the letter grade report.

¹ The “A-F School Grading: Frequently Asked Questions [FAQ]” by the New Mexico Public Education Department may be obtained at: <http://aae.ped.state.nm.us/SchoolGradingLinks/1718/Technical%20Assistance%20for%20Educators/School%20Grading%20FAQs%202018.pdf>.

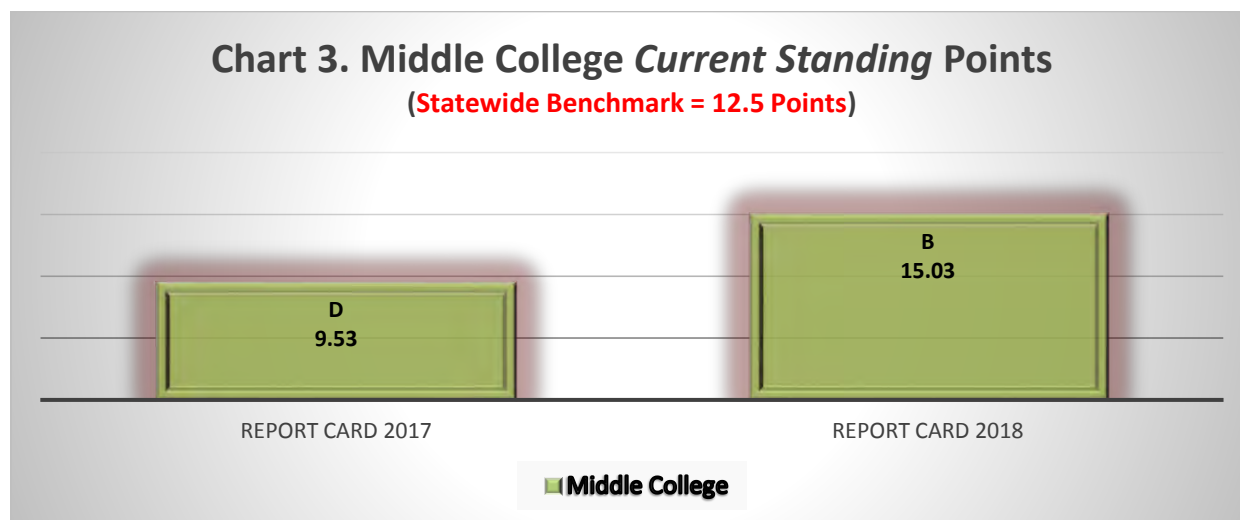
1a. Department's Standards of Excellence—A-F Letter Grades

This section includes analysis of academic performance of the school towards meeting the Department's Standards of Excellence –A-F School Grading System through the 2017-2018 school year.

Overall Standing. Chart 1 illustrates Middle College's overall school grade in each of the last 2 years. The school earned an "A" in 2018, including 4.67 in bonus points. Note that beginning in 2018-2019 bonus points will be eliminated as part of the state's federally approved Every Student Succeeds Act (ESSA) Plan.³

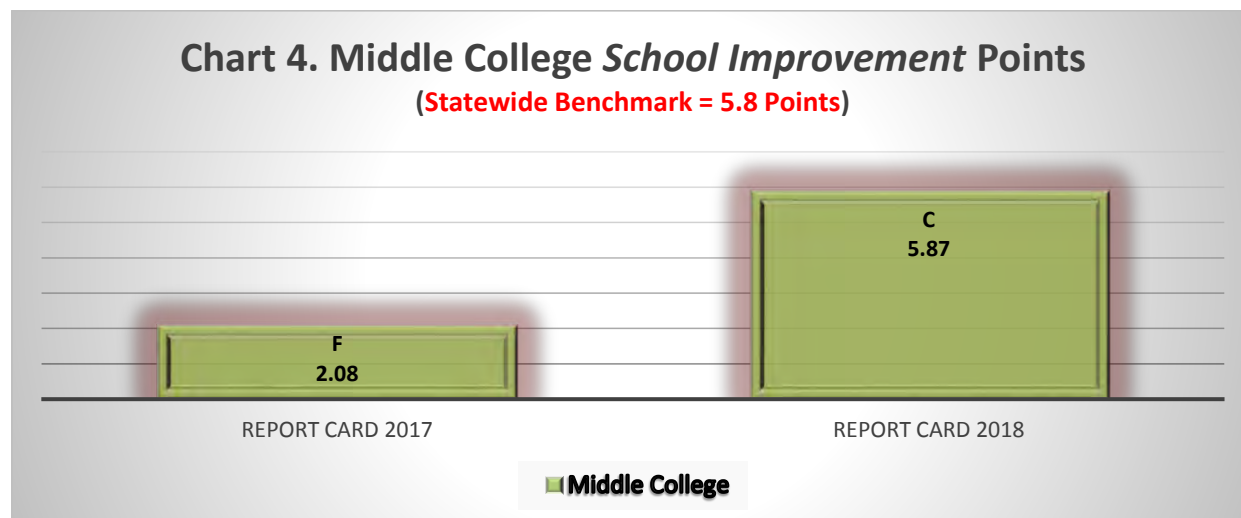


Current Standing. Current standing measures both grade level proficiency and student performance in comparison to expected performance based on statewide peer performance; statewide peers are identified based on prior achievement and student mobility. In 2018 (Chart 3), the school earned 15.03 points out of 30 possible points in this category, which was significantly above the statewide benchmark (established in 2012) of 12.5 points.



³ See New Mexico Rising: New Mexico's State Plan for the Every Student Succeeds Act, p. 70 which may be obtained at: <https://www2.ed.gov/admins/lead/account/stateplan17/nmcsa2017.pdf>

School Improvement. The *school improvement* performance (formerly known as *School Growth*) on the School Grading Report compares overall student performance from year to year. Growth can be positive or negative. When it is positive, school performance is better than expected when compared to others schools with the same size, mobility, and prior student performance. Chart 4 indicates the school earned 5.87 in 2018, above the statewide benchmark of 5.8 points.



Under the *school improvement* section of the School Grading Report growth indices for both reading and math are presented (chart 5 to the right). A growth index of zero (0) indicates the expected score for each area when compared to other schools with the same size, mobility and prior student performance. A positive index indicates that the school performed better than was expected while a negative index indicates that the school did not perform as expected when compared to similar schools and students.

In 2017-2018, a positive growth index was observed in reading and a negative growth index in math (though the growth did improve from 2016-2017).

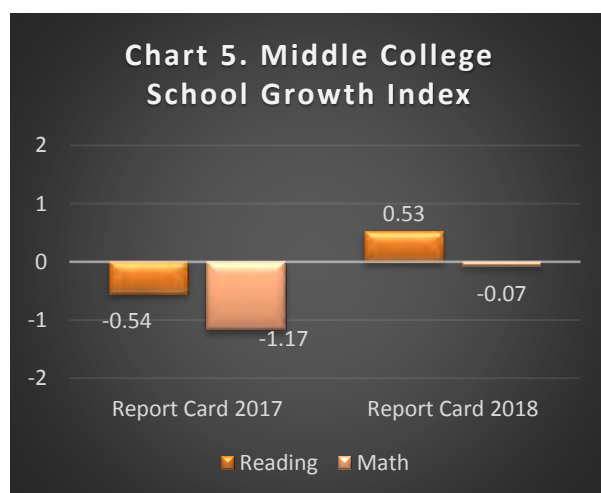
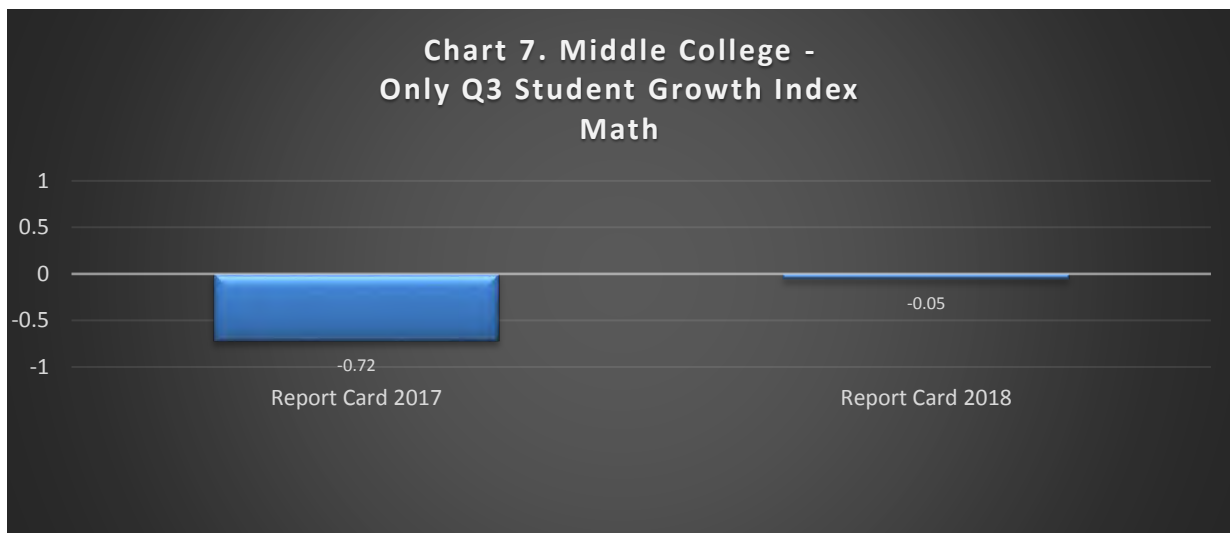
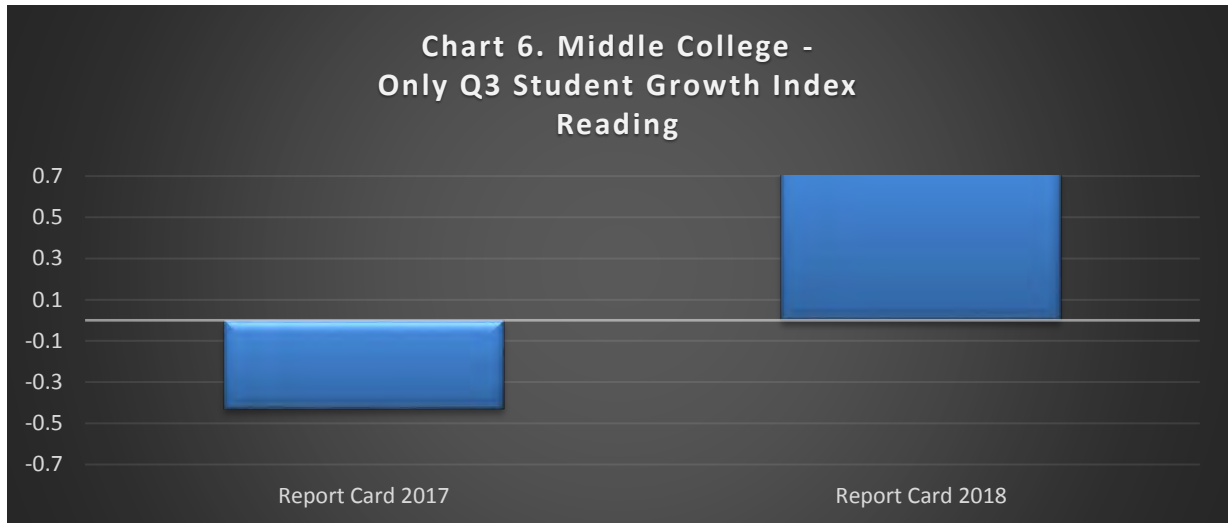


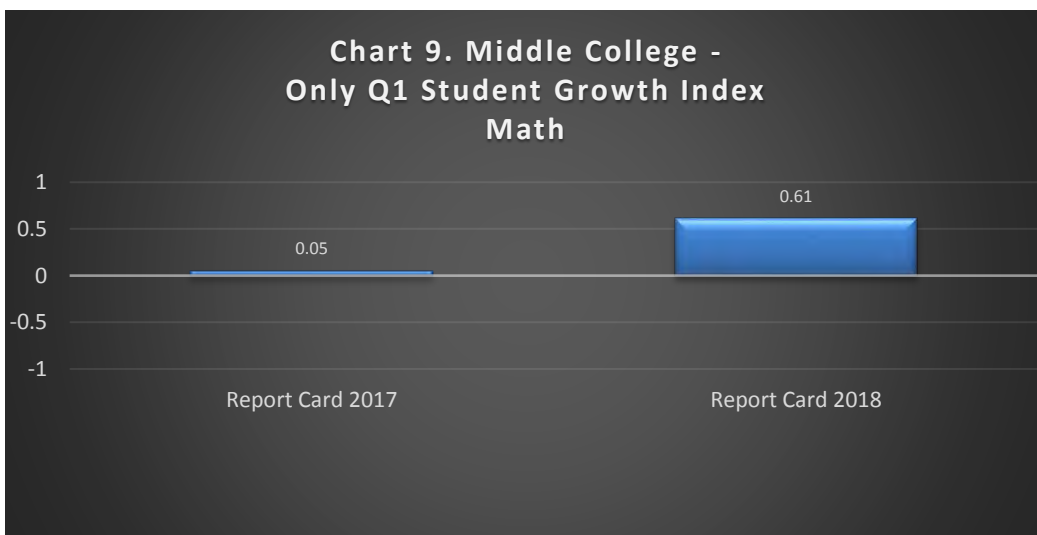
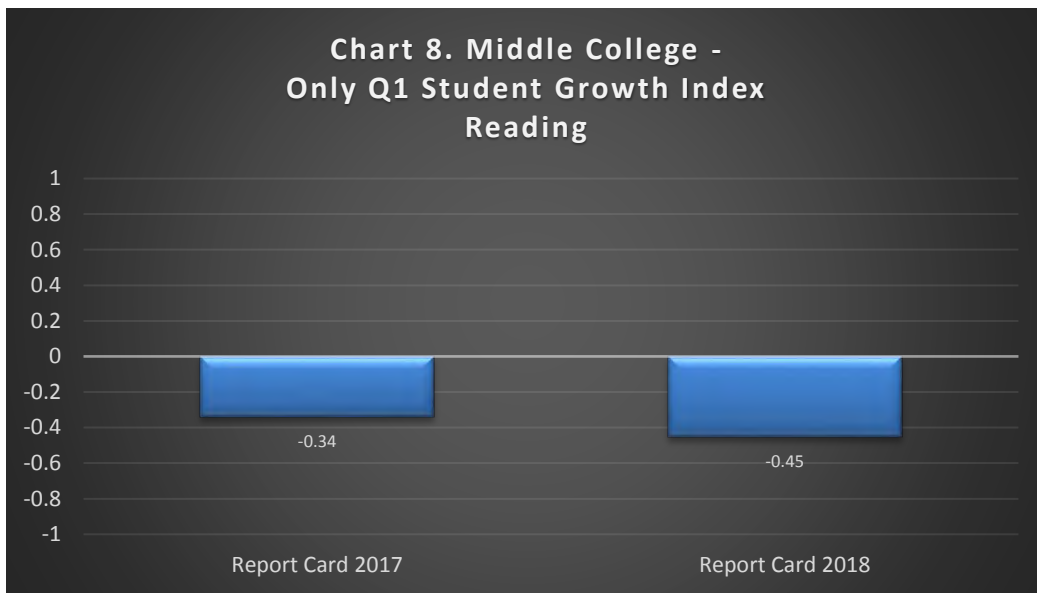
Figure 1. Points earned in School Improvement section (10 total points possible).

	Points Earned in Reading	Points Earned in Math	TOTAL <small>*Possible 10 points</small>
2017	1.48	0.60	2.08
2018	3.50	2.37	5.87

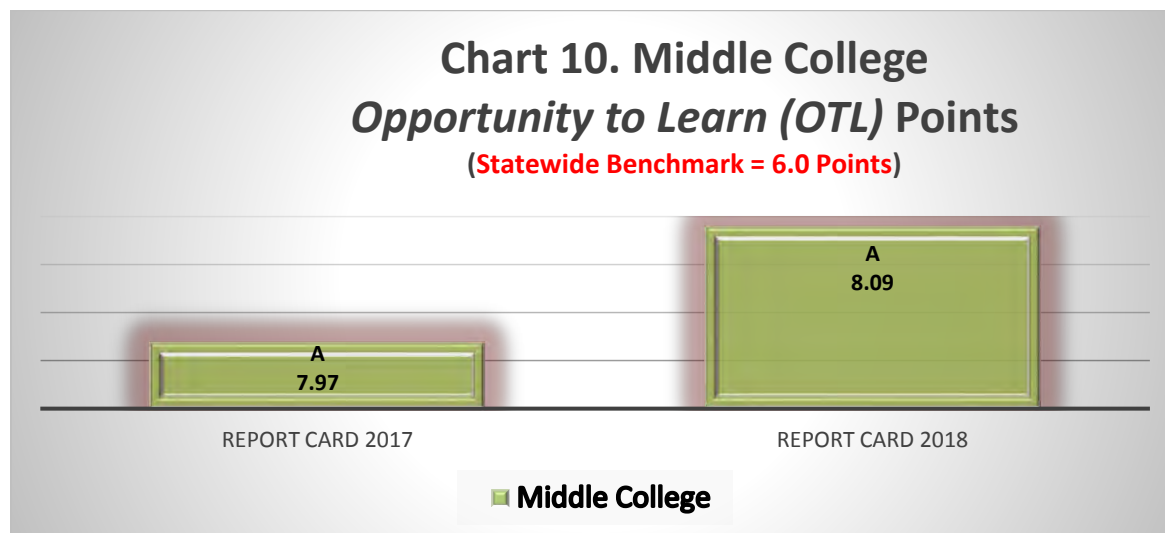
Subgroups within Higher-Performing Students (Q3). In Q3 student growth, the indicator evaluates changes in comparative performance for the school's higher-performing students (top 75%). See Chart 6 (Reading) and Chart 7 (Math). For 2017-2018, Q3 students demonstrated a positive growth index in reading, but not in mathematics.



Lowest-Performing Students (Q1). In Q1 student growth, the indicator evaluates changes in comparative performance for the school's lowest-performing students (lowest 25%). See Chart 8 (Reading) and Chart 9 (Math). For 2017-2018, Q1 students demonstrated a positive growth index in mathematics, but not in reading.

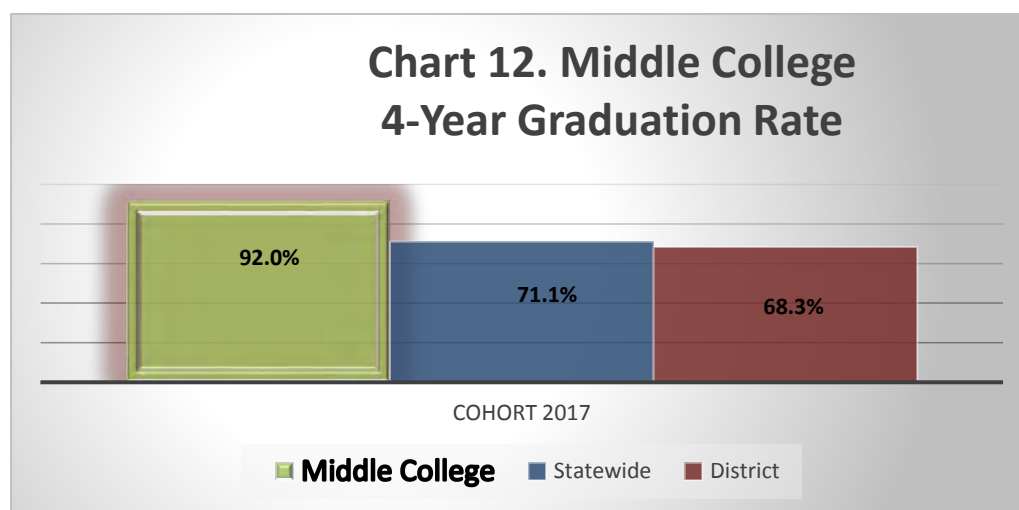
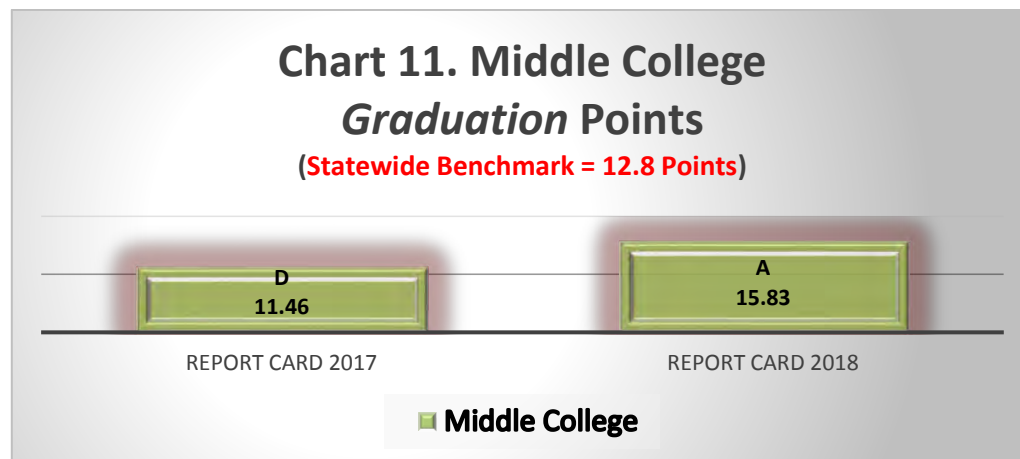


Opportunity to Learn (OTL). Opportunity to learn represents the learning environment schools provide)⁴. This indicator is based on attendance and classroom surveys administered to students (or parents in grades K-2). High schools can earn 8 total points (3 for attendance, 5 for the survey). The target for attendance is 95%. The school's data for 2017-2018 indicated 100% attendance – exceeding the maximum number of points for OTL.



High School Graduation. (See charts on next page.) This indicator is calculated based on 4-year, 5-year, and 6-year rates and the annual increase in the 4-year graduation rate. Calculations of 4-year, 5-year, and 6-year cohort graduation rates use the Shared Accountability method. Schools are proportionally accountable for student graduation for all students in a graduation cohort who were enrolled in their school for any amount of time. The model includes 4-year, 5-year, and 6-year rates, which produce a maximum of 8, 3, 2, and 4 points respectively. The extended-year rates include only members of the prior 4-year cohort and do not allow new entrants in subsequent years. The school's four-year graduation cohort surpassed the statewide goal of 90%, with 92% last year (2017).

⁴ The "New Mexico School Grading Technical Guide: Calculation and Business Rules for Schools and Districts" document by the New Mexico Public Education Department may be obtained at:
<https://aae.ped.state.nm.us/SchoolGradingLinks/1718/Technical%20Assistance%20for%20Educators/Technical%20Guide%202018.pdf>



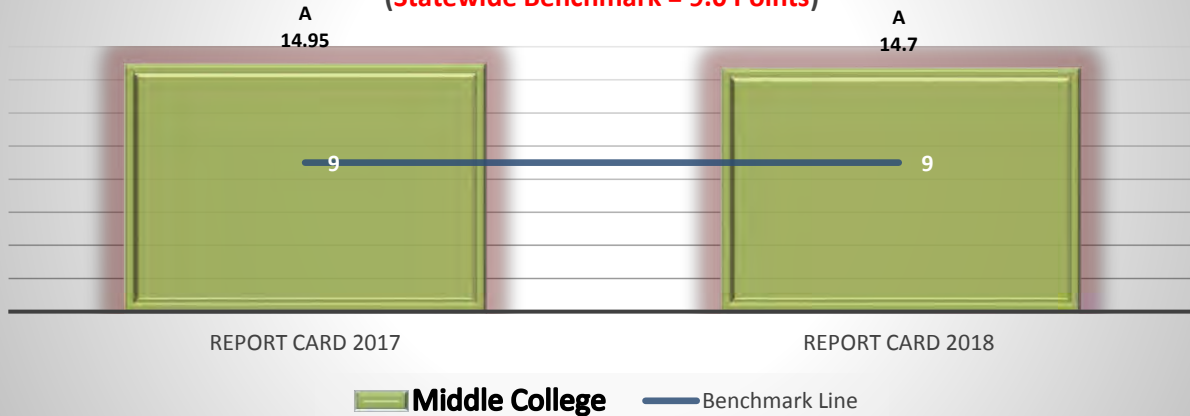
College & Career Readiness (CCR). This indicator evaluates the percent of cohort members (high school students' 4th year) who show evidence of college or career preparation, along with the proportion of those students meeting a success benchmark⁵. Schools receive credit when students participate in college entrance exams and coursework leading to dual credit and vocational certification. The school receives additional credit when students meet success goals. College and Career Readiness is composed of *Participation* (5 points) and *Success* (10 points) yielding a total 15 points in the high school's overall grade. The statewide benchmark for points earned is 9.

Chart 13 illustrates the total *College and Career Readiness* (CCR) points earned during the past two (2) years. Middle College surpassed the statewide benchmark repeatedly earning a letter grade of "A" in the category. In 2018, the school report card data indicated that >90% of students at the school participated in *College and Career Readiness* opportunities (such as PSAT, dual credit, PLAN, which resulted in the school earning 5.00 points out of 5 for this portion of the category. Out of the >90% of Middle College students who participated in *College and Career Readiness* opportunities in 2018, >90% were successful resulting in an additional 9.7 points earned (10 possible) for this portion of the category.

⁵ See the "New Mexico School Grading Technical Guide: Calculation and Business Rules" document which can be obtained at: <https://aae.ped.state.nm.us/SchoolGradingLinks/1718/Technical%20Assistance%20for%20Educators/Technical%20Guide%202018.pdf>

Chart 13. Middle College College & Career Readiness Points

(Statewide Benchmark = 9.0 Points)

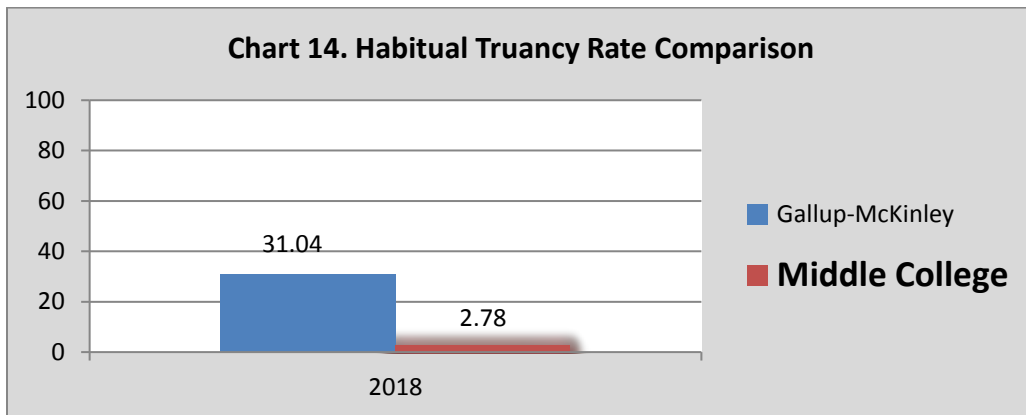


Student Attendance and Enrollment

The following information provides a picture of the school's attendance and truancy, current student membership (enrollment), and enrollment trends over the term of the contract.

Habitual Truancy

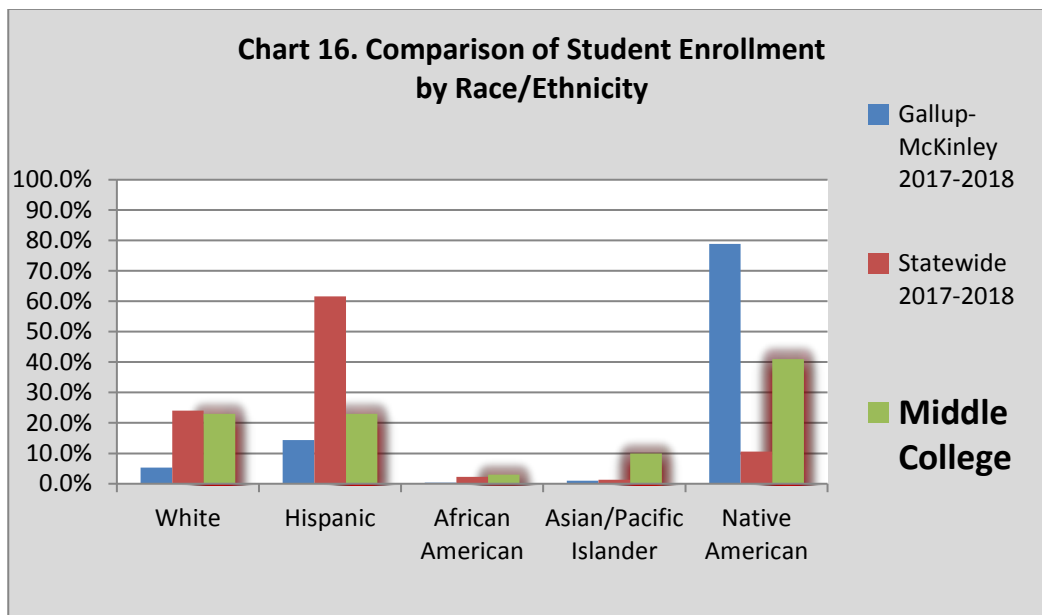
The chart (below) shows the school's habitual truancy rate compared to the local district, Gallup-McKinley County Schools. Middle College's habitual truancy rate was 2.78%.



Source: STARS → District and Location Reports → Mobility and Truancy → Habitual Truant Student Totals by District and School

Enrollment by Race/Ethnicity

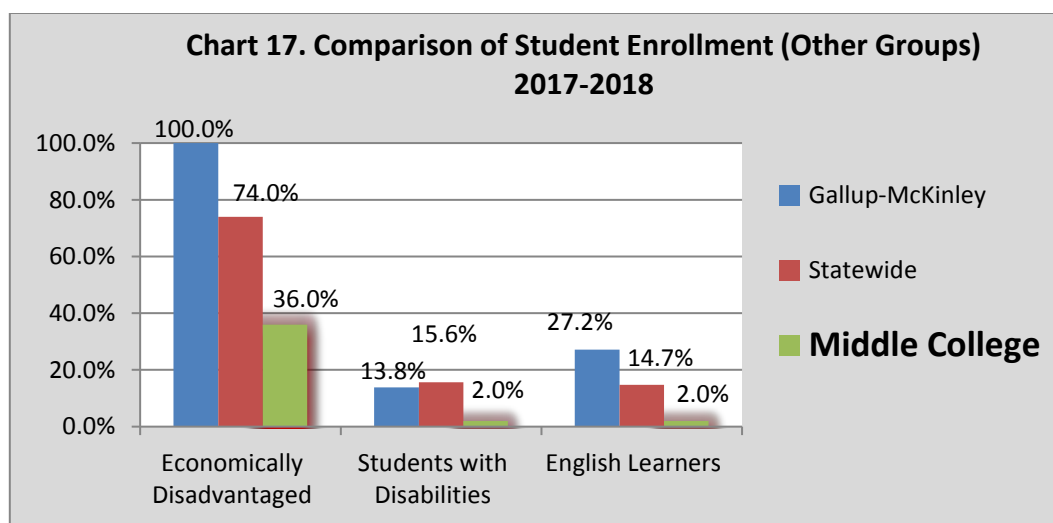
The school's student demographic data *as reported by the school for 2018-2019 40th day* shows that the student population is 41% Native American (more than the state average but lower than the local school district), 23% Hispanic (lower than the state average but more than the local school district), and 23% White (similar to state average but higher than the local school district).



Source: STARS → District and Location Reports → General Reports → School Demographics with Charts

Enrollment by Other Subgroups

The school's student demographic data (below) *as reported by the school for 2018-2019 40th day* shows that Middle College serves a lower percentage of economically disadvantaged, students with disabilities, and English Learners than the state and the local district.



Source: STARS → District and Location Reports → General Reports → School Demographics with Charts

Retention and Recurring Enrollment

In the school's Performance Framework, the local authorizer established a target of 85% recurrent enrollment between years. This is the same rate historically set by the PEC.

To evaluate recurrent enrollment as required by the PEC, the PED has calculated this measure by identifying the students enrolled at the end of each year who are eligible to reenroll (not graduated), and then identifying the students who reenroll on or before the 10th day of the subsequent year. Students whose withdrawal codes indicate circumstances beyond their control are removed from the data set. **Student enrollment data indicates that 84.85% of the students that completed the school year at Middle College High School in 2016-2017 returned to the school in 2017-2018, at the 85% goal mark.**

90.14% of students enrolled during the school year at Middle College High School remained enrolled through the end of the school year in 2017-2018.

Teacher Retention Rate

Teacher retention data is calculated by comparing the license numbers for teachers from one year to the next. For example, all teacher license numbers reported for the 2016-2017 school year were compared to teacher license numbers the following year for the same reporting period. The percentage of duplicate license numbers were compared in the second year and the retention rate was calculated based on the percentage of teachers who returned the following year.

Though Gallup-McKinley County Schools did not include an indicator on teacher retention, the PEC established a goal of 80% teacher retention (lower than 20% turnover). **The school's teacher turnover rate was 16.7% for the 2017-2018 school year, which "Meets Standard" (83.3% retention).** The local district's teacher turnover rate was 24.2%.

SECTION 2. FINANCIAL COMPLIANCE

2a. Audit

Figure 3. Fiscal compliance over term of contract.

Audit Year	# of Findings	# of Repeat Findings	# of Material/Significant Findings
FY17	0	0	0

Summary of Fiscal Reports

In FY17, Middle College High School received zero (0) findings.

2b. Board of Finance

As a local district-authorized charter school, the Board of Finance was the responsibility of the Gallup-McKinley County Schools. The Governing Board of Middle College High School is prepared to complete all requirements to become its own Board of Finance.

SECTION 3. CONTRACTUAL, ORGANIZATIONAL, AND GOVERNANCE RESPONSIBILITIES

3a. Charter Material Terms

The School's mission statement is as follows:

The mission of the Middle College High School (MCHS) is to augment the Gallup-McKinley County Schools through the offering of concurrent enrollment and an innovative and high quality individualized learning environment on the campus of UNM-Gallup for students in grades 10-12. The school is designed to utilize UNM Gallup resources so that students have expanded opportunities for postsecondary advancement.

The contract identifies the following educational program as a material term of the charter:

Educational Program of the School:

- *MCHS blends a stand-alone high school with a robust concurrent enrollment program. The School assists students in the transition from high school to college via college preparatory and postsecondary programs of study.*
- *With an emphasis on postsecondary success, students are introduced to effective habits of study, which, among other things, include a weekly seminar emphasizing college and career exploration and readiness and a supportive 480-minute weekly tutoring schedule. Academically focused clubs, such as National Honor Society and UNM Student Senate are available, as well as 4.5 additional high school credits devoted to service learning, job shadowing, and arts and sciences electives.*
- *Teachers occupy multiple roles in which licensed staff members co-teach weekly seminar classes while some also work part-time as testing and special education coordinators, class sponsors, and assigned tutors. All licensed staff participates in weekly staff meetings and Friday afternoon professional development trainings.*
- *MCHS communicates with parents to enhance understanding of the program. While the school utilizes the same student information and reporting systems as the Authorizer, progress for courses taken through concurrent enrollments is not kept in PowerSchool. This and other lesser challenges necessitate multiple avenues of communication with parents, including parent letters, phone calls, and emails, as well as current postings to the MCHS website and electronic notifications via remind.com. MCHS also hosts numerous parent presentations and workshops, including annual orientations, a series of FAFSA and ACT preparation workshops and annual budget input meetings.*

Mission Specific Indicator:

The school will utilize the current college placement assessment as both pre- and post-test to determine students' annual growth in mathematics and reading.

Optional Supplemental Indicators:

1. *Students will participate in concurrent enrollment to expand opportunities for postsecondary advancement. To determine progress toward this goal, the school will continue to track the average number of college credits earned per graduating cohort. (The projected average in 2017 was 50.5.)*
2. *Students will participate in concurrent enrollment to expand opportunities for postsecondary advancement. Importantly related to this goal, it is incumbent on the*

school to examine whether students continue to be successful upon graduating from the program. In order to measure how well MCHS has prepared its graduates for transition into the postsecondary arena, the school implements a follow-up survey to measure student retention results in the year following their graduation. (The school will “Meet Standard” if 80% of graduates enter a 4-year college and at least 70% demonstrate retention one year later.)

3c. Governing Body Performance

Middle College High School has six (6) members serving on their Governing Body. (The current bylaws state “at least 5”. Based on the information provided to the PED, the following members are currently serving on Middle College’s Governing Board. The school has not had its own Board of Finance due to being a locally-authorized charter school, but are aware of the requirements if approved as a state-authorized charter school.

Figure 6. Governing council composition

Name	Role	Service Start Date	Membership Status	FY18 Training Requirements
W. Anthony Major, Jr.	President	May 23, 2018	new (returned)	7 of 10 hours*
Lisa Bracken	Vice-President	October 19, 2010	ongoing	8 of 8 hours
Valerie Long	Secretary	December 12, 2017	ongoing	10 of 10 hours
Dr. Betty Sutliff	Member	September 20, 2016	ongoing	8 of 8 hours
Mary Lou Mraz	Member	September 20, 2016	ongoing	11 of 8 hours
Dr. Matthew Mingus	Member	June 20, 2017	ongoing	10 of 10 hours

* Mr. Major joined the board in May, attended the 7-hour training in June, and will attend additional training on November 9-10, 2018.

Per the Governing Board bylaws, the Board is required to have a parent, a Native American representative, and a local secondary/postsecondary representative on the board. Parents are Lisa Bracken, Valerie Long, and Dr. Betty Sutliff. Native American representative is Valerie Long. Mary Lou Mraz and Dr. Matthew Mingus are UNM representatives.

Kim Brown is the current business manager and CPO for Middle College High School.

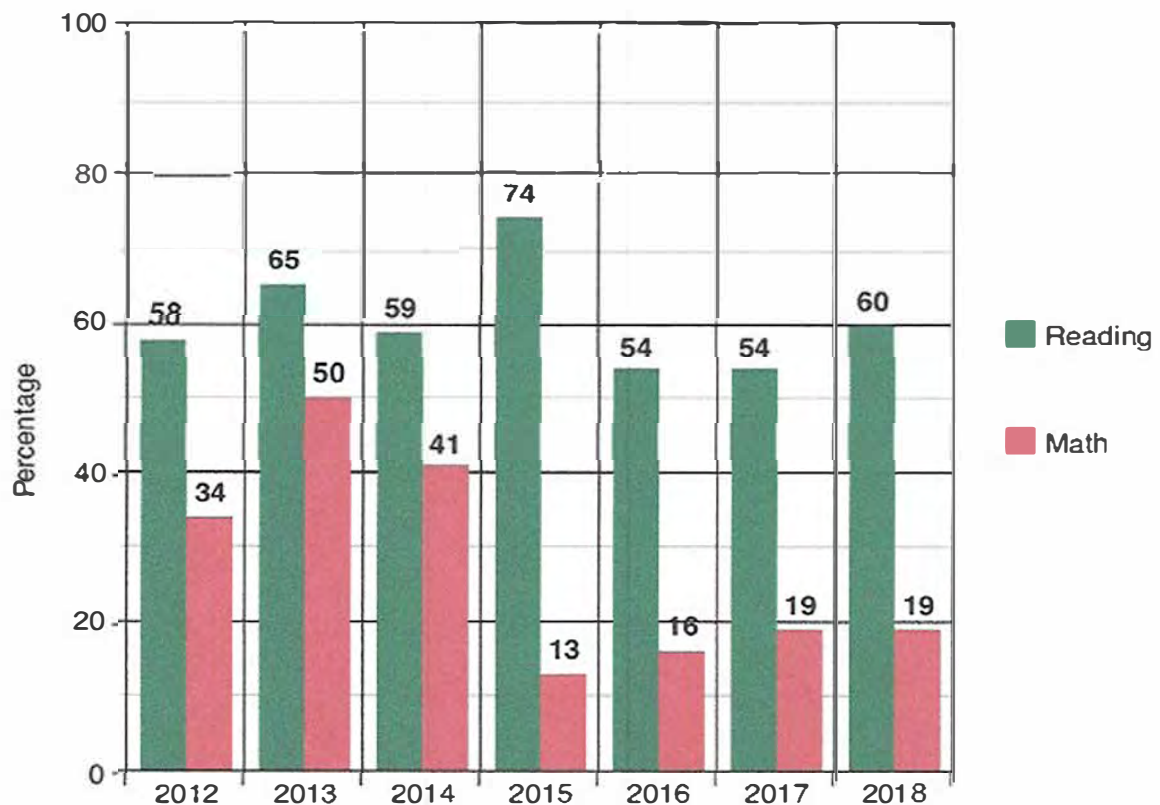
Part A—School Summary Data Report, submitted by the school

The following charts and graphs detail the performance of the Middle College High School as reported in the metrics on the NM PED's School Grade Report Card. The following data covers the term of the previous charter contract.

Final Grade

Year	2012	2013	2014	2015	2016	2017	2018
Grade	C	A	A	A	B	C	A

Reading and Math Proficiency



Growth of Q3 (Highest Performing 75%) and Q1 (Lowest Performing 25%)

Year	2012	2013	2014	2015	2016	2017	2018
Q3	C	A	A	A	B	D	B
Q1	F	B	D	D	F	F	F

Opportunity to Learn

Year	2012	2013	2014	2015	2016	2017	2018
	C	B	B	B	NA	A	A

Graduation

Year	2012	2013	2014	2015	2016	2017	2018
	C	C	B	A	A	D	A

College and Career Readiness

Year	2012	2013	2014	2015	2016	2017	2018
	D	A	B	A	A	A	A

Part B—Self-Report/Looking Back
(A Report on the Previous Charter Term)

I. Self-Report—Looking Back

The Charter School Act requires that each school seeking to renew its charter must submit a report on the progress of the charter school in achieving the goals, objectives, student performance outcomes, state minimum educational standards, and other terms of the current charter, including the accountability requirements set forth in the Assessment and Accountability Act.

A. Academic Performance/Educational Plan

The Charter School Act provides as follows:

A charter may be suspended, revoked, or not renewed by the chartering authority if the chartering authority determines that the charter school failed to meet or make substantial progress toward achievement of the Public Education Department's minimum educational standards or student performance standards identified in the charter contract at Paragraph 2 of Subsection K of 22-8B-12 NMSA 1978.

New Mexico Educational Standards—School Grading Report

The Middle College High School has provided a School Summary Data Report in Part A regarding the school's performance history in Math and English Proficiency.

School Grading Report Over Previous Contract Period

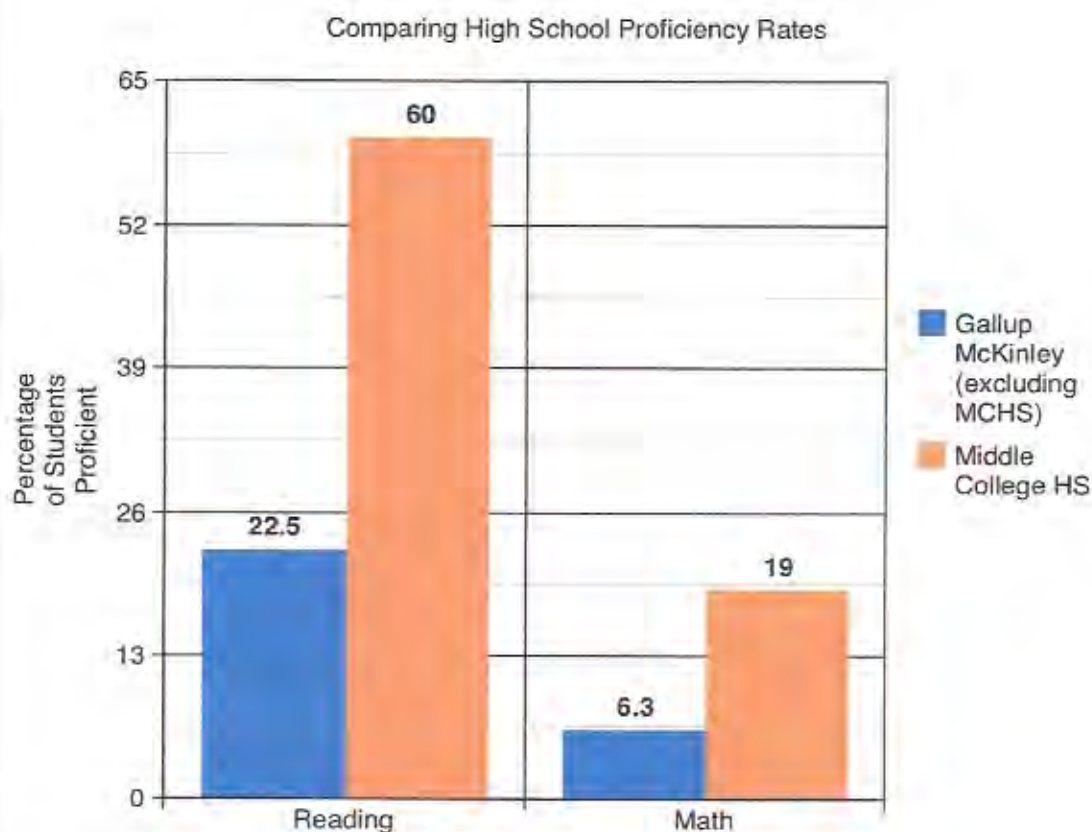
Provide a statement of progress and additional information regarding the School's Grading Report for the past seven years (2011-12, 2012-13, 2013-14, 2014-15, 2015-16, 2016-17, 2017-18).

Beginning with school year 2014-15, when PARCC replaced NMHSCE as the state's HSGA, Middle College High School earned one of the state's highest proficiency marks in reading. Since that time, MCHS has battled to return to an "A" letter grade. But with steady growth over the past three years, the school has once again achieved this mark. In comparing the current report card against the previous one, the school improved in all sub-factors of the school letter grade. Even so, the improvement of lowest performing students continues to be an area of concern (the grade is currently an "F"). And while the point value has increased from 4.43 to 5.27, the school's Q1 score is the one remaining category in which the school is lower than a "C". Ongoing and newly planned interventions are described in the Q1 section below.

Current Standing

Provide a statement of progress regarding the school's "Current Standing" and offer any additional information regarding this measure.

The following graph depicts MCHS's proficiency rates in reading and mathematics, as measured by the PARCC assessment. The local district's averages are also shown. The rates displayed are inclusive of all high schools (elementary and middle school scores are not included in the averages on the graph).



School Growth

Provide a statement of progress regarding "School Growth" and offer any additional information regarding this measure.

Students' overall growth at Middle College High School exceeded the state average. Although data is not yet available to determine percentile rankings for 2018, MCHS' percentile rankings amongst all high schools in the state for 2017 were as follows:

Reading:	87 th Percentile
Mathematics:	72 nd Percentile
Science:	89 th Percentile

Given that the school's scores exceeded its previous year's scores, these rankings are anticipated to be higher for 2018. Nonetheless, MCHS acknowledges the need to make growth in the Q1 cohort of students, as detailed below.

Q3 (Highest Performing 75%) Growth

Provide a statement of progress regarding the school's "Q3 Growth" for the past six years and offer any additional information regarding this measure.

As indicated in the School Grade Report Card, "school growth is expressed as a score that can be both negative and positive. When it is positive the school performed better than was expected relative to its peers with the same size, mobility, and prior student performance." During the most recent contract period (2012-2018), Middle College's Q3 growth is identified as follows:

Reading: 1.477
Mathematics: 0.828

Q1 (Lowest Performing 25%) Growth

Provide a statement of progress regarding the school's "Q1 Growth" for the past six years and offer any additional information regarding this measure.

As indicated in the School Grade Report Card, "school growth is expressed as a score that can be both negative and positive. When it is positive the school performed better than was expected relative to its peers with the same size, mobility, and prior student performance." During the most recent contract period (2012-2018), Middle College's Q1 growth is identified as follows:

Reading: 1.078
Mathematics: 0.360

Middle College's Q1 growth in mathematics was reported as +0.61 on the 2018 School Grade Report Card. For the past three school years, MCHS has targeted mathematics as an area in need of improvement. Realignment of the curriculum and the addition of highly qualified math and science instructors are believed to be salient factors in the recent upward trend.

On the other hand, Middle College's Q1 growth in reading was reported as -0.45 on the 2018 School Grade Report Card. In an attempt to address a decline from the previous year, the school added an intervention course in reading for students who had not passed the PARCC exam. While the course focused on test item analysis to identify the lowest scoring areas on the exam, a one-size-fits-all approach to classroom instruction did not reverse the downward trend. Adding to this strategy for the present year, the English department is supplementing instruction with an online diagnostic, review, and practice component that provides individualized remediation as needed.

Opportunity to Learn

Provide a statement of progress regarding "Opportunity to Learn" and offer any additional information regarding this measure.

As indicated in the School Grade Report Card, student attendance rates for Middle College High School exceed 98%.

Also calculated in this indicator are the ratings from student surveys. As indicated in the School Grade Report Card, student surveys contain "questions on topics such as classroom teaching and expectations of students. The survey contains 10 questions with answers from 0 (Never) to 5 (Always) for a maximum score of 50." The student survey score (average) for Middle College High School is recorded as follows:

Survey Score: 44.52 (of 50)

Graduation

Provide a statement of progress regarding the school's "Graduation" and offer any additional information regarding this measure.

As indicated in the School Grade Report Card, "Students are expected to graduate in four years. Each year the school is expected to increase the number of on-time graduates."

Middle College High School has always exceeded the local district's four-year graduation rate by a significant margin. While Gallup-McKinley's graduation rate holds steady at 67%, Middle College improved from 79% in 2016 to 92% in 2017.

College and Career Readiness

Provide a statement of progress regarding the school's "College and Career Readiness" and offer any additional information regarding this measure.

As indicated in the School Grade Report Card, "High school students are expected to participate in at least one college or career readiness program: 1) College entrance exams 2) Evidence that the student can pass a college-level course 3) Eligibility for an industry-recognized certification. Points are given separately for students' participation and for their success in achieving targets."

Participation and success rates for students attending Middle College exceed 90% on both measures.

Bonus Points

Provide a statement of progress regarding "Bonus Points".

As indicated in the School Grade Report Card, "Schools can earn points for reducing truancy, promoting extracurricular activities, engaging families, and using technology."

According to the Report Card, Middle College High School's grade for bonus points is calculated on Student and Parent Engagement, Truancy Improvement, and Using Technology. The category for Extracurricular Activities does not generate bonus points for MCHS. This does not mean, however, that MCHS students are uninvolved in extracurricular activities, as students are permitted to participate in the athletic programs of their respective Gallup-McKinley school of residence. Likewise, MCHS is in its third year as a chapter of the National Honor Society and students are also permitted to participate in UNM-Gallup's various clubs and organizations, including Student Senate.

In recent years, the bonus-points calculation has also included students' completion of Next Step Plans. Middle College has devised a plan that is both specific and meaningful to the needs of students who are participating in a dual enrollment environment. This plan has earned high marks from the NM Public Education Department. Included in the appendices is a copy of the MCHS Next Step Plan.

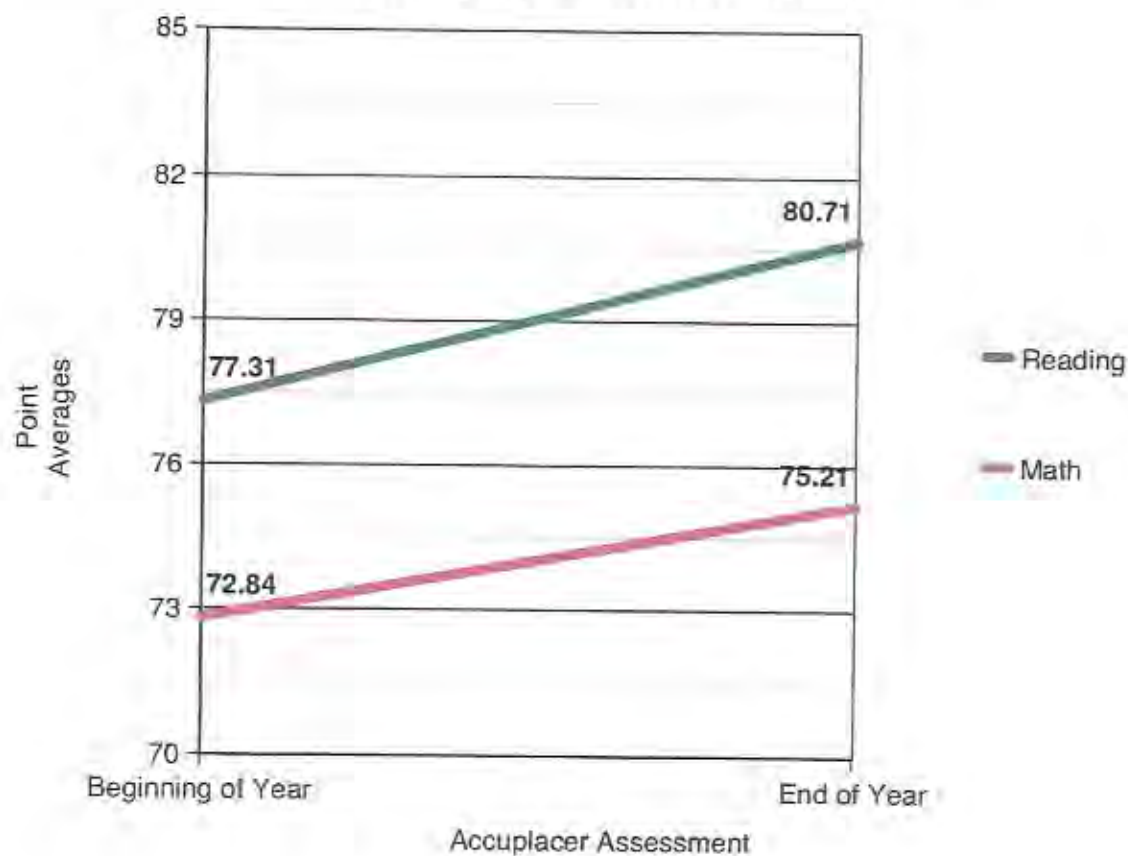
B. Mission Specific and/or Student Academic Performance Standards/Goals from the School's Current Charter

--as measured by the school's selected short-cycle assessments and/or other standards-based instruments.

The school's goals and/or indicators include the results of short-cycle assessment(s), or other standards-based instrument(s) used to measure student progress, the average annual data obtained using those assessments, and the school's statements and analysis of student progress toward those standards.

Student Academic Performance Standard/Goal #1:
Middle College High School will utilize the current college placement assessment as both pre- and post-test to determine students' annual growth in reading and mathematics.
Standardized Short-Cycle Assessment or other Standards-based Instrument(s) Used to Determine Growth:
The Middle College High School uses the University of New Mexico's placement assessment as its Short-Cycle Assessment to measure each cohort's progress in reading and math. This is an appropriate assessment for students who are dually enrolled in both high school and college courses. As the university switched assessments midway through the 2016-17 school year (from Compass to Accuplacer), prior scores could not be compared to present ones.
The following graph depicts the school's overall growth in reading and mathematics for school year 2017-18, from beginning to end of year.

Reading and Math Scores (2017-2018)

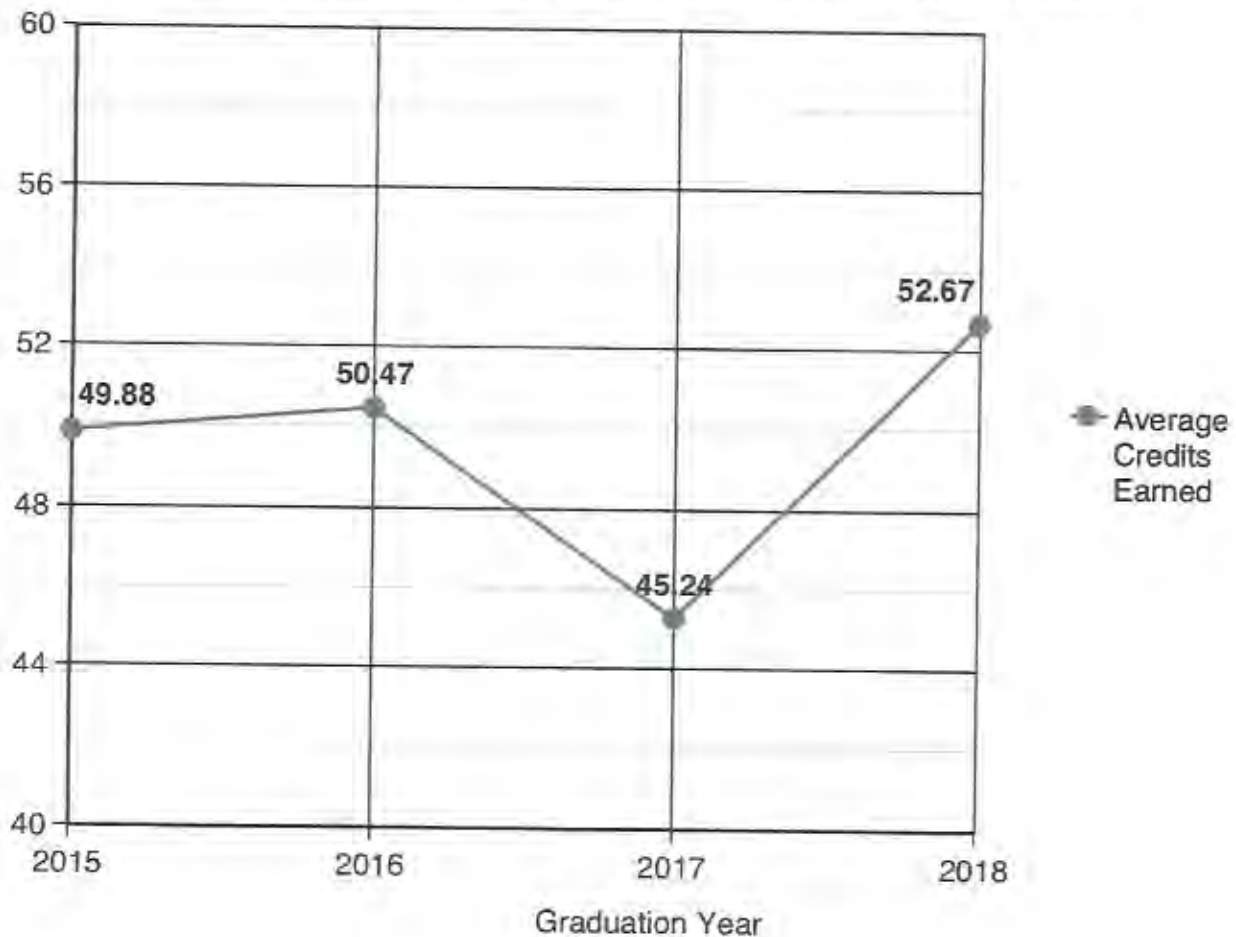


Other Student Performance Standards/Goals—as applicable

The school's goals and/or indicators regarding other student performance measures include a calculation of the number of college credits earned each year. The average annual data obtained using this measure and the school's statements and analysis of this measure are also included.

Student Performance Standard/Goal:
In accordance with the mission of the Middle College High School, students will participate in concurrent enrollment to expand opportunities for postsecondary advancement.
Measure(s) Used:
Middle College tracks the number of college credits earned per graduating cohort. Based on historical trends, the school has set a target of fifty credits per graduating student. The following graph depicts the credit average per cohort group, as determined by their University of New Mexico transcripts.

Average Number of College Credits Earned Per Graduating Student



Student Performance Standard/Goal:

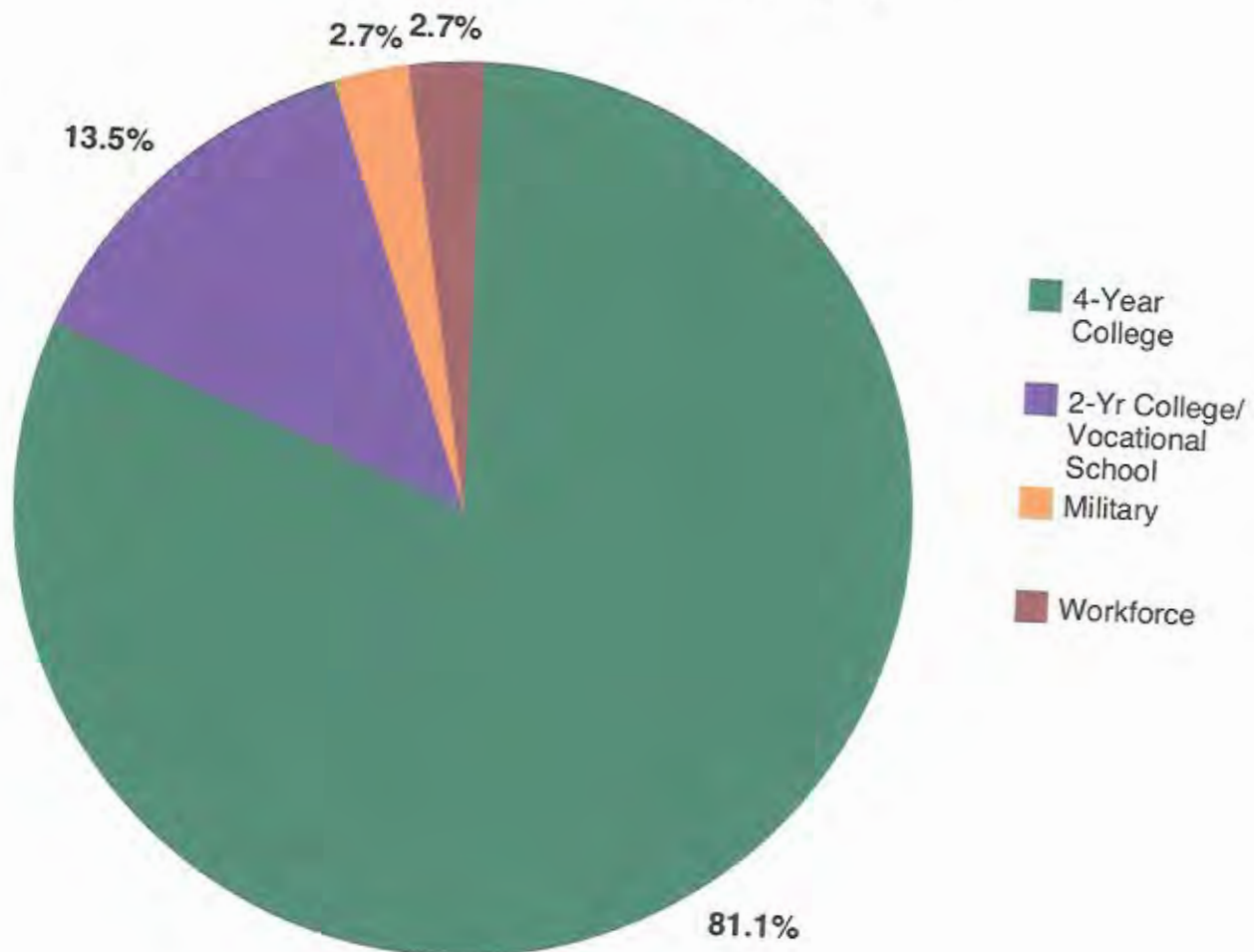
In accordance with its mission, Middle College High School will increase student involvement in postsecondary education

Measure(s) Used:

MCHS follows up with its graduates to identify how successfully they have transitioned into the postsecondary environment. Because retention is every bit as important as acceptance into college, MCHS does not follow up until eight months after graduation. This is intentionally scheduled to take place after the completion of the first semester away from Middle College. That way, MCHS can measure if students are remaining in college, which is the transitional goal of an early college high school.

The graph below depicts the postsecondary locations of the class of 2017 (the first cohort to which this metric has been applied). Results for the class of 2018 will be collected in January 2019.

Class of 2017 Postsecondary Audit



2. Financial Compliance

a. Audit

1. 13/14 – Two audit findings
 - a. Nature of Findings
 - i. Untimely preparation & submission of ERB reports – Other Matter
 - ii. Insufficient pledged collateral – Other Matter
 - b. School's Corrective Action
 - i. Management began paying greater attention to ensure timely submission of monthly ERB reports
 - ii. A procedure was implemented to review the collateral reports regularly, and ensure that the deposits are properly collateralized at all times.
2. 14/15 – Two audit findings
 - a. Nature of Findings
 - i. Deficiencies in internal control structure design, operation, and oversight – Material Weakness
 - a. lack of segregation of duties in the payroll cycle,
 - b. lack of internal controls over review of bank reconciliations,
 - c. lack of proper access restriction over vendor database master file and review of changes made,
 - d. lack of proper access restriction over employee database master file and review of changes made,
 - e. lack of review by management to ensure payroll runs are accurate and valid.
 - ii. Inadequate review of manual journal entries – Significant Deficiency
 - b. School's Corrective Action
 - i. Management implemented processes to reduce risk in the various areas mentioned:
 - a. CEO reviews all pre-payroll reports before payroll is posted each payday. He also has opportunity to review prior paydays' reports for comparison. CEO posts payroll each payday,
 - b. CEO signs and dates the bank reconciliation monthly after reviewing with the Business Manager,
 - c. CEO approves all changes to the vendor file by signing a system dated print- out of the change. Any changes between a beginning of the year vendor listing and a year-end listing can be accounted for in the approved changes.
 - d. Employees have immediate access to paystubs. Historical paystubs are in Employees' Portal for comparison. Employee can easily see requested changes.
 - e. Same as a. and d. above.
3. 15/16 – One audit finding

- a. Nature of Findings
 - i. Deficiency in internal control structure design, operation & oversight (Repeat & Revised) – Compliance and Other Matter
 - a. Lack of segregation of duties in journal entries
 - b. School's Corrective Action
 - i. Monthly journal entries are presented to the Charter School's Finance Committee monthly. These journal entries are well documented with supporting documentation to be easily understood. The Charter School began utilizing School District staff to review and approve year end journal entries, which can be more complicated.
4. 16/17 – No audit findings

b. Board of Finance

Middle College High School (MCHS) has been locally chartered under Gallup-McKinley County Schools since 2009 until current, and under UNM-Gallup from 2002-2009. In the history of MCHS, the governing body has not been required to act as a Board of Finance.

Now that MCHS is requesting to be chartered under the NM Public Education Department, MCHS will become qualified for Board of Finance status:

1. MCHS currently employs a Business Manager with the following credentials:
 - Certified Public Accountant
 - School Business Official's license – Level 2
 - Certified Procurement Officer
 - Twenty (20) years of NM School Business experience
2. The governing body will consult with the division on any matters not covered by the manual of accounting and budgeting before taking any action relating to funds held by it as a board of finance.
3. The Business Manager and Chief Executive Officer will be adequately bonded to protect the funds entrusted to them from loss.

The current governing body of MCHS has never been suspended and not reinstated as a board of finance, and no member of the current governing body of MCHS was formerly a member of a governing body of a charter school that was suspended and not reinstated as a board of finance.

3. Contractual, Organizational, and Governance Responsibilities

a. Charter Material Terms

The performance provisions in the charter contract shall be based on a framework that clearly sets forth the academic and operations performance indicators, measures and metrics that will guide the chartering authority's evaluation of each charter school. The performance framework shall include indicators, measures, of metrics for, at a minimum:

- (1) Student academic performance: As an early college high school adhering to its mission, students participating in a combination of high school and concurrent enrollment courses at the University of New Mexico-Gallup are accessing a rigorous curriculum, as would be expected of students transitioning into college while still in high school. During the previous contract term, Middle College High School has perennially led the local school district in reading, math, and science proficiencies. Middle College follows both the Common Core State Standards and the Higher Education Department's college core standards.
- (2) Student academic growth: For the past three school years, Middle College High School has made appreciable growth in reading and math, as evidenced by the "A" letter grade on the 2018 School Grading Report Card. But an analysis of the subgroups reveals that not all students are meeting the growth targets established by the state.
- (3) Achievement gaps in both proficiency and growth between student subgroups: Improvement of the lowest performing students continues to present some challenge to the school. Initially, this was most notable in mathematics. But the school has made steady growth in math with these students during the past three years. During the same period, this quartile of students began to decline in reading growth. Efforts to date have not resolved the reading gap between the growth of highest and lowest performing students. While the school plans to continue a reading intervention course for the lowest performing students, it will be supplemented with an online component that addresses remediation through algorithms that are highly individualized.
- (4) Attendance: During the term of the most recent charter contract, the school has annually earned additional points for attendance. Attendance is taken daily by MCHS instructors and is, in addition, double-checked weekly by referencing all students' mandatory tutor time sheets. The school exceeds the state's minimum of 1,080 hours of annual instructional time through the application of Carnegie units for courses bearing college credit. The average MCHS student completes more than 1,200 hours of instructional time per academic year.
- (5) Recurrent enrollment from year to year: Students admitted into the program are continuously enrolled through graduation. While authorized under the local district, the school has been subject to an enrollment cap of 100 students, which has created a waitlist of between 20-50 students annually. The school abides by open enrollment and holds a lottery to fill vacant seats. The only students given automatic enrollment are the appropriately aged siblings of currently enrolled students, as per the requirements of the New Mexico Administrative Code.
- (6) Postsecondary readiness: The average graduate of Middle College High School completes 50 credits of transferrable college core. Moreover, students are tracked eight months beyond graduation to determine if they are still enrolled in college following

their first semester away from Middle College High School. This metric was first applied to the graduating class of 2017, in which more than 81% of MCHS graduates are enrolled in, and still attending, college more than eight months beyond their high school graduation.

- (7) Graduation rate: While chartered with the district, Middle College High School's graduation rate has historically surpassed the 67.2% rate of its authorizing district. The lowest rate for the school was 79% (in 2016), but is presently 92%.
- (8) Financial performance and sustainability: MCHS passed its most recent audit with no findings. At present, school administration and governance are working to qualify as a Board of Finance.
- (9) Governing body performance, including compliance with all applicable laws, rules and terms of the charter contract: As identified in section b below, all MCHS Governing Council members have met the necessary number of training hours as mandated under the NMAC, Section 6.80.5.8.B, with some members serving also on the school's finance and audit committees.

b. Organizational Performance Framework

As mandated in NMAC 6.80.5.8.B, all MCHS Governing Council members abide by the minimum required hours of training, which include:

- (1) two hours of training on public official/charter school governing body ethics and responsibilities;
- (2) two hours of training on charter school fiscal requirements;
- (3) one hour of training on understanding and evaluating academic data;
- (4) one hour of training on open government requirements; and
- (5) one hour of training on legal and organizational performance requirements.

c. Governance Responsibilities (excerpted from the MCHS Policy Manual)

ARTICLE II. GOVERNANCE

2.01 ORGANIZATION OF THE GOVERNING COUNCIL

1. The MCHS board of directors shall have at least five (5) members who shall be known collectively as the Governing Council.
2. The Governing Council will consist of members including (but not limited to):
 - A parent representative
 - A representative from the area's Native American population
 - A representative from a local secondary or postsecondary institution

3. Members of the Governing Council will hold office for a minimum of one year. In the interest of continuity of service, each member shall serve until his or her successor is appointed and qualifies.
4. Any officer may be removed, either with or without cause, by the Governing Council, at any time. Any officer may resign at any time by giving written notice to the Governing Council or to the President or Secretary of the Council. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. All provisions of this Section shall be superseded by any conflicting terms of a contract that has been approved or ratified by the Governing Council relating to the employment of any officer of the Council.
5. Vacancies on the Board of Directors shall exist (1) on the death, resignation or removal of any director, and (2) whenever the number of authorized directors is increased. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Council shall fill the vacancy. Unless otherwise prohibited by provisions of law, vacancies on the Council may be filled by approval of Council members. If the number of members then in office is less than a quorum, a vacancy on the Council may be filled by approval of a majority of the members then in office or by a sole remaining member. A person appointed to fill a vacancy on the board shall hold office until the next election of Governing Council officers or until his or her death, resignation, or removal from office.

2.02 GOVERNING COUNCIL MEETINGS

1. All meetings shall be held at the principal office of the Middle College High School, presently located at 705 Gurley Avenue, Gallup, NM 87301, at 5:00 pm, or as otherwise indicated in the meeting notice.
2. Unless otherwise specified, regular meetings shall be held on the second Tuesday of each month. The agenda will be provided by school administration, whose office is presently located at 705 Gurley Avenue, at least seventy-two (72) hours prior to commencement of the meeting. Public notice of the meeting shall also indicate how a copy of the agenda may be obtained.
3. Special meetings may be called by the President or acting chairman or by a majority of the governing body members upon one weeks' prior notice. The notice shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two (72) hours before any special meeting.
4. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety, and property of citizens or to protect the public body from substantial financial loss. The Governing Body of the Middle College High School will avoid emergency meetings whenever possible. Emergency meetings may be called by the President or acting chairman or a majority of the members upon twenty-four (24) hours' notice, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings

shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

5. For the purposes of regular and special meetings, notice requirements are met if notice of the date, time, and place is provided by telephone or email to newspapers of general circulation in the state and posted at the offices of Middle College High School and the MCHS website. Email notice also shall be given to newspapers of general circulation for notice of public meetings.

6. In addition to the information specified above, all notice shall include the following language:

"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 Administration Office of the Middle College High School at least 24 hours prior to the meeting. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please telephone the Administration Office at 505-722-9945, if an accessible format is needed."

7. The Governing Body of the Middle College High School may close a meeting to the public only if the subject matter of such discussion or action is excepted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act.
 - a. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the Governing Body of the Middle College High School taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.
 - b. If a closed meeting is conducted when the Governing Body of the Middle College High School is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity, is given to the members and the general public.
 - c. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.
 - d. Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the Governing Body of the Middle College High School in an open public meeting.
8. A quorum shall consist of a simply majority of the members of the Governing Council. Except as otherwise provided under provisions of law, no business shall be considered by

the Council at any meeting at which the required quorum is not present, and the only motion which the President shall entertain at such meeting is a motion to adjourn.

9. Meetings of the Governing Council shall be presided over by the President of the Governing Council, or, if no such person has been so designated or, in his or her absence, by a Chairperson chosen by a majority of the directors present at the meeting. The Secretary of the Board shall act as secretary of all meetings of the board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.
10. Every act or decision done or made by a majority of the Council members present at a meeting duly held at which quorum is present is an act of the Governing Council, unless provisions of law require a greater percentage or different voting rules for approval of a matter by the Council.

2.03 GOVERNING COUNCIL POWERS AND RESPONSIBILITY

1. Subject to the provisions of law and any limitations specified in these policies relating to action required or permitted to be taken or approved by the members, if any, of this Council, the activities and affairs of the Governing Council shall be conducted and all powers shall be exercised by or under the direction of the this Council.
2. Powers thus reserved to the Governing Council include the development, approval, and review of organizational policies, while deferring the management of operational policies and procedures to the Council's supervisee, the MCHS Chief Administrator.
3. It shall be the duty of the Governing Council to:
 - a. Perform any and all duties imposed on them collectively or individually by law, and as identified in these policies.
 - b. Approve the mission, guiding principles, and definition of whom the school serves.
 - c. Employ a Chief Executive Officer for the school; fix the salary and length of contract.
 - d. Recommend and/or approve the educational and personnel policies for the school.
 - e. Approve any long and short term plans for the development and operation of the school.
 - f. Appoint and remove, employ and discharge, and, except as otherwise provided in these policies, prescribe the duties and fix the compensation, if any, of all officers, agents, and employees of the Governing Council and the Charter School.
 - g. Supervise all officers, agents, and employees of the Council and the Charter School, as designated, to assure that their duties are performed properly.
 - h. Approve the school's finances through the school budget.

- i. Meet at such times and places as required by these policies.

2.04 COUNCIL COMMITTEES

The Governing Council may establish standing committees. Each committee will consist of two (2) council members. Committee assignments and chairmanships will be determined by action of the entire Council. Each committee may also include parents, business/community representatives, and representatives from area educational institutions. Persons who are not also members of the Council shall act in an advisory capacity to the council. All meetings of Council committees will be publicly announced and will adhere to the Open Meetings Act. The Council has established the following standing committees: budget and audit. Committees may be consolidated as needed.

2.05 COUNCIL AGENDA

MCHS Administration sets Governing Council meeting agendas, subject to approval of the Council President. The Council reserves the right to delete items at the meeting that are from persons other than the Council members. A written request that an item be included on the agenda must be filed in the school's principal office at least two (2) workdays prior to publication of the agenda. Such requests must include, in writing, all statements and materials the person anticipates presenting.

2.06 PARLIAMENTARY AUTHORITY

Robert's Rules of Order, newly revised, will direct the Governing Council, except when state regulations prevail. Although most items are handled by appropriate motion procedures, consensus action is also used. Actual procedures will be left to the discretion of the Council President.

2.07 COUNCIL MINUTES

A record of all actions of the Council will be set forth in the official minutes of the Council. The minutes will be kept on file as the permanent official records of the Middle College High School. Recordings of all open meetings will be on file for one year. The Council will maintain a separate handbook of resolutions passed by the Council. The Council will also maintain an archived record of action.

Part B: Progress Report*

This section will be completed by school and submitted as part of the renewal application and is an opportunity to provide information on academic performance, financial compliance, and organizational, contractual and governance responsibilities and improvement actions over the term of their most current charter.

1. Academic Performance

The Charter School Act provides as follows:

A charter may be suspended, revoked, or not renewed by the chartering authority if the chartering authority determines that the charter school... failed to meet or make substantial progress toward achievement of the department's standards of excellence or student performance standards identified in the charter contract.

a. Department's Standards of Excellence – A-F Letter Grades

The Public Education Department, pursuant to NMSA 22-2E-1, et seq., annually assign a letter grade of A, B, C, D or F to each public school pursuant to criteria established by department rules. In addition, pursuant to NMSA 22-2E-4(D) and (F), it has been established that a letter grade of D or F does not meet the standards of excellence. To meet an acceptable level of performance, a school must earn a grade of C or better for two consecutive years. NMSA 22-2E-45(E).

For any school that has not maintained a C or better letter grade in each year of the term of the contract, or that has received a D or F in any indicator of the letter grade in the past two years, 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). The purpose of the narrative is to demonstrate substantial progress toward achieving and maintaining a C or higher letter grade.

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. If providing data, please attach in an appendix and reference the appendix by name in the narrative.

Schools that have maintained a C or better letter grade over the term of the contract AND have not received a D or F in any indicator of the letter grade in the past two years do NOT complete this Section.

School response:

Beginning with school year 2014-15, when PARCC replaced NMHSCE as the state's HSGA, Middle College High School earned one of the state's highest proficiency marks in reading. Since that time, MCHS has battled to return to an "A" letter grade. But with steady growth over the past three years, the school has once again achieved this mark. In comparing the current report card against the previous one, the school improved in all sub-factors of the school letter grade (for a detailed analysis, refer to attached Appendix). Even so, the improvement of lowest performing students continues to be an area of concern (the grade is currently an "F"). And while the point value has increased from 4.43 to 5.27, the school's Q1 score is the one remaining category in which the school is lower than a "C". Ongoing and newly planned interventions for the Q1 cohort are as follows:

Middle College's Q1 growth in mathematics was reported as +0.61 on the 2018 School Grade Report Card. For the past three school years, MCHS has targeted mathematics as an area in need of improvement. Realignment of the curriculum and the addition of highly qualified math and science instructors are believed to be salient factors in the recent upward trend.

On the other hand, Middle College's Q1 growth in reading was reported as -0.45 on the 2018 School Grade Report Card. In an attempt to address a decline from the previous year, the school added an intervention course in reading for students who had not passed the PARCC exam. While the course focused on test item analysis to identify the lowest scoring areas on the exam, a one-size-fits-all approach to classroom instruction did not reverse the downward trend. Adding to this strategy for the present year, the English department is supplementing instruction with an online diagnostic, review, and practice component that provides individualized remediation as needed.

b. 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.

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.

For any applicant that 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. **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.

Schools that have met all of their school specific goals in each year of the contract term do NOT provide a narrative.

School response:

As an early college high school, MCHS measures students' beginning- and end-of-year growth using the University of New Mexico's college placement assessment. The school also tracks the average number of college credits earned per graduating cohort. Moreover, MCHS follows up with its graduates eight months after they have left the school to identify their postsecondary retention rates.

For a detailed look at the data collected for MCHS' Mission Specific Indicators, please refer to Part B, Section I.B of the attached Appendix.

2. Financial Compliance

The Charter School Act provides as follows:

A charter may be suspended, revoked, or not renewed by the chartering authority if the chartering authority determines that the charter school...failed to meet generally accepted standards of fiscal management.

a. Audit

Every charter school is subject to the Audit Act. NMSA22-8B-4(C). The Public School Finance Act requires the audit committee of each charter school governing body to track and report progress on the status of the most recent audit findings and advise the local school board on policy changes needed to address audit findings.

For any school that has received material weakness, significant deficiency, or repeat audit findings in any annual audit during the term of the contract provide a narrative explaining the improvement actions made (school/adult/leader/board actions) to meet financial compliance requirements and the effectiveness of those actions (improved practices and outcomes) in improving financial compliance. The school should use the work of the audit committee in "tracking and reporting progress on the status of audit findings" to develop this narrative.

Success should be identified by specific changes in practice and changes in the audit findings in subsequent years. The purpose of the narrative is to demonstrate substantial progress toward achieving and maintaining financial compliance.

Implementation of the described improvement actions should be verifiable through evidence at the site visit. **Please identify specific evidence of both the school/adult/leader/board actions and the improved practices and outcomes in the narrative.**

Schools that have received no material weakness, significant deficiency, or repeat audit findings in each of the annual audits during the term of the contract do NOT complete this Section.

School response:

Middle College High School passed its most recent audit with no findings. Corrections of findings from previous years are detailed in Section 2.a of the Attachment.

b. Board of Finance

Pursuant to NMSA 22-8-38, failure of the governing body of a state-chartered charter school to qualify for designation as a board of finance constitutes good and just grounds for nonrenewal or revocation of its charter.

Further, pursuant to NMSA 22-8-39, the department may at any time suspend a local school board or governing body of a state-chartered charter school from acting as a board of finance if the department reasonably believes there is mismanagement, improper recording or improper reporting of public school funds under the local school board's or governing body of a state-chartered charter school's control.

When the governing body of a state-chartered charter school is suspended from acting as a board of finance, the department is required to consider commencing proceedings before the commission to revoke or refuse to renew the charter of the state-chartered charter school.

If the school's **Board of Finance was suspended** at any time during the term of the contract, the school must provide a narrative explaining the actions taken (school/adult/leader/board actions) on the school's own initiative to correct financial compliance and regain the Board of Finance Authority and the success of those actions (improved practices and outcomes).

The school must also describe the current status of the Board of Finance and continuing actions to ensure the same financial challenges do not reoccur. Success should be identified by specific changes in practice.

The narrative must be supported by evidence provided in an appendix and verifiable through evidence at the site visit. **Please identify specific evidence of both the school/adult/leader/board actions and the improved practices and outcomes in the narrative.**

Schools that have maintained all Board of Finance authority during the entire term of the contract do NOT complete this Section.

School response:

Middle College High School (MCHS) has been locally chartered under Gallup-McKinley County Schools since 2009 until current, and under UNM-Gallup from 2002-2009. In the history of MCHS, the governing body has not been required to act as a Board of Finance. Under the PEC, MCHS will operate as a Board of Finance according to the practices identified in Section 2.b of the Attachment.

3. Contractual, Organizational, and Governance Responsibilities

The Charter School Act provides as follows:

A charter may be suspended, revoked, or not renewed by the chartering authority if the chartering authority determines that the charter school...committed a material violation of any of the conditions, standards, or procedures set forth in the charter...and/or...violated any provision of law from which the charter school was not specifically exempted.

a. Charter Material Terms*

Pursuant to NMSA 22-8B-9, each charter contract must contain material term of the charter application as determined by the parties to the contract. The PEC's contract identifies all material terms in Article VII., Section 8.01(a)(i)-(xvii) of the Performance Contract.

Each school must provide a brief narrative describing how they have implemented the Material Terms of the Charter including the operational structure, the mission of the school, and the educational program of the school (including student focused terms, teacher focused terms, and parent focused terms).

The narrative will be verified during the site visit.

If the school has made substantial changes or has not met any of the material terms of the contract during the term of the contract, the school **must** provide a narrative to explain the improvement actions (school/adult/leader/board actions) the school made during the term of the contract in order to meet those charter objectives and terms.

Success should be identified by specific changes in practice and achievement of the terms in later years of the charter. The purpose of the narrative is to demonstrate substantial progress toward achieving the material terms of the charter.

Implementation of the described improvement actions should be verifiable through evidence at the site visit. **Please identify specific evidence of both the school/adult/leader/board actions and the improved practices and outcomes in the narrative.**

School response:

The school's mission is to offer concurrent enrollment and an innovative and high quality individualized learning environment on the campus of UNM-Gallup for students in grades 10-12. The school is designed to utilize UNM-Gallup resources so that students have expanded opportunities for postsecondary advancement (refer to section 3.a of the Appendix for a descriptive list of assurances detailing the school's compliance with the material terms of the referenced statute).

Established as New Mexico's first early college high school in 2002, the aim of MCHS is to increase student involvement in postsecondary education with an emphasis on serving students of diverse backgrounds who are normally underrepresented at the local, regional, and national levels. The goals of MCHS are:

- a. Provide high quality learning-centered education to all MCHS students
- b. Provide effective and efficient services to all MCHS students, fostering their independence as they transition into the postsecondary environment
- c. Increase student enrollment at UNM-Gallup
- d. Provide an educated and skilled workforce to enhance Gallup's economic development

Students attending the Middle College High School follow the University of New Mexico's scheduled course hours. This schedule enables greater flexibility for students pursuing various credentials. Most courses occur between the hours of 8:00 am and 4:45 pm, with some courses occasionally scheduled beyond 5:15 pm.

The Middle College High School's official hours of operation begin at 7:45 am and conclude at 5:00 pm, Mondays through Fridays.

Each instructional staff member at the Middle College High School possesses a master's degree and at least 18 graduate credit hours in the field in which he or she is respectively teaching. All teachers are also licensed through the New Mexico Public Education Department and meet highly qualified designations to teach applicable high school content.

Parents of MCHS students are invited to attend annual orientation and community input meetings. The school also requires parents to be involved in the development of students' Next Step Plans, and offers grade-level specific workshops for parents in areas such as test preparation strategies and FAFSA completion.

As in Part F of this application, Middle College High School has sought, and its Governing Council taken action on, each of the waivers allowable to an early college high school under NMAC 6.30.13.13:

- Individual class load, and teaching load;
- Length of school day;
- Staffing patterns;
- Subject areas;
- Purchase of instructional materials; and
- Course work requirements

b. Organizational Performance Framework

Pursuant to NMCA 22-8B-9.1, the performance framework for each charter school must include performance indicators and performance targets for governing body performance, including compliance with all applicable laws, rules and terms of the charter contract.

For any school that has received a repeated “working to meet” rating or a first time or repeat “falls far below rating” for one or more of the organizational performance framework indicators on the most recently completed organizational performance framework evaluation provide a narrative explaining the improvement actions made (school/adult/leader/board actions) to meet all legal compliance requirements and the effectiveness of those actions (improved practices and outcomes) in improving organizational performance and compliance.

The purpose of the narrative is to demonstrate substantial progress toward achieving and maintaining organizational performance and compliance.

Implementation of the described improvement actions should be verifiable through evidence at the site visit. **Please identify specific evidence of both the school/adult/leader/board actions and the improved practices and outcomes in the narrative.**

If the school has received any OCR complaints or formal special education complaints, the school must identify those, provide all communications (redacted to protect PII) related to those complaints in an appendix, and describe the current status of the complaint. **If any of those complaints have been resolved and resulted in a finding that the school violated any law**, the school must provide a narrative describing the required compensatory and corrective actions required and their status in implementing those actions. The implementation of such actions must be verifiable through evidence during the site visit.

Schools that do not have any repeated “working to meet” ratings or any “falls far below” ratings on the most recent organizational performance framework evaluation do NOT complete this Section.

School response:

The school has not received any deficient marks from its local authorizer. Nor have there been any OCR or special education complaints. Governing Council members have annually met all training requirements as mandated in administrative code.

c. Governance Responsibilities*

Pursuant to NMSA 22-8B-4, each charter school must, at all times, have at least five members and no members may serve on any other charter school governing body. Further, the governing bodies must operate in accordance with their charter contract and bylaws. The PEC's performance contract requires that the PEC is notified of board vacancies within 30 days, and that vacancies are filled within 45 days.

Additionally, pursuant to NMSA 22-8-12.3, Boards must maintain audit and finance committees that meet statutory makeup requirements.

Further, pursuant to NMAC 6.80.4.20, each charter school governing body member must annually complete five hours of approved training.

Finally, governing body members are held to the conflict of interest requirements laid out in NMSA 22-8B-5.2.

Each school must identify how they have met governance responsibilities during the term of the contract. Specifically, the school must identify:

- the membership of their boards at all times during the term of the contract (with roles and service terms for all members) this should also include membership of the required committees;
- any time when membership on the governing body fell below the requirements in their by-laws or the statutory minimum of 5 members;
- any time when the governing body did not maintain the required committee membership;
- the amount of time any vacancies were open;
- any board members that did not complete required training hours in any of the years of the contract term.

If the school identified any governance requirements they were unable to meet, the school must provide a narrative describing the improvement actions the school implemented to move toward full compliance with governance responsibilities.

The purpose of the narrative is to demonstrate substantial progress toward meeting all governance requirements.

The implementation of such actions must be verifiable through evidence during the site visit.

School response:

For a thorough description of the school's governance structure and associated responsibilities, please refer to section 3.c of the Appendix, which contains the governance section of the school's Policy Manual. Individual members of the Governing Council presently serve on the school's monthly Finance Committee, as well as the school's annual Audit Committee.

* All schools must provide a response for this section of the application.

Part C: Financial Statement

This section will be completed by school and submitted as part of the renewal and is an opportunity to demonstrate the financial stewardship it has implemented over the term of the contract. The school must provide a financial statement that discloses the costs of administration, instruction and other spending categories for the charter school. The financial statement must be understandable to the general public and must allow comparison of costs to other schools or comparable organizations. For schools that have earned a D or lower letter grade, the report should specifically address how the school has prioritized resources toward proven programs and methods linked to improved student achievement until the public school earns a grade of C or better for two consecutive years. The department has created a form for the report that is incorporated as part of the application

NM Public Education Department

STATE OF NEW MEXICO PUBLIC EDUCATION DEPARTMENT SCHOOL BUDGET AND FINANCE ANALYSIS BUREAU

CHARTER SCHOOL RENEWAL APPLICATION BUDGET ANALYSIS

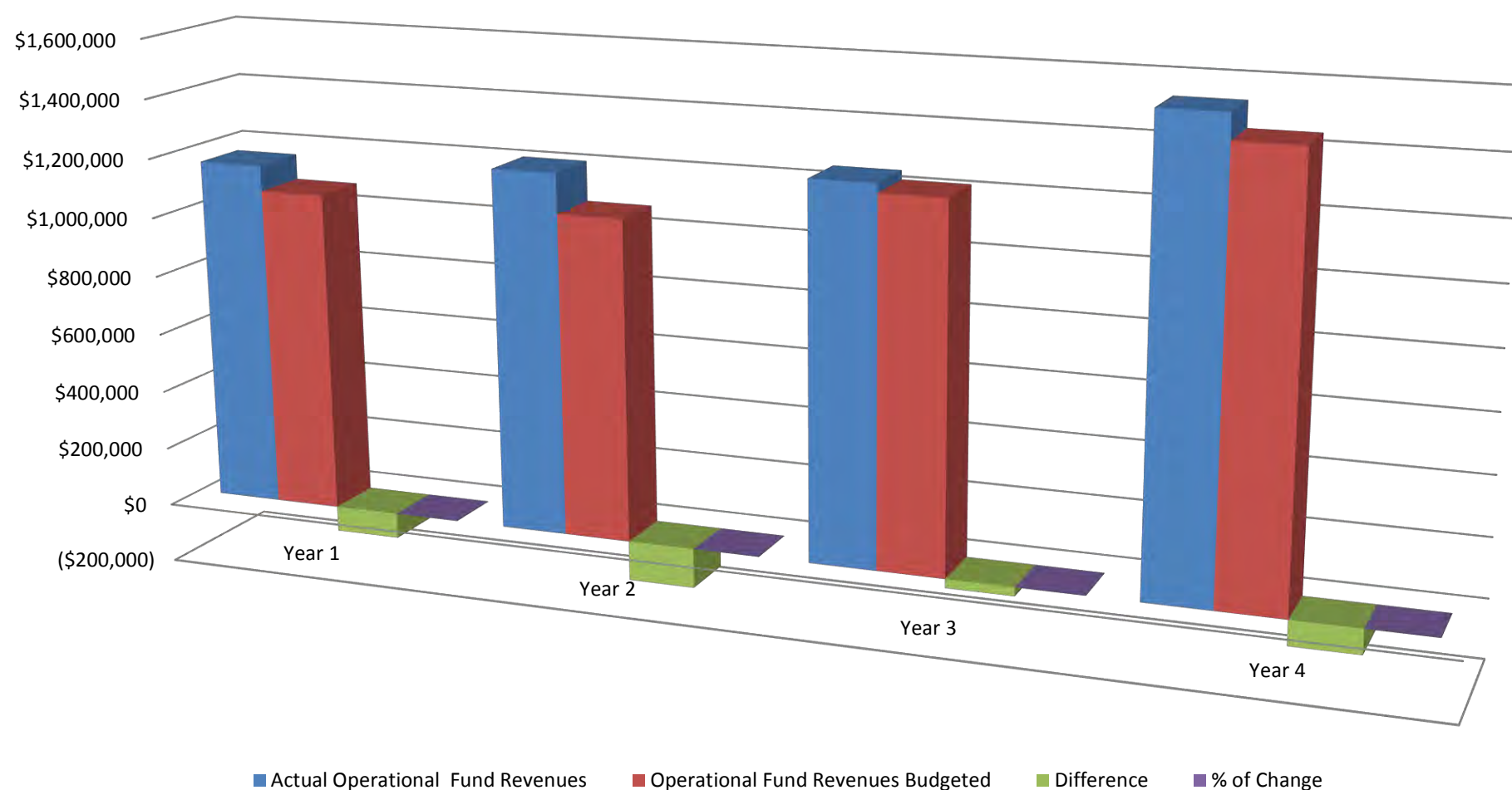
I. Operational Fund Revenues

- A. i. How do operational fund revenues budgeted compare to actual operational fund revenues for each year of the charter term?
 ii. Was there a loss or a gain in each year?
 iii. Explain where losses were absorbed or where gains were utilized.

2013/2014 - Gain-due to conservative budget estimate of prior year cash balance & refund of prior year expenditures.
 2014/2015 - Gain-due to conservative budget estimate of prior year cash balance.
 2015/2016 - Gain-due to conservative budget estimate of prior year cash balance.
 2016/2017 - Gain-due to conservative budget estimate of prior year cash balance, and not budgeting mid-year SEG increase.
 2017/2018 - Gain-due to conservative budget estimate of prior year cash balance, and not budgeting mid-year SEG increase.
 Gains were utilized in following years' beginning cash balance. Some efforts to conserve cash balance with threatening legislation and poor relationship with authorizer.

B.i.	Year 1	Actual Operational Fund Revenues Year 1	Operational Fund Revenues Budgeted Year 1	Difference (\$)	% of Change
		\$1,166,411	\$1,081,156	(\$85,255)	-7.89%
B.ii.	Year 2	Actual Operational Fund Revenues Year 2	Operational Fund Revenues Budgeted Year 2	Difference (\$)	% of Change
		\$1,213,626	\$1,080,436	(\$133,190)	-12.33%
B.iii.	Year 3	Actual Operational Fund Revenues Year 3	Operational Fund Revenues Budgeted Year 3	Difference (\$)	% of Change
		\$1,254,595	\$1,224,751	(\$29,844)	-2.44%
B.iv.	Year 4	Actual Operational Fund Revenues Year 4	Operational Fund Revenues Budgeted Year 4	Difference (\$)	% of Change
		\$1,539,034	\$1,454,100	(\$84,934)	-5.84%
B.iv.	Year 5	Actual Operational Fund Revenues Year 5	Operational Fund Revenues Budgeted Year 5	Difference (\$)	% of Change
		\$1,786,444	\$1,620,860	(\$165,584)	-10.22%

Fund 11000 Operational Program Cost Final Funded versus Preliminary Funded



II. Student Membership

- A. i. How does budgeted student membership compare to actual student membership (Avg 80/120) in each year of the charter term?
ii. How does actual student membership (Avg 80/120) change over the charter term?
iii. Was there a loss or a gain in each year?
iv. Explain how these changes impacted the school's budget (revenues, expenses, etc.)
v. Explain how budget losses were absorbed or how budget gains were utilized.

13/14, 14/15, 15/16, 16/17 - Difference in budgeted and actual is due to students leaving MCHS mid-semester, or seniors who did not graduate when expected

B. Program Units

i. Year 1

Funded Year 0	Budgeted Year 1	Funded Year 1	Year 1 Avg 80/120	Difference
0.000	0.000	204.009	66.500	(137.5)

ii. Year 2

Funded Year 1	Budgeted Year 2	Funded Year 2	Year 2 Avg 80/120	Difference
204.009	204.933	204.933	70.500	(134.4)

iii. Year 3

Funded Year 2	Budgeted Year 3	Funded Year 3	Year 3 Avg 80/120	Difference
204.933	230.575	234.661	82.500	(152.2)

iv. Year 4

Funded Year 3	Budgeted Year 4	Funded Year 4	Year 4 Avg 80/120	Difference
234.661	266.915	319.445	98.000	(221.4)

iv. Year 5

Funded Year 4	BUDGETED Year 5			Difference
319.445	313.535			0.0

C. Growth Units

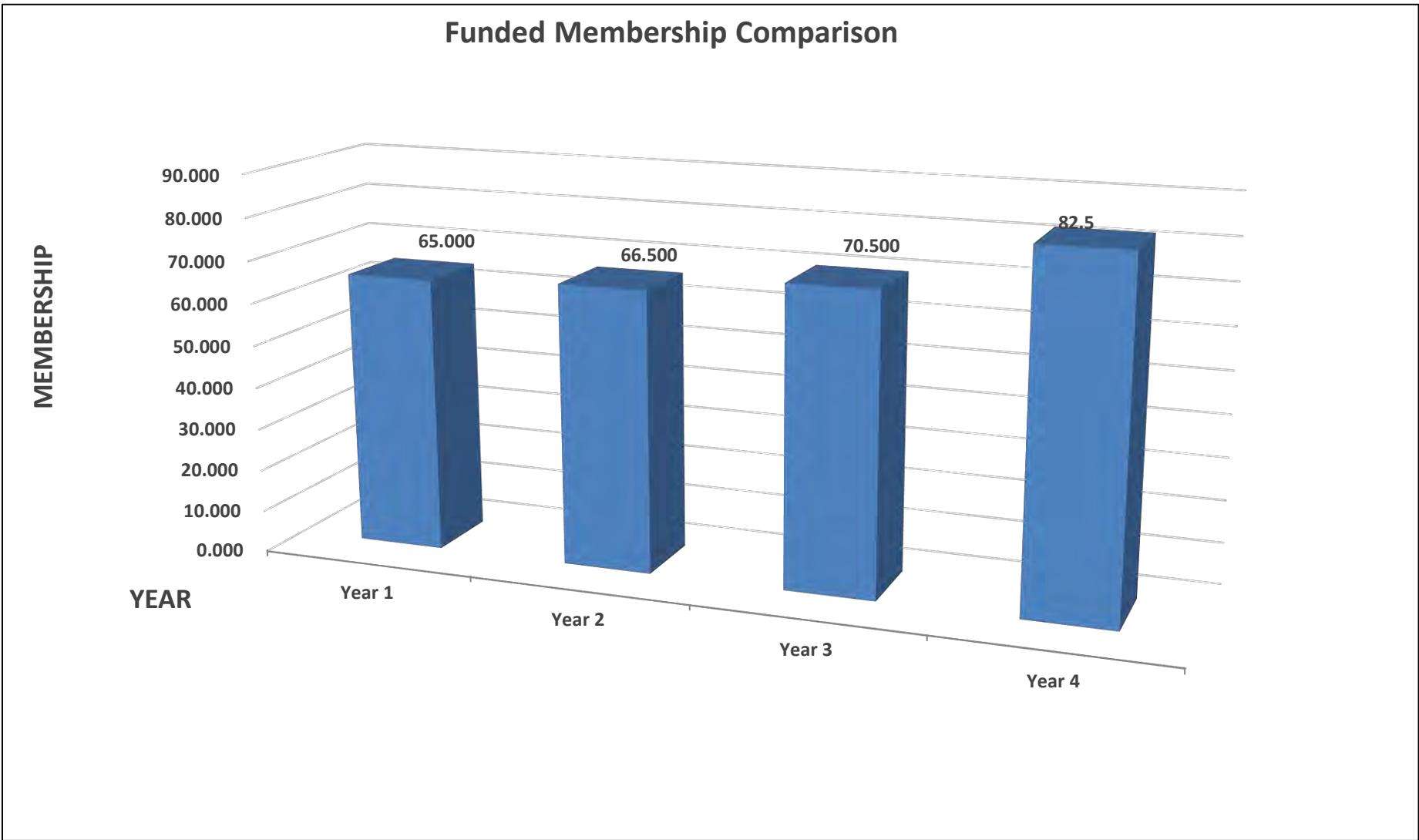
	40 Day - Year 1	40 Day - Year 2	40 Day - Year 3	40 Day - Year 4	40 Day - Year 5
40 Day MEM Actual	67.000	70.000	71.000	98.0	100.0
MEM Budgeted	65.000	66.500	70.500	82.5	98.0
Difference	2.000	3.500	0.500	15.500	2.000

Budgeted Growth Units
Funded Growth Units

Year 1	Year 2	Year 3	Year 4	Year 5
0.000	0.980	0.000	0.0	0.0
0.000	0.980	0.000	0.0	0.0

D. Funded Membership

Year 1	Year 2	Year 3	Year 4	Year 5 - Budgeted
65.000	66.500	70.500	82.5	98.0
	1.5	4	12	15.5

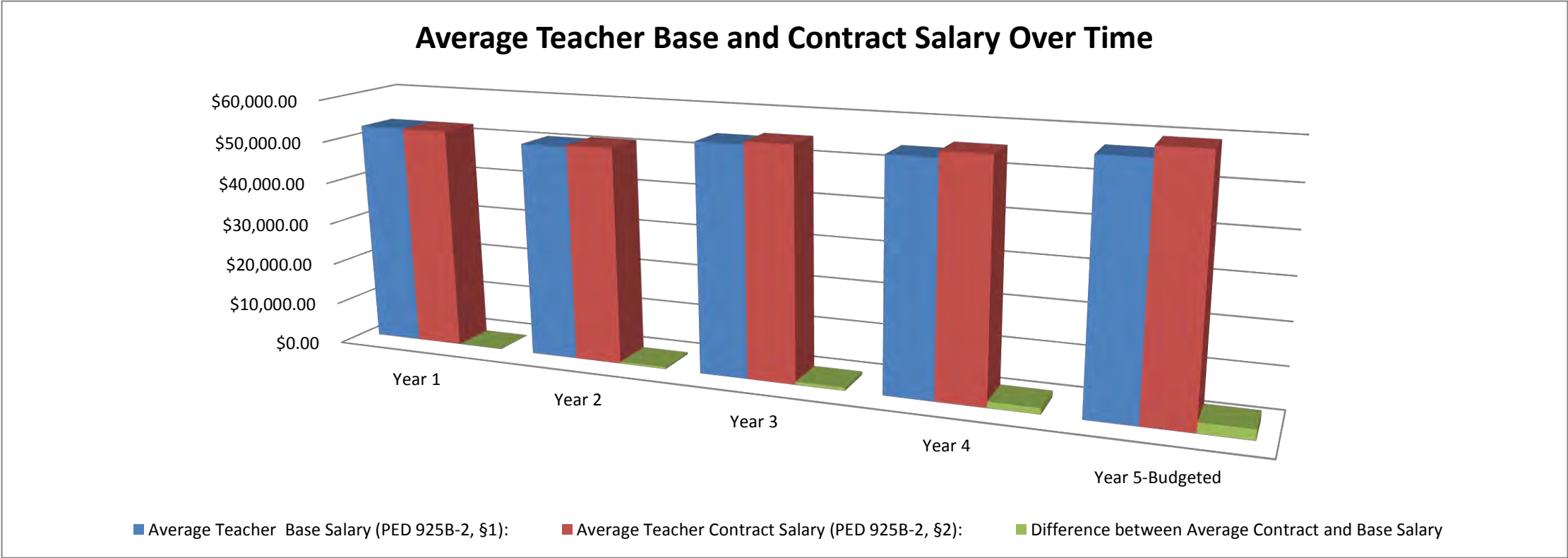
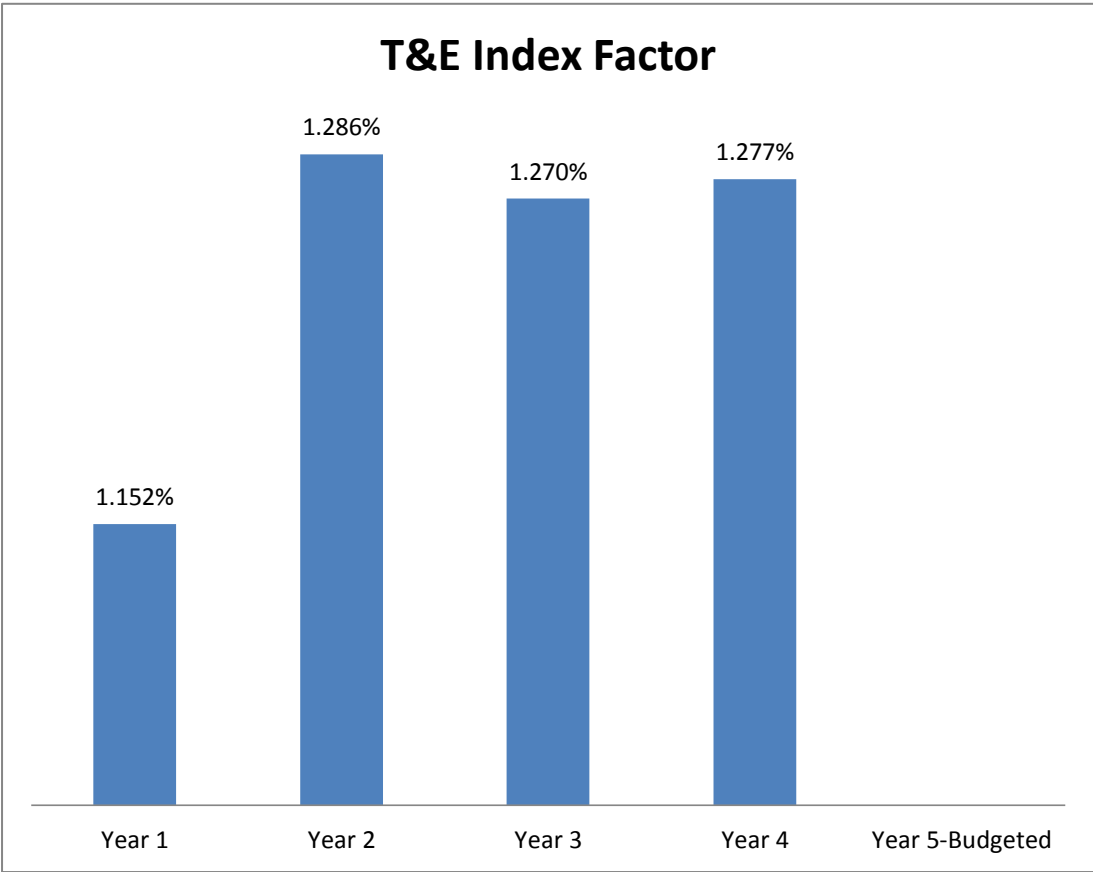
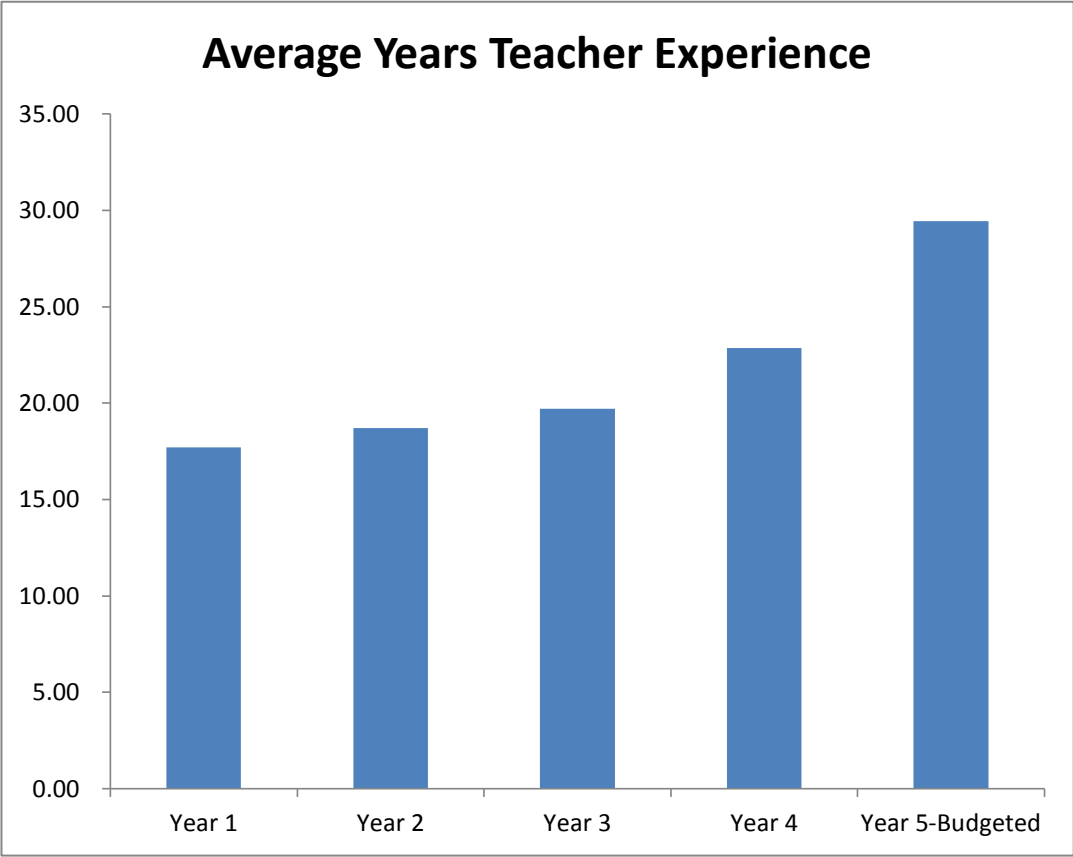


III. SALARY - Estimated Average Salary Increases

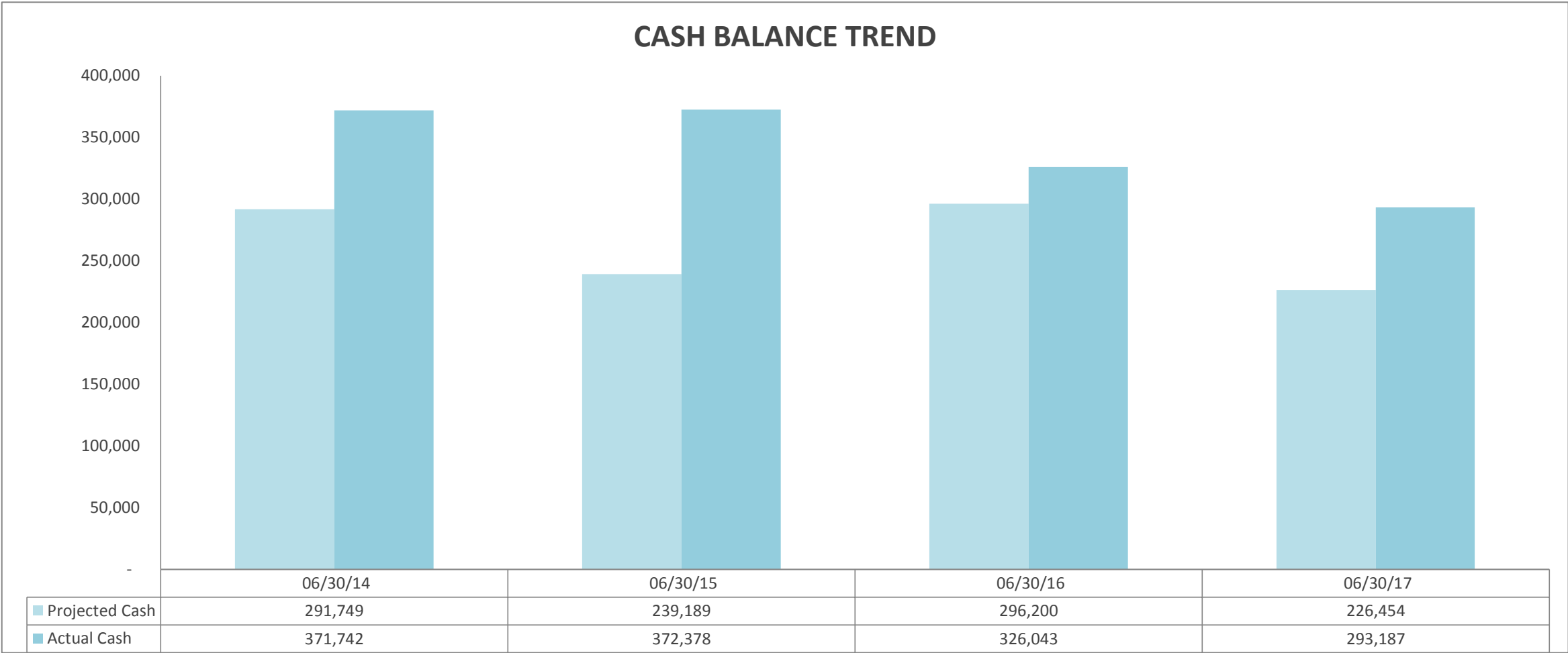
	Year 1	Year 2	Year 3	Year 4	Year 5-Budgeted
Average Teacher Base Salary (PED 925B-2, \$1):	\$52,752.00	\$51,033.00	\$54,280.00	\$54,187.10	\$57,010.00
Average Teacher Contract Salary (PED 925B-2, \$2):	\$52,752.00	\$51,468.00	\$55,005.00	\$55,656.49	\$59,496.00
Difference between Average Contract and Base Salary	\$0.00	\$435.00	\$725.00	\$1,469.39	\$2,486.00
% Average BASE Salary Increase (\$1)	1.00%	-3.26%	6.36%	2.77%	14.92%
% Average Contract Salary Increase (\$2)	1.00%	-2.43%	6.87%	3.94%	16.92%
Average Base Salary Difference from Prior Year		(\$1,719.00)	\$3,247.00	(\$92.90)	\$2,822.90
Average Contract Salary Difference from Prior Year		(\$1,284.00)	\$3,537.00	\$651.49	\$3,839.51
Average Years Experience (PED 925B-3)	17.71	18.71	19.71	22.86	29.44
Average Years Experience Difference from Prior Year		1	1	3.15	6.58

IV. TRAINING & EXPERIENCE

	Year 1	Year 2	Year 3	Year 4	Year 5-Budgeted
T&E Index Factor Actual	1.152%	1.286%	1.270%	1.277%	
T&E Index Factor Budgeted	1.160%	1.152%	1.286%	1.270%	1.277%



V. CASH BALANCE REVIEW



- A. i. Explain how actions of the school leadership (administrator and board) have impacted the trend in cash balances over the years above.
- ii. How has the amount of the cash balance in each year impacted the school's programmatic or capital plans.

Over the past several years, our administrators have managed Middle College High School's budget conservatively, going back to the economic downturn year

B. Operational Cash Comparison

	Year 1	Year 2	Year 3	Year 4	Year 5-Budgeted
Estimated OpBud Cash Balance	\$291,749.00	\$239,189.00	\$296,200.00	\$226,454.00	\$375,349.00
4th Quarter Audited Cash	\$371,742.00	\$372,378.00	\$326,043.00	\$293,187.00	\$492,123.00
Difference	(\$79,993.00)	(\$133,189.00)	(\$29,843.00)	(\$66,733.00)	(\$116,774.00)
Actual Total Yearly Expenditures	\$762,423.00	\$888,593.00	\$959,615.00	\$1,048,806.00	\$1,079,916.16
Budgeted Total Yearly Expenditures	\$1,081,156.00	\$1,079,136.00	\$1,224,751.00	\$1,454,100.00	\$1,620,860.00
Difference	\$318,733.00	\$190,543.00	\$265,136.00	\$405,294.00	\$540,943.84
% EOY Cash Balance to Total Yearly Expenditures	38.27%	26.92%	30.87%	21.59%	34.76%
% Prior EOY Cash Balance to Yearly Expenditures		32.83%	24.93%	28.24%	20.97%

C. Emergency Reserve:

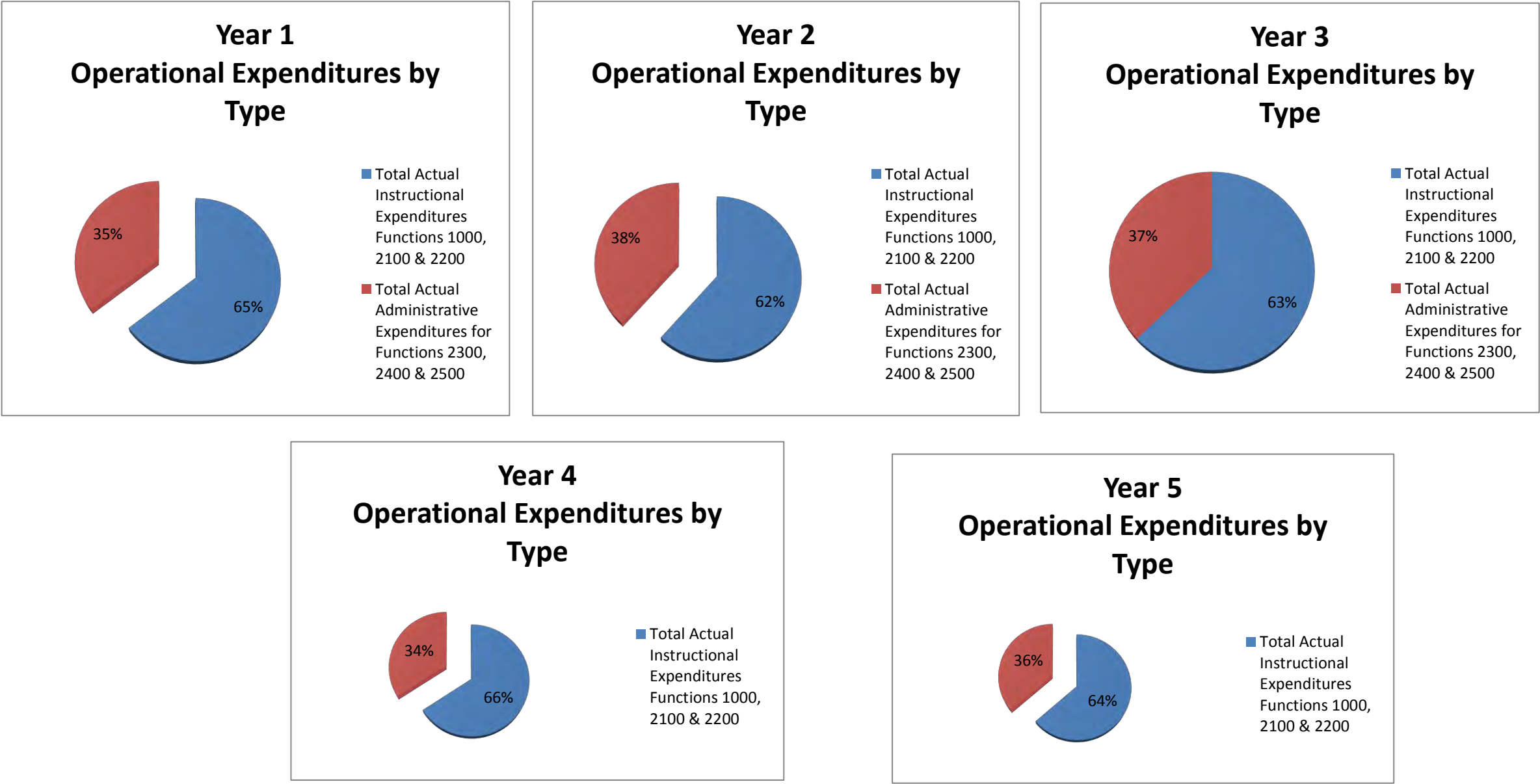
	Year 1	Year 2	Year 3	Year 4	Year 5-Budgeted
Amount in Approved Operating Budget	\$0	\$0	\$0	\$0	\$0
Restricted Expenditures	\$0	\$0	\$0	\$0	\$0
Percentage of Operating Expenditures	0	0	0	0	0

VI. OPERATIONAL FUNCTION VARIANCES:
A. Overall Operational Expenditures

	Year 1	Year 2	Year 3	Year 4	Year 5-Budgeted
Total Actual Operational Expenditures	\$762,423.00	\$888,593.00	\$959,615.00	\$1,048,806.00	\$1,620,860.00
Total Budgeted Operational Expenditures	\$1,081,156.00	\$1,079,136.00	\$1,224,751.00	\$1,454,100.00	\$1,079,916.16

B. Operational Expenditure by Type

	Year 1	Year 2	Year 3	Year 4	Year 5-Budgeted
Total <i>Actual</i> Instructional Expenditures Functions 1000, 2100 & 2200	\$462,543.00	\$531,556.00	\$570,105.00	\$666,578.00	\$666,599.92
Total <i>Budgeted</i> Instructional Expenditures Functions 1000, 2100 & 2200	\$642,366.00	\$630,319.00	\$730,048.00	\$784,611.00	\$880,900.00
Difference	(\$179,823.00)	(\$98,763.00)	(\$159,943.00)	(\$118,033.00)	(\$214,300.08)
% <i>Actual</i> Total Instructional Expenditures to Total Operational Expenditures	60.67%	59.82%	59.41%	63.56%	41.13%
% <i>Budgeted</i> Total Instructional Expenditures to Total Operational Expenditures	59.41%	58.41%	59.61%	53.96%	81.57%
Difference	1.25%	1.41%	-0.20%	9.60%	-40.44%
Total <i>Actual</i> Administrative Expenditures for Functions 2300, 2400 & 2500	\$254,107.00	\$331,463.00	\$340,167.00	\$347,173.00	\$381,776.72
Total <i>Budgeted</i> Administrative Expenditures for Functions 2300, 2400 & 2500	\$295,859.00	\$374,403.00	\$377,136.00	\$410,382.00	\$500,938.00
Difference	(\$41,752.00)	(\$42,940.00)	(\$36,969.00)	(\$63,209.00)	(\$119,161.28)
% <i>Actual</i> Total Instructional Expenditures to Total Operational Expenditures	33.33%	37.30%	35.45%	33.10%	23.55%
% <i>Budgeted</i> Total Instructional Expenditures to Total Operational Expenditures	27.37%	34.69%	30.79%	28.22%	46.39%
Difference	5.96%	2.61%	4.66%	4.88%	-22.83%

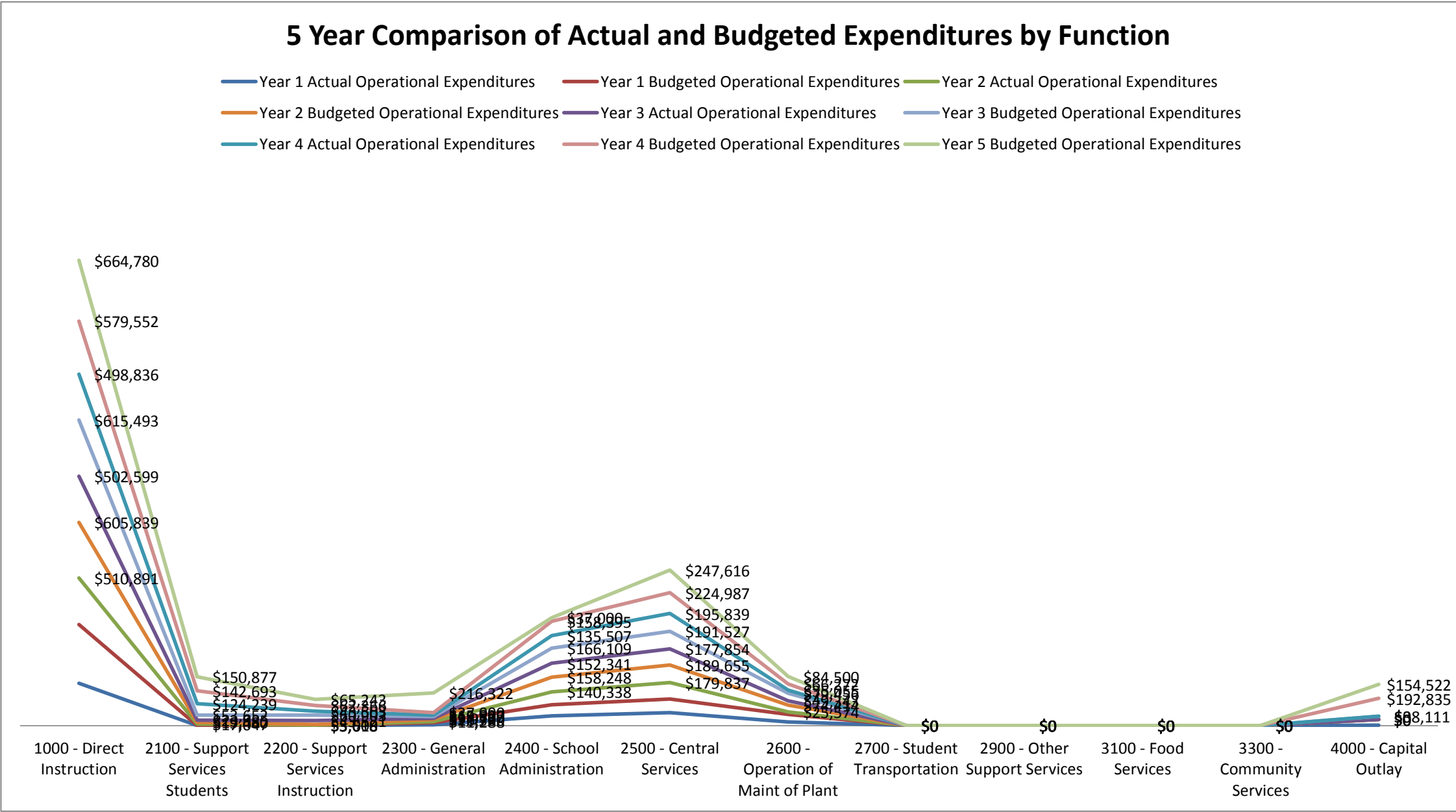


C. Actual Operational Expenditures by Function

	Year 1	Year 2	Year 3	Year 4
1000 - Direct Instruction	\$462,203	\$510,891	\$502,599	\$498,836
2100 - Support Services Students	\$0	\$17,047	\$23,985	\$124,239
2200 - Support Services Instruction	\$340	\$3,618	\$43,521	\$43,503
2300 - General Administration	\$8,022	\$11,288	\$9,972	\$15,827
2400 - School Administration	\$106,025	\$140,338	\$152,341	\$135,507
2500 - Central Services	\$140,060	\$179,837	\$177,854	\$195,839
2600 - Operation of Maint of Plant	\$40,881	\$25,574	\$49,343	\$35,055
2700 - Student Transportation	\$0	\$0	\$0	\$0
2900 - Other Support Services	\$0	\$0	\$0	\$0
3100 - Food Services	\$0	\$0	\$0	\$0
3300 - Community Services	\$0	\$0	\$0	\$0
4000 - Capital Outlay	\$4,892	\$0	\$0	\$0
Totals should equal expenditures above	\$762,423	\$888,593	\$959,615	\$1,048,806

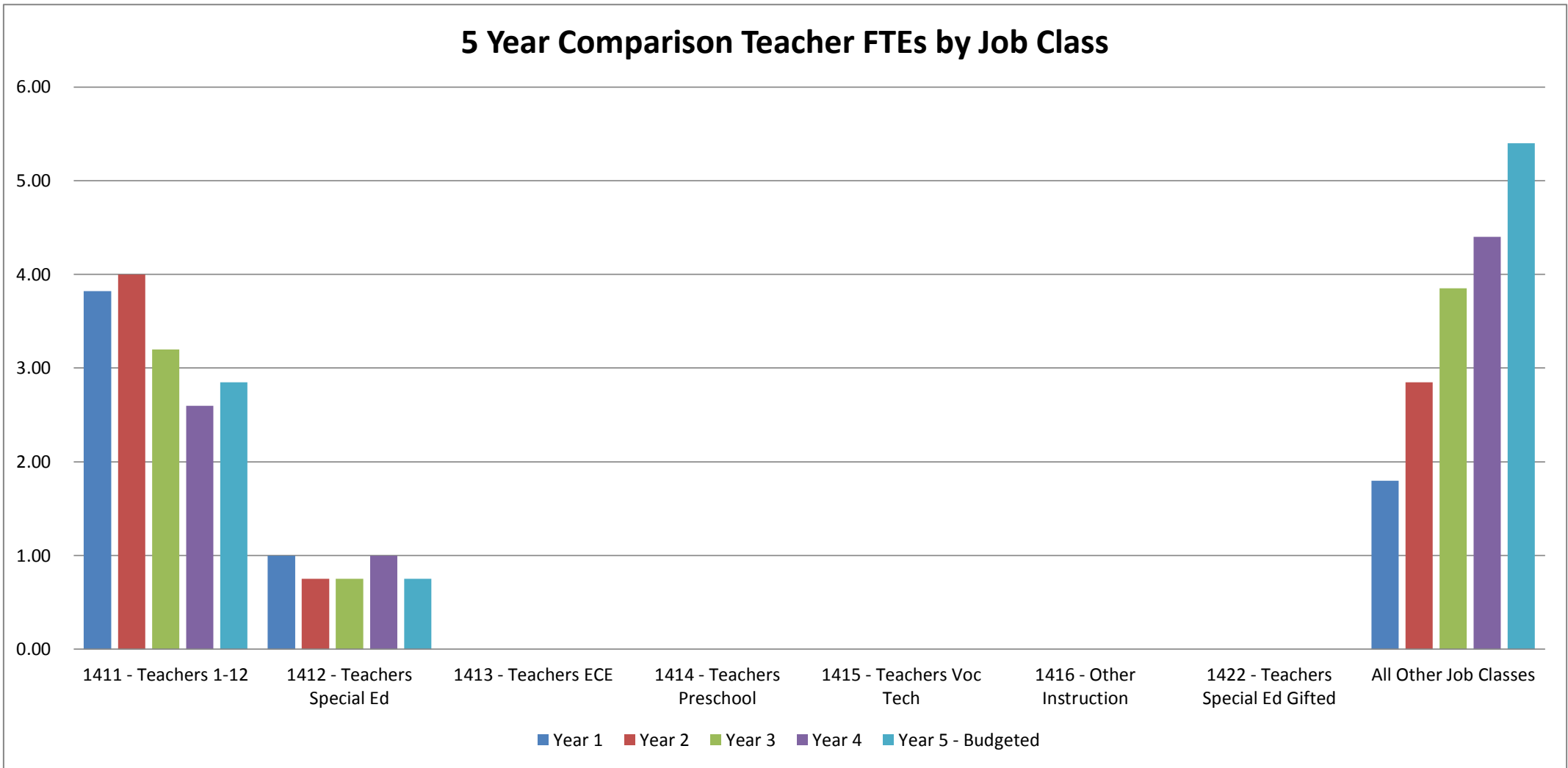
C. Budgeted Operational Expenditures by Function

	Year 1	Year 2	Year 3	Year 4	Year 5
1000 - Direct Instruction	\$640,366	\$605,839	\$615,493	\$579,552	\$664,780
2100 - Support Services Students	\$0	\$19,480	\$53,652	\$142,693	\$150,877
2200 - Support Services Instruction	\$2,000	\$5,000	\$60,903	\$62,366	\$65,243
2300 - General Administration	\$23,000	\$26,500	\$19,500	\$27,000	\$216,322
2400 - School Administration	\$122,303	\$158,248	\$166,109	\$158,395	\$37,000
2500 - Central Services	\$150,556	\$189,655	\$191,527	\$224,987	\$247,616
2600 - Operation of Maint of Plant	\$81,988	\$74,414	\$79,456	\$66,272	\$84,500
2700 - Student Transportation	\$0	\$0	\$0	\$0	\$0
2900 - Other Support Services	\$0	\$0	\$0	\$0	\$0
3100 - Food Services	\$0	\$0	\$0	\$0	\$0
3300 - Community Services	\$0	\$0	\$0	\$0	\$0
4000 - Capital Outlay	\$60,943	\$0	\$38,111	\$192,835	\$154,522
Totals should equal expenditures above	\$1,081,156	\$1,079,136	\$1,224,751	\$1,454,100	\$1,620,860



VII. FUND 11000 "OPERATIONAL" FTE COMPARISON

	Year 1	Year 2	Year 3	Year 4	Year 5 - Budgeted
1411 - Teachers 1-12	3.82	4.00	3.20	2.6	2.85
1412 - Teachers Special Ed	1.00	0.75	0.75	1	0.75
1413 - Teachers ECE					
1414 - Teachers Preschool					
1415 - Teachers Voc Tech					
1416 - Other Instruction					
1422 - Teachers Special Ed Gifted					
All Other Job Classes	1.80	2.85	3.85	4.4	5.4
Grand Total Fund 11000 FTE	6.62	7.60	7.80	8.00	9.00



VIII. SCHOOL CALENDAR

	Year 1	Year 2	Year 3	Year 4	Year 5-Budgeted
Instructional Days	169	169	169	169	170

IX. SCHOOLS THAT HAVE EARNED A "D" OR LOWER LETTER GRADE

Describe how the school prioritized resources toward proven programs and methods linked to improved student achievement from the time it earned a "D" or "F" until the school earned a grade of C or better for two consecutive years. If the school has not yet earned a grade of C or better for two consecutive years, the narrative must identify curent/ongoing actions. CSD will review and evaluate evidence to verify these actions on the site visit.

Not applicable

**Middle College High School
2017/2018 Financial Statement**

SUBJECT TO AUDIT

Description	Adjusted Budget (Pending Approval)	YTD Expenditures & Encumbrances	Budget Balance	FTE's
OPERATIONAL - 11000				
Unrestricted Cash	(1,124,000)	0	(1,124,000)	
Instr. Support - Categorical	0	(446)	446	
State Equalization Guarantee	(48,810)	(48,810)	48,810	
TOTAL REVENUE	(1,124,000)	(49,256)	(1,173,256)	
Salaries & Benefits	323,780	282,213	41,567	3.00
Professional Development	10,500	1,225	9,275	
Other Charges	8,000	1,035	6,965	
M&R Furn / Fix / Equip	3,000	110	2,890	
Rental Equipment & Vehicles	5,000	2,541	2,459	
Student Travel	15,000	1,449	13,551	
Contracts-Interagency	180,000	172,904	7,096	
Other Textbooks	61,000	33,083	27,917	
Software	5,000	2,518	2,482	
General Supplies & Materials	36,500	8,186	28,314	
Supply Assets \$5,000 or Less	17,000	0	17,000	
FUNCTION 1000 - DIRECT INSTRUCTION	664,780	505,264	159,516	3.60
Salaries & Benefits	134,877	119,977	14,900	1.99
Professional Development	3,000	503	2,497	
Other Professional Charges	2,500	842	1,658	
General Supplies & Materials	2,500	1,024	1,477	
Supply Assets \$5,000 or Less	8,000	645	7,354	
FUNCTION 2100 - SUPPORT SERVICES-STUDENTS	150,877	122,991	27,886	1.99
Salaries & Benefits	50,243	38,124	12,119	0.26
Professional Development	2,000	0	2,000	
Other Professional Services	2,000	0	2,000	
Other Contract Services	2,000	0	2,000	
General Supplies & Materials	2,000	222	1,778	
Supply Assets \$5,000 or Less	7,000	0	7,000	
FUNCTION 2200 - SUPPORT SERVICES - INSTRUCTION	65,243	38,346	26,897	0.26
Salaries & Benefits	172,322	172,281	41	1.15
Auditing	15,000	12,878	2,122	
Other Professional Services	60,000	30,331	29,669	
Other Charges	2,000	1,939	61	
Advertising	2,000	2,099	(99)	
Board Travel	5,000	0	5,000	
Board Training	5,000	2,403	2,597	
Emp Travel Non-Teacher	5,000	1,222	3,778	
FUNCTION 2300 - SUPPORT SERVICES-GENERAL ADMINISTRATION	216,322	173,353	43,169	1.15

BUDGET TO AUDIT

Description	Adjusted Budget (Pending Approval)	YTD Expenditures & Encumbrances	Budget Balance	FTE's
Professional Development	5,000		5,048	
Other Professional Services	15,000	1,978	13,022	
Other Charges	2,000	150	1,850	
M & R Furn / Fix / Equip	2,000	0	2,000	
Emp Travel Non-Teachers	5,000	117	4,883	
Software	1,000	0	1,000	
General Supplies & Materials	3,000	0	3,000	
Supply Assets \$5,000 or Less	4,000	0	4,000	
FUNCTION 2400 - SUPPORT SERVICES SCHOOL ADMINISTRATION	37,000	2,197	34,803	
Salaries & Benefits	188,116	186,905	1,211	3.00
Professional Development	4,500	3,464	1,036	
Other Professional Services	10,000	1,036	8,964	
Other Charges	1,000	960	40	
Advertising	2,500	0	2,500	
Employee Travel Non-Teacher	2,000	0	2,000	
Other Contract Services	13,000	140	12,860	
Software	13,000	10,107	2,893	
General Supplies & Materials	12,000	3,814	8,186	
Supply Assets \$5,000 or Less	1,500	0	1,500	
FUNCTION 2500 - CENTRAL SERVICES	247,616	206,426	41,190	3.00
M & R Buildings & Grounds	7,500	715	6,785	
Electricity	7,500	1,768	5,732	
Building Heat / Natural Gas	2,500	759	1,741	
Communications	13,500	7,027	6,473	
Renting Land & Building	28,500	6,510	21,990	
Property / Liability Ins.	10,000	9,879	121	
Other Contract Services	10,000	4,490	5,510	
General Supplies & Materials	5,000	392	4,608	
FUNCTION 2600 - OPERATION & MAINTENANCE OF PLANT	84,500	31,540	52,960	
Construction Services	154,522	0	154,522	
FUNCTION 4000 - CAPITAL OUTLAY	154,522	0	154,522	
TOTAL EXPENDITURES	1,620,860	1,079,917	540,943	9.00
INSTRUCTIONAL MATERIALS - 14000				
Restricted Cash	4,671	4,671	0	
Instructional Materials-Cash 50%	4,671	4,671	0	
TOTAL REVENUE	4,671	4,671	0	
Instructional Materials-Cash 50% Textbooks	4,671	4,671	0	
TOTAL EXPENDITURES	4,671	4,671	0	

SUBJECT TO AUDIT

Description	Adjusted Budget (Pending Approval)	YTD Expenditures & Encumbrances	Budget Balance	FTE's
IDEA-B - 24106				
Flowthrough for Charter Schools	(6,133)	0	(6,133)	
TOTAL REVENUE	(6,133)	0	(6,133)	
Other Textbooks	3,200	(WQ)	3,260	
Software	225	60	165	
Supply Assets \$5,000 or Less	2,908	665	2,243	
TOTAL EXPENDITURES	6,333	665	5,668	
GO LIBRARY BONDS - 27107				
PED State Flowthrough Grant	(2,385)	0	(2,385)	
TOTAL REVENUE	(2,385)	0	(2,385)	
Library Audio - Visual	2,385	0	2,385	
TOTAL EXPENDITURES	2,385	0	2,385	
PSCOC LEASE ASSISTANCE - 31200				
PSCOC Awards	(20,459)	15,371	(5,088)	
TOTAL REVENUE	(20,459)	15,371	(5,088)	
Capital Outlay	20,459	20,459	0	
TOTAL EXPENDITURES	20,459	20,459	0	
SB-9 STATE MATCH - 31700				
Prior Year Balance	(28,311)	(11,305)	(17,006)	
TOTAL REVENUE	(28,311)	(11,305)	(17,006)	
M&R Buildings & Grounds (SB9)	12,000	774	11,226	
Construction Services	3,000	0	3,000	
Supply Assets \$5,000 or Less	13,311	10,128	3,183	
TOTAL EXPENDITURES	28,311	10,902	17,409	
SB-9 LOCAL TAX - 31701				
Ad Valorem Tax School Districts	(14,715)	(14,340)	(143)	
TOTAL REVENUE	(14,715)	(14,340)	(143)	
County Tax Collection Cost	500	143	357	
Supply Assets \$5,000 or Less	14,215	10,128	4,087	
TOTAL EXPENDITURES	14,715	10,271	4,444	

Middle College High School
2018/2019 Financial Statement
As of 08/30/2018

DRAFT - PENDING MATRIS GOVERNING (COUNCIL, DEACS (PER CAP) and PED APPROVAL

Description	Adjusted Budget (Pending Approval)	YTD Expenditures & Encumbrances	Budget Balance	FTE's
OPERATIONAL FUND - 11000				
UNRESTRICTED CASH	0	0	0	
STATE EQUALIZATION GUARANTEE	0	0	0	
TOTAL REVENUE	0	0	0	
Salaries & Addenda	239,776	203,061	36,715	4.50
Employee Benefits	95,131	62,846	32,285	
Professional Development	27,500	971	26,529	
Other Charges	11,000	385	10,615	
M & R Furn / Fix / Equip	10,000	0	10,000	
Rental Equip & Vehicles	10,000	2,142	7,858	
Student Travel	3,000	0	3,000	
Contracts - Interagency	190,000	180,000	10,000	
Other Textbooks	135,000	105,092	29,908	
Software	47,000	28,645	18,355	
General Supplies & Materials	60,000	5,506	53,494	
Supply Assets \$5,000 or Less	17,000	1,889	15,111	
FUNCTION 1000 - DIRECT INSTRUCTION	845,407	591,538	253,869	4.50
Salaries & Addenda	87,006	85,006	2,000	1.74
Employee Benefits	34,765	29,517	5,248	
Professional Development	4,000	0	4,000	
Other Professional Services	2,500	867	1,634	
General Supplies & Materials	2,500	0	2,500	
Supply Assets \$5,000 or Less	5,000	0	5,000	
FUNCTION 2100 - SUPPORT SERVICES-STUDENTS	135,771	115,390	20,381	1.74
Salaries & Addenda	21,742	20,742	1,000	0.76
Employee Benefits	8,404	7,665	739	
Professional Development	7,000	0	2,000	
Other Professional Services	2,000	0	2,000	
Other Contract Services	2,000	0	2,000	
General Supplies & Materials	2,000	0	2,000	
Supply Assets \$5,000 or Less	5,000	0	5,000	
FUNCTION 2200 - SUPPORT SERVICES-INSTRUCTION	43,146	28,407	14,739	0.26
Salaries & Addenda	155,352	154,352	1,000	1.50
Employee Benefits	54,719	50,873	3,846	
Professional Development	20,000	99	19,901	
Auditing	50,000	21,663	28,338	
Other Professional Services	98,500	69,045	29,455	
Other Charges	2,000	1,300	700	
Advertising	23,500	18,666	4,834	
Board Travel	5,000	0	5,000	
Board Training	5,000	0	5,000	
Employee Travel Non-Teacher	5,000	0	5,000	
General Supplies & Materials	1,500	200	1,300	
FUNCTION 2300 - GENERAL ADMINISTRATION	420,571	316,198	104,373	1.50

DRAFT - PENDING MCIS GOVERNING COUNCIL, UMCS (PER CAP) and FID APPROVAL

Description	Adjusted Budget (Pending Approval)	YTD Expenditures & Encumbrances	Budget Balance	FTE's
Salaries & Addenda	144,162	144,162	0	2.00
Employee Benefits	54,384	50,484	3,900	
Professional Development	5,000	401	4,599	
Other Professional Services	10,000	786	9,214	
Other Charges	1,000	350	650	
Rental of Equip / Vehicles	7,500	2,142	5,358	
Advertising	2,500	0	2,500	
Employee Travel Non-Teacher	2,000	0	2,000	
Other Contract Services	13,000	0	13,000	
Software	15,000	10,831	4,169	
General Supplies & Materials	21,753	4,343	17,410	
Supply Assets \$5,000 or Less	2,000	0	2,000	
FUNCTION 2500 - CENTRAL SERVICES	278,299	213,500	64,799	2.00
M & R Building & Grounds	7,500	715	6,785	
Electricity	7,500	2,500	5,000	
Building Heat / Natural Gas	2,500	1,000	1,500	
Communications	13,500	11,000	2,500	
Renting Land & Building	28,500	25,000	3,500	
Property / Liability Insurance	15,000	10,221	4,779	
Other Contract Services	10,000	5,416	4,584	
General Supplies & Materials	5,000	2,000	3,000	
FUNCTION 2600 - OPERATION & MAINTENANCE OF PLANT	89,500	57,851	31,649	0.00
Transportation Contractors	22,000	0	22,000	
FUNCTION 2700 - STUDENT TRANSPORTATION	22,000	0	22,000	
Contracts-Interagency	114,303	0	114,303	
FUNCTION 3100 - FOOD SERVICES OPERATIONS	114,303	0	114,303	0.00
TOTAL EXPENDITURES	1,926,997	1,322,884	604,113	10.00
<hr/>				
INSTRUCTIONAL MATERIALS - 14000				
INSTRUCT. MAT. CASH 50%	11,000	0	11,000	
TOTAL REVENUE	11,000	0	11,000	
INST. MAT. CASH 50% TEXT	3,393	0	3,393	
TOTAL EXPENDITURES	3,393	0	3,393	
<hr/>				
GO LIBRARY BONDS - 27107				
PRIOR YEAR BALANCE	11,000	0	11,000	
TOTAL REVENUE	11,000	0	11,000	
LIBRARY AUDIO - VISUAL	2,385	0	2,385	
TOTAL EXPENDITURES	2,385	0	2,385	

DRAFT - PENDING MCHS GOVERNING COUNCIL, GMCS (PER CAP) and PED APPROVAL

Description	Adjusted Budget (Pending Approval)	YTD Expenditures & Encumbrances	Budget Balance	FTE's
SB-9 STATE MATCH - 31700				
STATE FLOW-THRU GRANTS	0	(774)	774	
PRIOR YEAR BALANCE	(34,068)	0	(34,068)	
TOTAL REVENUE	(34,068)	(774)	(33,294)	
M&R BLDG & GROUNDS (SB9)	10,000	0	10,000	
CONSTRUCTION SERVICES	10,000	0	10,000	
SUP ASSETS \$5000 OR LESS	14,068	0	14,068	
TOTAL EXPENDITURES	34,068	0	34,068	
SB-9 LOCAL TAX - 31701				
AD VAL TAX SCHOOL DIST.	(15,054)	(305)	(14,670)	
TOTAL REVENUE	(15,054)	(305)	(14,570)	
COUNTY TAX COLLECT. COST	1,000	4	996	
SUP. ASSETS \$5000 OR LESS	28,174	0	28,174	
TOTAL EXPENDITURES	29,174	4	29,170	

Part D: Petitions of Support

This section will be completed by school and submitted as part of the renewal application and is an opportunity to demonstrate the community support for the continuation of the school. NMSA 1978 § 22-8B-12 requires the school provide two petitions (1) a petition in support of the charter school renewing its charter status signed by not less than sixty-five percent of the employees in the charter school during the year prior to the least year of the contract; and (2) a petition in support of the charter school renewing its charter status signed by at least seventy-five percent of the households whose children are enrolled in the charter school on the 120th day of the year prior to the least year of the contract. These petitions must be completed in the school year in which the applicant is applying for renewal.



CERTIFICATION OF PETITION OF SUPPORT FROM EMPLOYEES

I am the Chief Executive Officer of the Middle College High School and hereby certify that: the attached petition in support of the Middle College High School renewing its charter was circulated to all employees of the Middle College High School. There are nine (9) persons employed by the Middle College High School. The petition contains the signatures of nine (9) employees, which represents one hundred percent (100%) of the employees employed by the Middle College High School.

STATE OF NEW MEXICO)

ss.

COUNTY OF MCKINLEY)

I, Robert D. Hunter, being first duly sworn, upon oath state:

That I have read the contents of the attached Petition, and my statements herein are true and Accurate to the best of my knowledge and belief.

Robert D. Hunter, PhD

Subscribed and sworn to before me this 21st day of August, 2018.



B. N. Green
Notary Public

My Commission Expires: 06/01/2020

MIDDLE COLLEGE HIGH SCHOOL AND UNM GALLUP, 705 GURLEY AVE- GALLUP, NEW MEXICO 87301 -
www.mchsgallup.com



PETITION OF SUPPORT FROM EMPLOYEES

Persons signing this document affirm that they are employees of the Middle College High School.

Through the provision of my signature, I affirm my support for the renewal and continuation of the Middle College High School, its mission and services to the students, families, and communities it serves.

Printed Name	Signature	Date
Robert D. Hunter, PhD	Robert D. Hunter, PhD	8/23/18
Michelle Etsitty	Michelle Etsitty	08/23/18
Kim Brown	Kim Brown	8/23/18
MICHAEL S. CUNANAN	Michael S. Cunanan	8/24/18
Jeffery R. Hunt	Jeffery R. Hunt	8.24.18
Timothy M. Knowles	Timothy M. Knowles	8-24-18
Ron Schall	Ron Schall	8/24/18
Dobbe Shack	Dobbe Shack	8/24/18
Nellie Sheridan	Nellie Sheridan	08/24/2018



MIDDLE COLLEGE HIGH SCHOOL

CERTIFICATION OF PETITION OF SUPPORT FROM HOUSEHOLDS

I am the Chief Executive Officer of the Middle College High School and hereby certify that: the attached petition in support of the Middle College High School renewing its charter was circulated to households whose children were enrolled in the Middle College High School. It contains the signatures of at least seventy (70) households, which represents seventy-five percent (75%) of the households whose children are enrolled in the Middle College High School.

STATE OF NEW MEXICO)

ss.

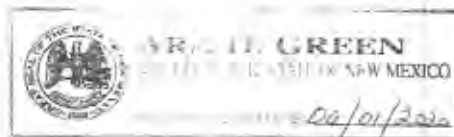
COUNTY OF MCKINLEY)

I, Robert D. Hunter, being first duly sworn, upon oath state:

That I have read the contents of the attached Petition, and my statements herein are true and Accurate to the best of my knowledge and belief.

Robert D. Hunter, CEO

Subscribed and sworn to before me this 31st day of August, 2018.



Araceli H. Green
Notary Public

My Commission Expires: 06/01/2020

MIDDLE COLLEGE HIGH SCHOOL AND UNM GALLUP, 705 GURLEY AVE- GALLUP, NEW MEXICO 87301 -
www.mchsgallup.com



MIDDLE COLLEGE HIGH SCHOOL

PETITION OF HOUSEHOLD SUPPORT

Persons signing this document affirm that they are either a parent or guardian of a Middle College High School student, or an 18-year-old (age of majority) student who is attending the Middle College High School.

Through the provision of my signature, I affirm my support for the renewal and continuation of the Middle College High School, its mission and services to the students, families and communities it serves.

Printed Name	Signature	Date
JOSEPH RODRIGUEZ	<i>Jose Rodriguez</i>	15 AUG 18
MICHAEL CUNANAN	<i>Msc</i>	8/15/18
Kileen Arila	<i>K Arila</i>	8/15/18
Jovanna Poblano	<i>J Poblano</i>	8/15/18
William Celapini	<i>W Celapini</i>	8/15/18
Theodore Butler	<i>T Butler</i>	8/15/18
Ed Lash	<i>Ed Lash</i>	8/15/18
Shanelle Gray	<i>Shanelle Gray</i>	8/15/18
Peter White	<i>Peter White</i>	8-15-18
John Mangum	<i>John Mangum</i>	8/15/18
Belinda Harrison	<i>Belinda Harrison</i>	201808115
Maribel Parra	<i>Maribel Parra</i>	8/15/18
CAMELA COWTZE	<i>C Cowtze</i>	8/15/18
Elena Mayan	<i>Elena Mayan</i>	8-15-18
Gary Tipton		8-15-18

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Through the provision of my signature, I affirm my support for the renewal and continuation of the Middle College High School, its mission and services to the students, families and communities it serves.

Printed Name	Signature	Date
Brentley Bosic	<i>Brentley Bosic</i>	8/15
Franklin Harrison	<i>Franklin Harrison</i>	8/15/18
Jose Harrison	<i>Jose Harrison</i>	8-15-18
Raul Lopez	<i>Raul Lopez</i>	8-15/18
Erin Arin	<i>Erin Arin</i>	8/15/18
Carlo Dvorak-Lash	<i>Carlo Dvorak-Lash</i>	8/15/18
Moya, Joel	<i>Joel Moya</i>	08-15-18
John Derrick Chavez	<i>John Derrick Chavez</i>	8/15/18
Kevin Stewart	<i>Kevin Stewart</i>	8/15/18
Ehab Maadi	<i>Ehab Maadi</i>	8/15/18
Rafa Magall	<i>Rafa Magall</i>	8/15/18
Erik Fort	<i>Erik Fort</i>	8/15/18
Cynthia Vital	<i>Cynthia Vital</i>	8/15/18
Berlene Sommers	<i>Berlene Sommers</i>	8/15/18
Fernando Arreguin	<i>Fernando Arreguin</i>	8-17-18

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Through the provision of my signature, I affirm my support for the renewal and continuation of the Middle College High School, its mission and services to the students, families and communities it serves.

Printed Name	Signature	Date
Jennifer Kirk	[Signature]	8/15/18
Trish Ireland	[Signature]	8/15/18
Leida Kang	[Signature]	8/15/18
Sarah Jones	[Signature]	8/15/18
Monica Yazzie	[Signature]	8/15/18
Maryanna Montano	[Signature]	8-15-18
Brian Donnell	[Signature]	8/15/18
Amy Jo Mulvaney	[Signature]	8/15/18
HEIDI M. NORTON	[Signature]	8/15/18
CHANCEY MARTINEZ	[Signature]	8/22/18
Jasanna Poblano	[Signature]	8/22/18
Cynthia S. Vitali	[Signature]	8/22/18
Rachael Mangum	[Signature]	8-22-18
Leo Griego	[Signature]	8-23-18
Vronne Salazar	[Signature]	8-23-18

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Through the provision of my signature, I affirm my support for the renewal and continuation of the Middle College High School, its mission and services to the students, families and communities it serves.

Printed Name	Signature	Date
Teri L Garcia	<i>Teri L Garcia</i>	8/22/18
Steven Aragona	<i>Steven Aragona</i>	8/22/18
Franklin Harrison	<i>Franklin Harrison</i>	8/23/18
Stefanie Mortensen	<i>Stefanie Mortensen</i>	8-23-18
Leticia M. Dennison	<i>Leticia M. Dennison</i>	8/23/18
Douglas A. Goodenough	<i>Douglas A. Goodenough</i>	8/23/18
Gyls Tippetts	<i>Gyls Tippetts</i>	8/23/18
Monica Trevino Abundia	<i>Monica Trevino Abundia</i>	8/23/18
Debra Moya	<i>Debra Moya</i>	8-23-18
Anna Smiley	<i>Anna Smiley</i>	8-23-18
Paula Sanchez	<i>Paula Sanchez</i>	8-23-18
Lenore V. Gonzalez	<i>Lenore V. Gonzalez</i>	8-23-18
Carmela Lanza	<i>Carmela Lanza</i>	8/24/2018
Erin Anis	<i>Erin Anis</i>	8/24/18
Cynthia P. Vargas	<i>Cynthia P. Vargas</i>	8-27-18



MIDDLE COLLEGE HIGH SCHOOL

PETITION OF HOUSEHOLD SUPPORT

Persons signing this document affirm that they are either a parent or guardian of a Middle College High School student, or an 18-year-old (age of majority) student who is attending the Middle College High School.

Through the provision of my signature, I affirm my support for the renewal and continuation of the Middle College High School, its mission and services to the students, families and communities it serves.

Printed Name	Signature	Date
Katrina Marti	Katrina Marti	8-28-18
Lady Lurane Sweeney	Lady Lurane Sweeney	8-29-18
JANICE SCHMALTZ	JANICE SCHMALTZ	8-28-18
Edward DeArmandis	Edward DeArmandis	8-29-18
Theodore Butler	Theodore Butler	8/29/18
Evangelina Charlie	Evangelina Charlie	8/29/18
Geraldine Arviso	Geraldine Arviso	8-29-18
Yvonne McNeil	Yvonne McNeil	8-30-18
Arman, Turpan	Arman, Turpan	8-30-18
Barbara Smith	Barbara Smith	8/30/18
Tamara James	Tamara James	8/30/18
Darryl Benally	Darryl Benally	8-30-18
Shari Priddy	Shari Priddy	8/30/18
Sharlene Begay-Blatero	Sharlene Begay-Blatero	8/31/18
Robert Susan Sr	Robert Susan Sr	8/31/18

RESOLUTION OF THE
 NAABIK'ÍYÁTI' STANDING COMMITTEE OF THE
 23rd NAVAJO NATION COUNCIL -- Fourth Year, 2018

AN ACTION

RELATING TO THE HEALTH, EDUCATION AND HUMAN SERVICES AND NAABIK'ÍYÁTI' COMMITTEES; SUPPORTING THE ROCK SPRINGS CHAPTER, MANUELITO CHAPTER, AND TSÉ LICHII' CHAPTER IN THEIR CONCERNS AND EFFORTS TO KEEP MIDDLE COLLEGE HIGH SCHOOL IN OPERATION

WHEREAS:

Section One. Standing Committee Authority and Power

- A. The Navajo Nation established the Health, Education and Human Services Committee (HEHSC) as a Navajo Nation Council standing committee and as such empowered HEHSC to review and recommend resolutions regarding social services. 2 N.N.C. § 400 (A), 401 (B)(6)(a) (2012).
- B. The Navajo Nation established the Naabik'iyáti' Committee as a Navajo Nation Council standing committee. Naabik'iyáti' Committee has the power "to coordinate all federal, county and state programs with other standing committees and branches of the Navajo Nation government to provide the most efficient delivery of services to the Navajo Nation." 2 N.N.C. §§ 700(A), 701 (A)(4) (2012).
- C. The Navajo Nation has a government-to-government relationship with the State of New Mexico.

Section Two. Findings

- A. Middle College High School (MCHS) is a charter public high school located in Gallup, NM. <https://www.mchsgallup.com/about-mchs>. MCHS offers concurrent enrollment with the University of New Mexico-Gallup. *Ibid*. This allows students to gain college experience and attain college credit by the time they graduate high school. *Ibid*.
- B. MCHS is ranked the 12th best public high school in the State of New Mexico. *Ibid*. MCHS has nearly doubled its enrollment of Native American students from 21% of their student body in the school year 2015-2016 to 40% in the school year 2017-2018. **Exhibit A**. Native students are now the school's largest demographic. *Ibid*. 92% of their Native American graduates attend college after graduation. *Ibid*.

- C. Middle College High School operates under the Gallup-McKinley County School District as a charter school. On October 16, 2017, the Gallup-McKinley County School Board approved the MCHS renewal application. **Exhibit B.**
- D. On April 25, 2018, the Gallup-McKinley County School District approved to "issue an intent to revoke the charter for Middle College High School." **Exhibit C.**
- E. In response, the Rock Springs Chapter, Manuelito Chapter, and Tsé Lichii' Chapter have issued chapter resolutions supporting the continuation of Middle College High School. **Exhibit D, E, and F.**

NOW, THEREFORE, BE IT RESOLVED:

- A. The Navajo Nation supports the Rock Springs Chapter, Manuelito Chapter, and Tsé Lichii' Chapter in their concerns and efforts to keep Middle College High School in operation.
- B. The Navajo Nation hereby authorizes the Navajo Nation President, the Navajo Nation Speaker, and their designees to advocate on their behalf.

CERTIFICATION

I, hereby, certify that the foregoing resolution was duly considered by the Naabik'iyáti' Committee of the 23rd Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 10 in Favor, and 00 Opposed, on this 13th day of September 2018.



LoRenzo C. Bates, Chairman
Naabik'iyáti' Committee

Motioned: Honorable Amber Kanazbah Crotty
Second : Honorable Jonathan Perry

Chairman LoRenzo C. Bates not voting

Pursuant to § 700 (D), A quorum of the committee shall be satisfied by the presence of two (2) members of each Standing Committee or a majority of delegates of the Navajo Nation Council.

Part E: Description of Charter School Facilities and Assurances

This section will be completed by school and submitted as part of the renewal application and is an opportunity to provide a description of the charter school facilities and assurances that the facilities are in compliance with the requirements of NMSA 1978 § 22-8B-4.2. The school must provide supporting documentation to demonstrate the assurances are correct in an appendix. The required documentation includes the E-Occupancy Certificate, a letter regarding the New Mexico Condition Index (NMCI) from Public School Facilities Authority (PSFA), and a copy of any lease documents. All schools must provide a response for this section of the application.

F. Facility

A description of the charter school facilities and assurances that the facilities are in compliance with the requirements of Section 22-8B-4.2 NMSA 1978.

The school must provide a narrative description of its facilities. The school should attach any facility plans or the school's Facility Master Plan in **Appendix D**.

In addition, attach a copy of the building E Occupancy certificate and a letter from the PSFA with the facility NMCI Score as **Appendix D**, indicating that the school facility meets the requirements at Subsection C of 22-8B-4.2 NMSA 1978. (If the charter school is relocating or expanding to accommodate more students.)

The school must also provide assurances that the facilities are in compliance with the requirements of Section 22-8B-4.2 NMSA 1978, including subsections A, C, and D. A template is available from the PEC's website.

School response:

Middle College High School (MCHS) is located on the UNM-Gallup campus. The Charter School is made up of two portable buildings and leased spaces within Gurley Hall of UNM-Gallup. In 2009, MCHS purchased the two portable buildings, so the buildings are owned by the Charter School. Our two portable buildings are located on approximately two (2) acres of leased land on the northeast portion of the campus, just north of the gymnasium. MCHS leases this land from UNM-Gallup. Each unit has two classroom areas. One area is utilized as the administrative office, and the other three areas are utilized as classrooms. The spaces leased within Gurley Hall consist of four (4) classrooms and one office. The office space is utilized to store textbook inventory. The leased space is owned by UNM-Gallup. Refer to Section e of the Appendix for supporting documentation.

**LICENSE AGREEMENT
BETWEEN
REGENTS OF THE UNIVERSITY OF NEW MEXICO
AND
MIDDLE COLLEGE HIGH SCHOOL**

This License Agreement ("License") is effective as of July 1, 2012, by the Regents of the University of New Mexico, a body corporate of the State of New Mexico, on behalf of the University of New Mexico – Gallup Branch Campus ("UNM") and the Middle College High School, a private charter school ("MCHS").

I. RECITALS

A. UNM is the owner of real property and improvements thereon located at 200 College Road, Gallup, NM 87301 and commonly referenced as the University of New Mexico – Gallup Branch Campus (the "Premises").

B. MCHS desires to utilize certain space within the Premises identified in this License for the purposes of operating a charter school serving at-risk and previously home schooled students at the sophomore, junior and senior grades.

C. UNM desires to permit MCHS to use the space identified in this License for the purposes stated above, subject to the terms and conditions of this License.

II. ASSIGNMENT OF SPACE

A. MCHS will use and occupy approximately two (2) acres of land for the temporary location of portable buildings and 334 square feet of administrative space located in the gym (collectively, the "Space"), as further described on the attached "Exhibit A".

III. RESPONSIBILITIES OF MCHS

A. In consideration for use of the Space, as described above, MCHS will pay rent in the amount of Seventeen Thousand Two Hundred Dollars and 00/100 (\$17,200.00) annually payable in quarterly installments of Four Thousand Three Hundred Dollars and 00/100 (\$4,300.00).

B. At its sole cost, MCHS will provide two (2) portable buildings. The location of the portables on the Space shall be approved in advance by UNM.

C. MCHS will use the Space for the purpose of operating a charter school.

D. MCHS will be responsible for its direct or proportionate share of electricity and natural gas for the Space. MCHS shall be solely responsible for all maintenance costs related to the portable buildings.

F. MCHS will abide by all reasonable rules regarding use of the Space which are promulgated by UNM, including, but not limited to, building entry, areas of access, employee identification and security.

G. MCHS will not assign or transfer any interest in this License or sublet the Space.

IV. RESPONSIBILITIES OF UNM

A. UNM will provide internet service, water, sewer, refuse disposal, landscaping and grounds maintenance, and structural maintenance for the 334 square feet of space located within the gymnasium.

V. TERM AND TERMINATION

A. This License will be in effect from July 1, 2012 through June 30, 2013, and may thereafter be renewed on an annual basis by written agreement of the parties.

B. Either party may terminate this License at any time upon thirty (30) days advance written notice.

VI. DUTY TO INSURE

MCHS'S INSURANCE

A. **Liability Insurance.** MCHS shall obtain and keep in force a Commercial General Liability policy of insurance protecting MCHS and UNM as an additional insured against claims for bodily injury, personal injury, and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Space and all areas appurtenant thereto including the Common Areas. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this License as an "insured Contract" for the performance of MCHS's indemnity obligations under this License.

B. **Property Damage.** MCHS shall obtain and maintain insurance coverage on all of MCHS's personal property, trade fixtures, and MCHS owned alterations and utility installation. Such insurance shall be full replacement cost coverage with a deductible not to exceed \$1,000.00 per occurrence.

C. **MCHS's Insurance Policies.** Insurance required herein by MCHS shall be by companies duly licensed or admitted to transact business in the state where the Space is located and maintaining during the policy term a "General Policyholders Rating" of at least a B+, V, as set forth in the most current issues of "Best's Insurance Guide". MCHS shall not do or permit to be done anything which invalidates the required insurance policies. MCHS shall, upon execution of this License, deliver to UNM certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to UNM. MCHS shall, at least 30 days prior to the expiration of such policies, furnish UNM with evidence of renewals or "insurance binders" evidencing renewal thereof, or UNM may order such insurance and charge the cost thereof to MCHS, which amount shall be payable by MCHS to UNM upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this License, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

UNM's INSURANCE

A. MCHS acknowledges that UNM is insured through the State of New Mexico Risk Management Division, with limits on liability as established by the New Mexico Tort Claims Act. UNM shall not carry insurance covering MCHS's property or improvements.

B. During the term of this License and any extension thereof, UNM shall provide coverage for liability of UNM and its "public employees," as defined in the New Mexico Tort Claims Act.

GENERAL

A. **Waiver of Subrogation.** Without affecting any other rights or remedies, MCHS and UNM each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against UNM or MCHS, as the case may be, so long as the insurance is not invalidated thereby.

B. **MCHS's Indemnity.** Except for UNM's gross negligence or willful misconduct, MCHS shall indemnify, protect defend and hold harmless the Premises, the Space, UNM and its Regents, agents, students and employees from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises and the Space by MCHS, its agents, employees and students. If any action or proceeding is brought against UNM by reason of any of the foregoing matters, MCHS shall upon notice defend the same at MCHS's expense by counsel reasonably satisfactory to UNM and UNM shall cooperate

with MCHS in such defense. UNM need not have first paid any such claim in order to be defended or indemnified.

C. **Exemption of UNM from Liability.** UNM shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of MCHS, MCHS's employees, contractors, invitees, students, customers, or any other person in or about the Premises or the Space whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or the Space or upon other portions of the Premises, or from other sources or places. UNM shall not be liable for any damages arising from any act or neglect of any other tenant of UNM nor from the failure of UNM to enforce the provisions of any other lease in the Premises. Notwithstanding UNM's negligence or breach of this License, UNM shall under no circumstances be liable for injury to MCHS's business or for any loss of income or profit therefrom.

VII. CONDITION OF PREMISES UPON SURRENDER. At the termination of this License, MCHS shall surrender the Space in the condition in which they were on the effective date of this License, excepting:

- (a) Deterioration caused through reasonable use and ordinary wear and tear;
- (b) Alterations, improvements or additions made with UNM's express approval;
- (c) Any change, damage or destruction not resulting from MCHS's negligent or willful act; and,
- (d) Conditions required to be repaired by UNM

VIII. LIABILITY. As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employees. The liability of UNM will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended.

IX. LATE CHARGES. MCHS hereby acknowledges that late payment by MCHS of Rent will cause UNM to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon UNM by any Lender. Accordingly, if any Rent shall not be received by UNM within five (5) days after such amount shall be due, then, without any requirement for notice to MCHS, MCHS shall pay to UNM a one-time late charge equal to ten percent (10%) of each such overdue amount. The parties hereby agree that such late charges represents a fair and reasonable estimate of the costs UNM will incur by reason of such late payment. Acceptance of such late charge by UNM shall in no event constitute a waiver of MCHS's default or breach with respect to such overdue. Amount, nor

prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of base rent, then notwithstanding any provision of this License to the contrary, base rent shall, at UNM's option, become due and payable quarterly in advance.

X. INTEREST. Any monetary payment due UNM hereunder, other than late charges, not received by UNM, when due as to scheduled payments or within thirty (30) days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the thirty-first (31st) day after it was due as to non-scheduled payments. The interest ("Interest") charged shall be equal to the prime rate reported in the Wall Street Journal as published closest prior to the date when due plus four percent (4%), but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in paragraph IX.

XI. ENTIRE AGREEMENT/MODIFICATIONS. This License represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this License. This License may be amended upon written consent of the parties. Each party will consider in good faith modifications presented for consideration by the other party.

XII. COOPERATION AND DISPUTE RESOLUTION. The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this License, representatives of the parties will meet in good faith to resolve the dispute.

XIII. THIRD PARTIES. Nothing in this License, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this License.


XIV. ADDRESS FOR NOTICES, PAYMENT OF RENT, ETC. Notices required under this License and rental payments shall be made at the following address, except as changed by written notice to the other party.

(a) UNM: The University of New Mexico
Real Estate Department
MSC06 3595
1 University of New Mexico
Albuquerque, NM 87131

(b) MCHS: Middle College High School
Attn: Walter Feldman
200 College Road
Gallup, NM 87301

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

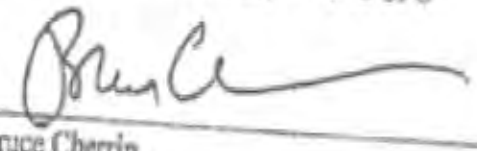
By:


David W. Harris
EVP for Administration, COO & CFO

Date

5/25/12

By:


Bruce Cherrin
Chief Procurement Officer

Date

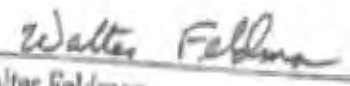
5-24-12

Reviewed and Approved by:


Kim D. Murphy
Director of Real Estate

MIDDLE COLLEGE HIGH SCHOOL

By:


Walter Feldman
Principal

Date

7/13/12

**SEVENTH AMENDMENT TO
LICENSE AGREEMENT**

THIS SEVENTH AMENDMENT TO LICENSE AGREEMENT ("Seventh Amendment") is made and entered into this 31st day of May, 2018 by and between the Regents of the University of New Mexico, a body corporate of the State of New Mexico, on behalf of the University of New Mexico-Gallup Branch Campus, ("UNM"), and the Middle College High School, a public charter school, ("MCHS").

RECITALS

WHEREAS, UNM and MCHS (the "Parties") entered into that certain License Agreement effective July 1, 2012 ("the License"), pertaining to that certain premises commonly known as 705 Gurley Avenue (formerly known as 200 College Road), Gallup, NM 87301 consisting of approximately two (2) acres of land for the temporary location of portable buildings and 334 square feet of administrative space located in the gym (collectively, the "Space") and more particularly described in said License; and,

WHEREAS, the Parties entered into that certain First Amendment dated August 30, 2012, regarding MCHS's utility obligation (the "First Amendment"); and,

WHEREAS, the Parties entered into that certain Second Amendment dated June 24, 2013, regarding MCHS's square footage of the Space (the "Second Amendment"); and,

WHEREAS, the Parties entered into that certain Third Amendment dated June 30, 2014, regarding assignment of space and an extension of the term; and,

WHEREAS, the Parties entered into that certain Fourth Amendment dated May 29, 2015, extending the term; and

WHEREAS, the Parties entered into that certain Fifth Amendment dated June 22, 2016, extending the term, expanding the space and modifying the rent; and

WHEREAS, the Parties entered into that certain Sixth Amendment dated May 8, 2017, extending the term, expanding the space and modifying the rent; and

WHEREAS, MCHS desires to extend the term and the Parties agree to amend the License to reflect the same;

AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants contained herein, UNM and MCHS agree that said License for 705 Gurley Avenue, Gallup NM 87301 is hereby modified and amended as follows:

1. **TERM:** The License is hereby extended for an additional four (4) years commencing July 1, 2018 and ending June 30, 2022, and may be thereafter renewed every four years by written agreement of the parties.

2. **BROKERAGE FEES:** The Parties respectively represent to the other that no brokers were retained, used or referred to with respect to this Seventh Amendment to License and/or leasing.

Except as modified herein, all other terms of the License, as amended, shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Seventh Amendment as of the date first above written.

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

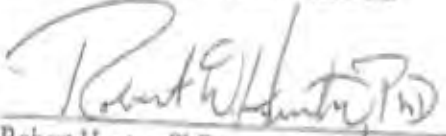
By: 
David W. Harris
EVP for Administration, COO & CFO

Date: 5/10/18

By: 
Bruce Cherrin
Chief Procurement Officer

Date: 5/3/18

MIDDLE COLLEGE HIGH SCHOOL

By: 
Robert Hunter, PhD
CEO

Date: 5/2/18

EXHIBIT A

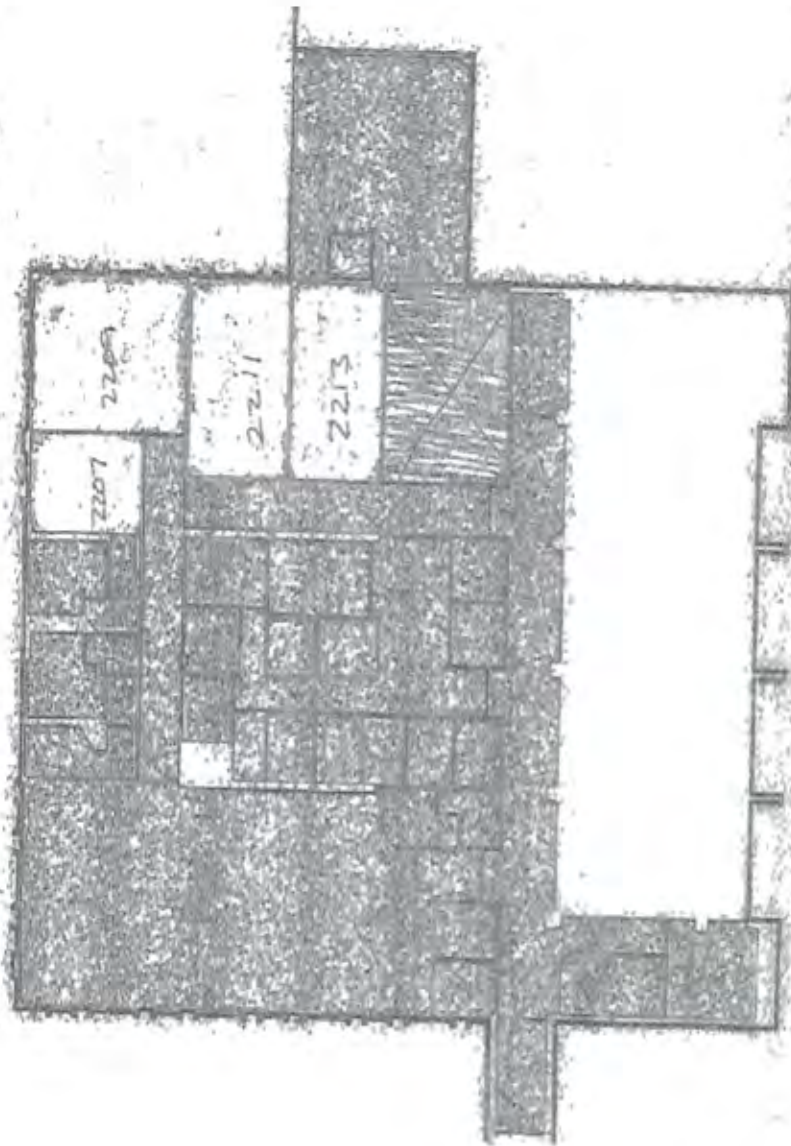
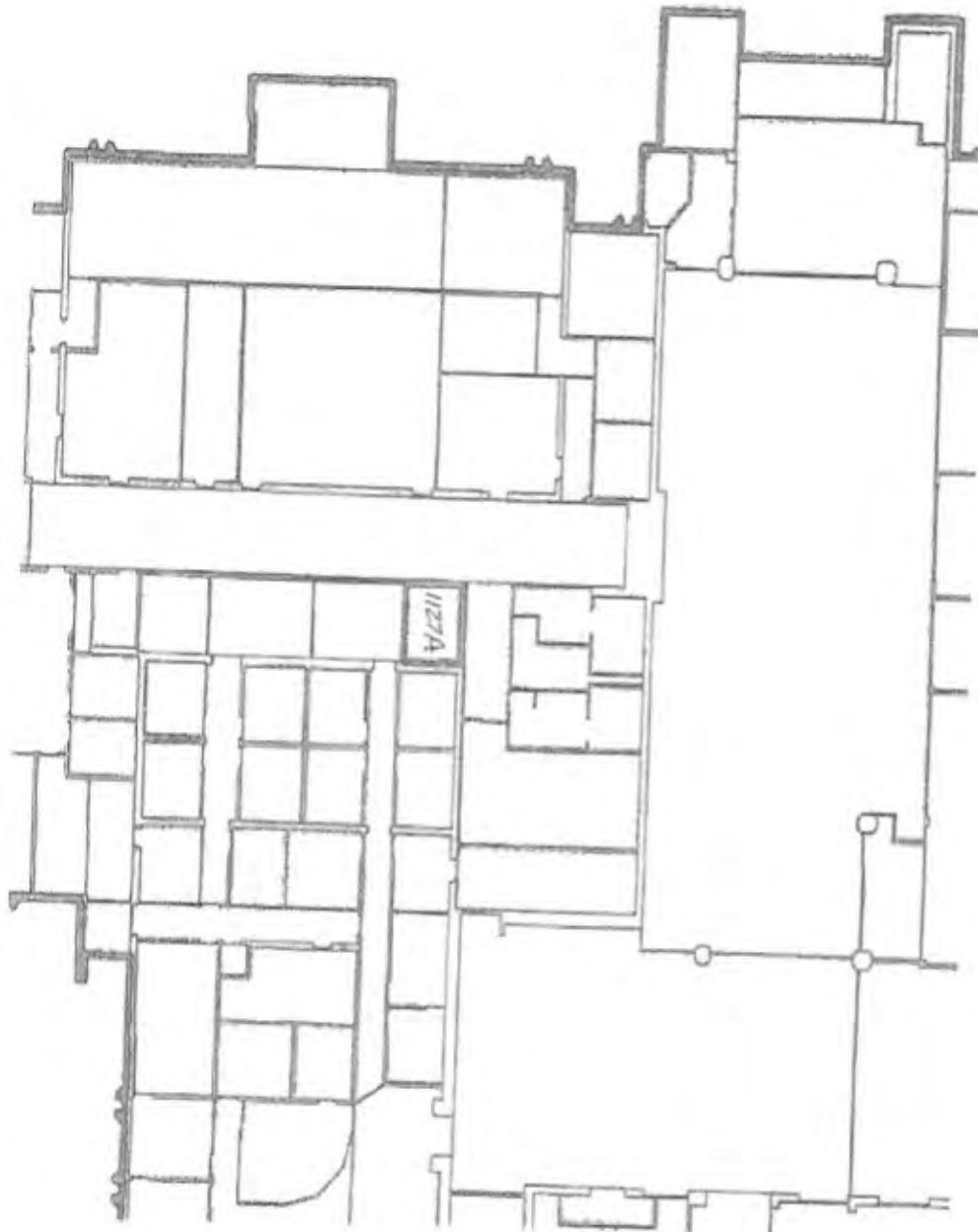


EXHIBIT A



CERTIFICATION A

Public Facility

The undersigned hereby certify under penalty of perjury that the owner of the facility in which Middle College High School is a public facility owned by The University of New Mexico, Real Estate Department and providing the facility for Middle College High School.

Charter School Governing Board

By: Dale Buser
Print Name: Dale Buser
Print Title: Governing Council President
Date: _____

STATE OF NEW MEXICO)

COUNTY OF MCKINLEY) ss.

On this 16th day of May, 2017, before me, the undersigned officer, personally appeared 705 Gurley Ave. Gallup, N.M. 87301 known to me to be the person whose name is subscribed to the within instrument, and acknowledged executing the same for the purpose therein contained.

Nellie Ornelas
Notary Public

My Commission Expires:
01-30-2017

Charter School Principal / Administrator

By: Robert D. Hunter, PhD
Print Name: Robert Hunter, PhD
Print Title: Chief Executive Officer
Date: _____

STATE OF NEW MEXICO)

COUNTY OF MCKINLEY) ss.

On this 16th day of May, 2017, before me, the undersigned officer, personally appeared 705 Gurley Ave. Gallup, N.M. 87301 known to me to be the person whose name is subscribed to the within instrument, and acknowledged executing the same for the purpose therein contained.

Nellie Ornelas
Notary Public

My Commission Expires:
01-30-2017

Use note:

For use by charter schools that are housed in a facility that is owned by the charter school, the school, the state, an institution of the state, another political subdivision of the state, the federal government or one of its agencies or a tribal government.

**State of New Mexico
Public School Facilities Authority**



Vacant, Director

Rocky Kearney, Deputy Director

1312 Basehart Road, SE, Suite 200
Albuquerque, NM 87106
(505) 843-6272 (Phone); (505) 843-9681 (Fax)
Website: www.nmpsfa.org

August 31, 2017

Kim Brown, Business Manager
Middle College High School
UNM Gallup 705 Gurley Avenue
Gallup, NM 87301

Re: wNMCI of current existing facility per 2017-2018 Final wNMCI Ranking

VIA E-MAIL

Mrs. Brown,

Public School Facilities Authority (PSFA) had assessed the current facilities for the Middle College High School. This assessment was conducted pursuant to 22-8B-4.2 NMSA 1978 and 22-20-1(A) (2)NMSA 1978.

PSFA is pleased to advise you that per 2017-2018 Final wNMCI Ranking the current existing facilities had resulted in a weighted New Mexico Condition Index (wNMCI) score of 14.20% which is better (lower is better) than the current wNMCI statewide average of 15.27% as required by this statute.

The prior assessment meet the requirements of 22-8B-4.2 NMSA 1978 and 22-20-1(A)(2)NMSA1978.

Please feel free to contact me if you have any questions or concerns regarding this correspondence. I can be reached at (505) 468-0295.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "T. Rybarczyk".

Timothy Rybarczyk, Facilities Specialist
Public School Facilities Authority

Cc: Martica Casias, Planning & Design Manager

Part F: Amendments and Amendment Requests

In addition to historical information on amendments and amendment requests provided by the Charter Schools Division in this report the school will need to identify additional amendments it would like to have considered as part of the renewal process. These amendments may include changes in facility location, enrollment cap increases, changes in grade levels served, changes in the educational program and other standard amendment requests. For the purpose of this report, all amendment requests and actions to date are listed below:

While the school is not making any additional amendment requests for the upcoming term, the Governing Council, with guidance from the PED's College and Career Readiness Bureau, has already taken action on the following allowable waivers, as pertain to early college high schools under NMAC 6.30.13.13:

- Individual class load, and teaching load: MCHS instructors may occasionally teach dual credit courses for which enrollment numbers differ from those determined by the local district, and MCHS students concurrently enrolled in UNM-Gallup classes may be in classes that exceed individual class load/teaching load restrictions.
- Length of school day: MCHS students do not follow a traditional 8:00-3:30 school day, and have a variable schedule that follows the UNM-Gallup scheduling based upon classes take. All students exceed the minimum of 1,080 instructional hours as mandated by the state, using the "Carnegie units" appropriate for early college/concurrent enrollment programs.
- Staffing patterns: MCHS position titles may vary from those found at the local school district. This is done to mirror the composition of a college environment, where a position such as dean of students might be more applicable than an assistant principal. MCHS students are also concurrently taught by UNM-Gallup staff, as well as MCHS staff.
- Subject areas: While all MCHS faculty provide instruction under the NM PED's required licenses, additional dual credit courses may occasionally be offered for which licensure flexibility would be desired (for example, our English teacher is a fluent Zuni language speaker and would be able to offer such a course, in the absence of such endorsement). MCHS students are also taught by UNM-Gallup staff, who may not be licensed by NMPED.
- Purchase of instructional materials: MCHS faculty routinely uses college texts as instructional materials. These are outside of the materials adopted by the Instructional Materials Bureau, but offer a better fit for our dually enrolled students.
- Course work requirements: The MCHS program requires additional courses, above and beyond what is required by the state. For example, MCHS students are required to complete 29 high school credits for graduation, which include both job shadow and service learning coursework.

APPENDIX A

1. Settlement Agreement between GMCS and Middle College High School
2. Corrective Action Plan for the 2018-2019 school year
3. School's Latest Update Report

SETTLEMENT AGREEMENT AND
MUTUAL RELEASE IN FULL AND INDEMNIFYING AGREEMENT

1. The Board of Education for the Gallup-McKinley County Schools (“Board of Education”) is the statutory governing body of the public schools under Section 22-5-1 of the Public School Code geographically located in and around Gallup, New Mexico. The Governing Council of Middle College High School is the statutory governing body of locally-chartered charter school under Section 22-8B-4(B) of the Charter Schools Act located in Gallup, New Mexico (“Governing Council”). The Board of Education is currently the Chartering Authority over Middle College High School under the provisions of Section 22-8B-6(A) of the Charter Schools Act.

2. A dispute has arisen between the Board of Education and the Governing Council, as to which there is an actual controversy. On or about July 6, 2018, the Board of Education’s Superintendent of Schools initiated formal action under Sections 22-8B-5.3(G) and (H)(5) and 22-8B-12 of the Charter Schools Act to have the Board of Education determine whether an Order of Revocation terminating the charter contract and/or denying renewal of a charter contract for Middle College High School should issue, so that it may no longer have the ability or authority to operate as a charter school under the jurisdiction of the Board of Education. Middle College High School has sought a hearing and the Board of Education has scheduled a hearing. However, no revocation order has been issued by the Board of Education. The parties have now agreed to amicably settle the issues between them, and, as of June 30, 2019, to end the chartering relationship between the Board of Education and the Governing Council under the Charter Schools Act pursuant to the terms set forth in this Settlement Agreement (“Agreement”).

3. Board President Charles Long, on behalf of the Board of Education for the Gallup-McKinley County Schools, by and through the Board's legal counsel, Cuddy & McCarthy, LLP (Andrew M. Sanchez) and Council Chair, W. Anthony Major, Jr., on behalf of the Governing Council of Middle College High School, by and through the Council's legal counsel, Matthews Fox, P.C. (Susan B. Fox) have reached a settlement of an existing dispute, the terms of which are provided in their entirety in this Agreement.

4. In consideration for the Board of Education's execution of this Agreement, including its Mutual Release in Full and Indemnifying Agreement ("Release"), the Governing Council agrees to the following:

- a. On or before October 1, 2018, or the deadline specified by the Public Education Commission ("PEC") for applications to be chartered by the PEC, the Governing Council will take all actions under its authority necessary to apply for a charter from the PEC pursuant to Section 22-8B-6 (C) and 22-8B-16 of the Charter Schools Act. The charter sought in its application to the PEC is for a State-chartered charter contract with the PEC, as the chartering authority, to begin no later than the beginning of the 2019-2020 school year;
- b. The Governing Council shall enter into a charter contract with the Board of Education for the 2018-2019 school year pursuant to Section 22-8B-9(A) of the Charter Schools Act that terminates by its terms and by the provisions of this Agreement on June 30, 2019, and it will not be renewed by the parties. The Contract agreed to and executed by the parties is attached as Exhibit A.

- c. The Governing Council acknowledges and agrees that the Board of Education is only suspending its revocation action pending the satisfaction of this Agreement;
- d. The Governing Council acknowledges and agrees that if it fails to obtain charter approval from the PEC by June 30, 2019, the Governing Council will accept the immediate revocation of its charter by formal action of the Board of Education under Sections 22-8B-5.3(G) and (H)(5) and 22-8B-12 of the Charter Schools Act making no further challenges and hereby specifically waives any and all rights to appeal the revocation action under the provisions of the Charter Schools Act or under any contract claim to challenge the revocation action before any agency or court of competent jurisdiction. In addition, the Governing Council acknowledges and agrees that it will take all necessary actions to cease all school operations on or before June 30, 2019, if it fails to obtain a charter from the PEC;
- e. Governing Council agrees to accept a corrective action plan to address issues deemed necessary by the Board of Education to facilitate the successful completion of the one school year charter contract in accordance with the Charter Schools Act and the oversight required by Board of Education to allow the School sufficient time to seek a State-chartered charter from the PEC;
- f. Governing Council agrees to refrain and shall direct its Chief Executive Officer, Dr. Rob Hunter, from making, publishing, causing or encouraging to be made or to be published by others offensive, derogatory, disparaging or critical comments or statements about the Board of Education for the Gallup-McKinley County Schools, its representatives or employees and specifically its Superintendent of Schools,

Mike Hyatt, whether verbally, electronically or in writing, relating to or regarding the contemplated revocation action, or the previous interactions between the Gallup-McKinley County Schools and Middle College High School leading to the contemplated revocation action;

- g. On or before June 30, 2019, Middle College High School shall return all property and equipment of the Gallup-McKinley County Schools that it may have in its possession or control, and items/property purchased with Middle College High School funds prior to June 30, 2019, will remain the property of MCHS, if and when the School is chartered through the PEC; and
- h. Governing Council agrees to the promulgation of a joint statement, the language of which will be approved by each party, announcing the settlement set forth herein and that the parties are limited to announcement that an amicable settlement has been reached that will facilitate the end of the relationship between Middle College High School and the Gallup-McKinley County Schools as of June 30, 2019.

5. In consideration for Governing Council's execution of this Agreement, including its Mutual Release in Full and Indemnifying Agreement ("Release"), the Board of Education agrees to the following:

- a. The Board of Education for the Gallup-McKinley County Schools will take a neutral position before the PEC on the application for a charter from the PEC by the Governing Council;

- b. The Board of Education shall enter into a charter contract with the Governing Council for the 2018-2019 school year pursuant to Section 22-8B-9(A) of the Charter Schools Act that terminates by its terms and by the provisions of this Agreement on June 30, 2019, and it will not be renewed by the parties;
- c. The Board of Education shall suspend its contemplated revocation action pending the satisfaction of this Agreement;
- d. Should the Governing Council fail to obtain a charter from the PEC by June 30, 2019, the Board of Education shall take official action at a duly-called open meeting of the Board of Education to issue an order for the immediate revocation of the charter to Middle College High School under Sections 22-8B-5.3(G) and (H)(5) and 22-8B-12 of the Charter Schools Act. In addition, the Board of Education shall supervise the actions of the Governing Council and its administration to cease all school operations on or before June 30, 2019, if it fails to obtain a charter from the PEC;
- e. The Board of Education shall impose a corrective action plan on Middle College High School to address necessary issues arising from the revocation action to facilitate the successful completion of the one school year charter contract in accordance with the Charter Schools Act and shall direct the necessary oversight of the corrective action plan;
- f. Board of Education agrees to refrain and shall direct its Superintendent of Schools, Mike Hyatt, from making, publishing, causing or encouraging to be made or to be published by others offensive, derogatory, disparaging or critical

comments or statements about the Governing Council for the Middle College High School, its representatives or employees and specifically its Chief Executive Officer, Dr. Rob Hunter, whether verbally, electronically or in writing, relating to or regarding the contemplated revocation action or the previous interactions between the Gallup-McKinley County Schools and Middle College High School leading to the contemplated revocation action; and

- g. Board of Education agrees to the promulgation of a joint statement, the language of which will be approved by each party, announcing the settlement set forth herein and that the parties are limited to the announcement that an amicable settlement has been reached that will facilitate the end of the relationship between Middle College High School and the Gallup-McKinley County Schools as of June 30, 2019.

6. No further action by either party outside of that required by this Agreement shall be necessary to affect the tender or the acceptance of the revocation.

7. W. Anthony Major, Jr., on behalf of Middle College High School, its Governing Council and its representative agents, attorneys, heirs, successors, assigns, and any persons or parties subrogated to its rights, hereby forever release and indemnify the Gallup-McKinley County Schools, its Board of Education and individual members (past and present), administrators and officers thereof, past and present, in their individual and official capacities, and any entity related to any of the foregoing and their respective agents, predecessors, attorneys, servants, employees, contractors, consultants, officers, directors, attorneys, affiliates, successors, assigns, executors,

insurers and reinsurers, from any and all claims of any kind or character which the Governing Council has or might have against the Gallup-McKinley County Schools, its Board of Education and individual members, administrators and officers thereof, past and present, and including without limitation any claims under the United States and New Mexico Constitutions, contract, statute, ordinances, regulations, common law, or otherwise, for personal injury, property damages, lost wages, income or benefits, compensatory damages, damages for emotional distress, punitive damages, attorneys' fees, costs and interest, equitable relief, any other form of damages or relief, or injuries to the person or property of the Governing Council, or both, whether known or unknown, and whether developed or undeveloped, in any way relating to or resulting from Governing Council's time and experiences as the governing body of Middle College High School related to the Board of Education serving as the chartering authority from the beginning of time to the date of the execution of this Agreement, including any and all claims which could have been asserted by the Governing Council in any agency, administrative forum or court of competent jurisdiction.

8. Council Chair W. Anthony Major, Jr., on behalf of Middle College High School, its Governing Council and its individual members, administrators and officers thereof, past and present shall fully release the Gallup-McKinley County Schools, its Board of Education and individual members, administrators and officers thereof, past and present, as provided in this Release in Full and Indemnifying Agreement (hereinafter referred to as the "Release") and shall forever forbear and refrain from filing any action, claim, charge or lawsuit of any kind whatsoever against the Gallup-McKinley County Schools, its Board of Education and individual members, administrators and officers thereof, past and present, for anything related to or arising from the governance of Middle College High School. The Governing Council agrees to indemnify, defend and to hold the

Gallup-McKinley County Schools, its Board of Education and individual members, administrators and officers thereof, past and present, harmless from any and all past, present and future claims, demands, causes of action, in law or in equity, whether known or unknown, which may be made or brought by the Governing Council or any other person or entity acting on its behalf, claiming damages, reimbursement, subrogation, indemnity, or contribution against the Gallup-McKinley County Schools, its Board of Education and individual members, administrators and officers thereof, past and present, which might be filed or claims as a result of or in any way arising directly or indirectly from the events, claims, incidents or occurrences giving rise to the revocation action referenced herein but does not limit or prohibit any claims arising from Charter Contract required under this Agreement. This indemnification agreement shall also include costs of defense and attorneys' fees, it being the intent of this Release to completely and fully terminate any exposure for claims of damages, liability, costs, expenses, attorneys' fees or any other monetary recovery on the part of the Gallup-McKinley County Schools, its Board of Education and individual members, administrators and officers thereof, past and present.

9. Board President Charles Long, on behalf of the Gallup-McKinley County Schools, its Board of Education and individual members, administrators and officers thereof, past and present, and its representative agents, attorneys, heirs, successors, assign, and any persons or parties subrogated to its rights, hereby forever release and indemnify Middle College High School, its Governing Council and individual members (past and present), administrators and officers thereof, past and present, in their individual and official capacities, and any entity related to any of the foregoing and their respective agents, predecessors, attorneys, servants, employees, contractors, consultants, officers, directors, attorneys, affiliates, successors, assigns, executors, insurers and

reinsurers, from any and all claims of any kind or character which the Board of Education has or might have against Middle College High School, its Governing Council and individual members, administrators and officers thereof, past and present, and including without limitation any claims under the United States and New Mexico Constitutions, contract, statute, ordinances, regulations, common law, or otherwise, for personal injury, property damages, lost wages, income or benefits, compensatory damages, damages for emotional distress, punitive damages, attorneys' fees, costs and interest, equitable relief, any other form of damages or relief, or injuries to the person or property of the Board of Education, or both, whether known or unknown, and whether developed or undeveloped, in any way relating to or resulting from the Board of Education's time and experiences as the governing body of the Gallup-McKinley County Schools and the chartering authority for the School from the beginning of time to the date of the execution of this Agreement, including any and all claims which could have been asserted by the Board of Education in any agency, administrative forum or court of competent jurisdiction.

10. Board President Charles Long, on behalf of the Gallup-McKinley County Schools, its Board of Education and its individual members, administrators and officers thereof, past and present shall fully release Middle College High School, its Governing Council and individual members, administrators and officers thereof, past and present, as provided in this Release in Full and Indemnifying Agreement (hereinafter referred to as the "Release") and shall thereafter forever forbear and refrain from filing any action, claim, charge or lawsuit of any kind whatsoever against Middle College High School, its Governing Council and individual members, administrators and officers thereof, past and present, for anything related to or arising from the governance of the Gallup-McKinley County Schools. The Board of Education agrees to indemnify, defend and to

hold Middle College High School, its Governing Council and individual members, administrators and officers thereof, past and present, harmless from any and all past, present and future claims, demands, causes of action, in law or in equity, whether known or unknown, which may hereafter be made or brought by the Board of Education or any other person or entity acting on its behalf, claiming damages, reimbursement, subrogation, indemnity, or contribution against Middle College High School, its Governing Council and individual members, administrators and officers thereof, past and present, which might be filed or claims as a result of or in any way arising directly or indirectly from the events, claims, incidents or occurrences referenced herein giving rise to the revocation action referenced herein. This indemnification agreement shall also include costs of defense and attorneys' fees, it being the intent of this Release to completely and fully terminate any exposure for claims of damages, liability, costs, expenses, attorneys' fees or any other monetary recovery on the part of Middle College High School, its Governing Council and individual members, administrators and officers thereof, past and present.

11. The Parties acknowledge that by agreeing to this compromise and settlement, the Parties do not admit any liability of any kind and that liability has at all times been denied, and that the settlement evidenced by this Agreement is a compromise of an actual but disputed claim made to avoid further expenses of litigation and to terminate all further controversy and claims between Middle College High School and the Gallup-McKinley County Schools of whatsoever nature, known or unknown, arising before the date of executing this Agreement. The Parties further acknowledge and understand that no representation of fact or opinion has been made by any of the Parties or anyone on their behalf to induce this settlement, and that Parties have entered into this Agreement knowingly and voluntarily and upon the opportunity to obtain the

advice of legal counsel of their own selection. The Parties have made no agreement of any kind or promised to do or omit to do any act or thing not herein set forth.

12. Each party represents and warrants that it has the sole right and exclusive authority to execute this Agreement and that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, demands, obligations, or causes of action referred to in this Agreement. In addition, both parties represent and warrant that their representatives executing this Agreement are both physically and mentally competent to execute this Agreement on its behalf.

13. Each Party hereto shall bear its own attorneys' fees and costs in connection with this Agreement and the matters and documents referred to herein and all related matters.


14. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico and the venue for any disputes or actions arising from this Agreement shall be brought in the Eleventh Judicial District Court for New Mexico in McKinley County. A copy of this Agreement shall have the same effect and will be as enforceable as the original.

15. As further consideration and inducement for this compromise settlement and agreement, Middle College High School or any reorganized or derivative charter school arising from Middle College High School agrees that it will not apply for a future charter in any capacity with the Gallup-McKinley County Schools as a locally-chartered charter school for a period of five (5) years.

16. As a further consideration and inducement for this compromise settlement, the Parties and their attorneys further agree that other than the joint public statement set forth herein neither they nor anyone else on their behalf will cause to be made public or release to any news media or to any other person not a party referenced hereinabove, any information about this

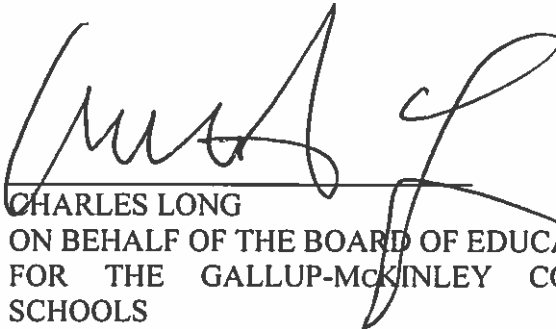
settlement, including but not limited to, the names of the parties released, the details of the settlement, the terms of this Agreement, or any characterization of the settlement, except as may be required pursuant to applicable public records laws, as ordered or directed by the Attorney General's office of the State of New Mexico or the New Mexico Public Education Department, or pursuant to order from a court of competent jurisdiction, and in such instances only after notifying the other party to this Agreement in writing. The Parties recognize that confidentiality is a provision of this settlement, and that such confidentiality shall be maintained to prevent damages to the other Party's reputation, standing in the community, and credibility. The Parties agree and stipulate that any unauthorized disclosure, as outlined hereinabove, will damage the reputation, standing in the community and credibility of the other Party. The Parties further agree and stipulate that this confidentiality provision is in all respects fair, proper and reasonable under the circumstances. If either Party is asked by the press, their employees, former employees, or any other persons to discuss the terms and conditions of the settlement, they agree that they will simply respond that the matter has been amicably resolved. The parties acknowledge and understand that each will be limited by the provisions and requirements of the New Mexico Inspection of Public Records Act ("IPRA"), N.M. Stat. Ann. § 14-2-1 *et seq.*, with regard to the confidentiality provisions of this Agreement. Disclosure of this Agreement or its contents to public officials or agents of the Parties, such as auditors, attorneys, taxation or funding entities for official purposes or to the media or member of the public under a lawful request under the IPRA shall not violate this provision.

17. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms, covenants, and provisions shall remain in full force and effect and be in no way affected, impaired, or invalidated.


W. ANTHONY MAJOR, JR.
ON BEHALF OF THE GOVERNING COUNCIL
FOR MIDDLE COLLEGE HIGH SCHOOL

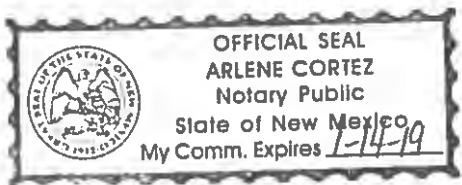
Lavern K. Moore
Notary Public


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CHARLES LONG
ON BEHALF OF THE BOARD OF EDUCATION
FOR THE GALLUP-MCKINLEY COUNTY
SCHOOLS

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

The foregoing Settlement Agreement was subscribed, sworn to and acknowledged before me this 13 day of August, 2018, by Charles Long, as Board President and authorized representative of the Board of Education, the governing body of the Gallup-McKinley County Schools, who is personally known to me.





Notary Public

Seal

REVIEWED BY:


MATTHEWS FOX, P.C.

By: _____


SUSAN B. FOX
ATTORNEYS FOR THE GOVERNING COUNCIL FOR
MIDDLE COLLEGE HIGH SCHOOL
1925 Aspen Drive, Suite 301A
Santa Fe, New Mexico 87505

CUDDY & MCCARTHY, LLP

By: _____


ANDREW M. SANCHEZ
ATTORNEYS FOR THE BOARD OF EDUCATION
FOR THE GALLUP-MCKINLEY COUNTY SCHOOLS
201 Third Street, Suite 1300
Albuquerque, New Mexico 87102

August 15, 2018

Dr. Robert Hunter
Middle College High School
705 Gurley Street
Gallup, New Mexico 87301

CORRECTIVE ACTION PLAN

ALL CORRECTIVE ACTION MUST BE FULLY IMPLEMENTED, AND ALL NONCOMPLIANCE CORRECTED AS SOON AS POSSIBLE.

Reference/Authority: <i>New Mexico State Inv. Council v. Weinstein</i> , 2016-NMCA-069, 382 P.3d 923; Open Meetings Act, NMSA 1978 §§ 10-15-1 to 10-15-4
Findings: Action within the exclusive control of the Governing Council has been improperly delegated to Dr. Hunter by Resolution.
Corrective Action Plan Requirements: Governing Council will take action to revoke the Resolution giving signature authority, except as it relates to personnel contracts; Governing Council will correct and/or ratify past actions taken by Dr. Hunter that require Governing Council approval. Completion date: next MCHS Board Meeting.
Reference/Authority: Open Meetings Act, NMSA 1978 §§ 10-15-1 to 10-15-4
Findings: Agendas contain vague executive session information; agendas are changed during Governing Council meeting to add items not previously on the agenda; Meeting minutes do not contain specific information on action items; Roll call votes are not taken nor recorded in meeting minutes.
Corrective Action Plan Requirements: Comply with Open Meetings Act; submit full packet of information to Superintendent at same time as provided to Governing Council; provide Superintendent with copy of approved meeting minutes within five (5) days of approval by Governing Council; Charter is placed on notice that Superintendent and/or designee may attend Governing Council meetings from time-to-time. Completion date: immediately and continuous throughout 2018-19 school year.
Reference/Authority: 2012 Charter Renewal Application
Findings: Charter claims it “follows the Gallup McKinley Board Policy” with regard to all PED required policies, yet the Charter has adopted policies that do not comply with Board of Education of GMCS policies and/or State law.
Corrective Action Plan Requirements: Revoke the Policy Manual of the Charter and strictly adhere to Board of Education of GMCS policies. This action excludes MCHS policy as it relates to the Governing Board’s guidance documents. Completion date: next MCHS Board Meeting.
Reference/Authority: NMSA 1978 § 22-12-1 to 22-12-10; 2012 Charter Renewal Application

<p>Findings: Charter has failed to report student attendance in Powerschool and has failed to accurately track student attendance; Charter has failed to follow Board of Education of GMCS policies regarding attendance and truancy; Charter has failed to follow Compulsory School Attendance Act by failing to provide proper notification to students, parents, and probation services office/District Attorney.</p>
<p>Corrective Action Plan Requirements: Charter will accurately and timely submit daily attendance in Powerschool for all students in all courses taken through MCHS or UNM-Gallup. Charter will submit an updated parent/student handbook to the Superintendent for approval. Completion date: immediately and continuous throughout 2018-19 school year. Updated handbook to be submitted to the Superintendent by September 15, 2018.</p>
<p>Reference/Authority: NMSA 1978 § 22-5-4.3; § 6.11.2.7 NMAC; Title IX Education Amendments of 1972</p>
<p>Findings: Charter has failed to report student discipline in STARS and failed to follow Board of Education of GMCS policies, State law, and PED regulations with regard to disciplinary action and suspension/dismissal of students from MCHS.</p>
<p>Corrective Action Plan Requirements: All disciplinary action will be reported in STARS and to the Superintendent within five (5) days of the action taken by MCHS or UNM-Gallup; disciplinary action taken by UNM-Gallup will result in disciplinary action taken and reported by MCHS; actions involving suspension or expulsion/dismissal of a student will be in accordance with GMCS policies, GMCS discipline handbook, and will utilize GMCS's Hearing Officer. Completion date: immediately and continuous throughout 2018-19 school year.</p>
<p>Reference/Authority: NMSA 1978 § 22-8B-4(A) and 22-1-4(A); Title VI of the Civil Rights Act of 1964</p>
<p>Findings: Charter's student population is not reflective of the Native American population.</p>
<p>Corrective Action Plan Requirements: Charter will document and demonstrate to the Board of Education its efforts to increase the Native American student population at MCHS. Completion date: plan of action is due by September 15, 2018.</p>
<p>Reference/Authority: NMSA 1978 § 22-8B-4.1</p>
<p>Findings: Charter's lottery system appears to have a disparate impact on Native American students and Charter lacks detailed policies regarding lottery system. Charter documents provide conflicting information with regard to students permitted into the lottery.</p>
<p>Corrective Action Plan Requirements: Charter will provide a detailed explanation and all documentation to the Superintendent about the 2016-2019 lottery processes. Charter will provide a detailed explanation of the existing waitlist, how it was developed, and how students are assigned to and selected from the waitlist. Charter will provide a detailed explanation and all documentation to the Superintendent of the lottery to occur in April 2019 and include an individual designated by the Superintendent in all aspects of the lottery process. Charter will identify whether or not it is accepting seniors and, if not, it will begin so immediately. Completion date: past documentation relating to the lottery process is due by September 15, 2018. Future lottery documentation will be provided at least a week prior to the lottery.</p>
<p>Reference/Authority: NMSA 1978 § 22-2-8.1</p>
<p>Findings: Dr. Hunter and the Governing Council have falsified budget documents and information to overstate the hours of instruction and presented conflicting information with regard to length of school year, length of school day, days of instruction, and instructional hours.</p>

Corrective Action Plan Requirements: Charter will submit new budget to the Superintendent for approval to include accurate information with regard to instructional hours and days. Completion date: by August 30, 2018
Reference/Authority: NMSA 1978 § 22-1-1.2 and 22-8B-9.1
Findings: Charter maintains an exorbitant cash balance not being utilized to improve student achievement.
Corrective Action Plan Requirements: Charter will submit both long-term and short-term plans for use of funds in furtherance of MCHS mission and academic success and diversity of the student body. Both plans will require GMCS Board of Education and Governing Council approval. Cash balance shall not be used for capital outlay without Board of Education approval. Completion date: by September 15, 2018
Reference/Authority: NMSA 1978 § 22-10A-4(D); NM Const. art. IX, § 14; and NMSA 1978 §§ 22-8-38 & 22-8-40
Findings: Charter staff have been paid outside of the pay scales of GMCS and engaged in outside activities during work hours.
Corrective Action Plan Requirements: Charter will provide the Superintendent with a detailed explanation of how salaries are in-line with GMCS salary schedules and coding. Charter will provide the Superintendent with detailed explanation and description of MCHS's personnel system. In order to facilitate increased direct attention to the academic needs of MCHS, Dr. Hunter will devote work hours to duties as MCHS's CEO and attend UNM-Gallup meetings by invite and only as MCHS's CEO during work hours. Completion date: by August 31, 2018.
Reference/Authority: 2012 Charter Renewal Application
Findings: The Charter School has made multiple organizational changes failing to seek approval of amendments from the Chartering Authority.
Corrective Action Plan Requirements: Charter will submit an updated organizational chart to the Superintendent. The Board of Education of GMCS must approve all future changes to the organizational structure. Completion date: August 30, 2018, and continuous throughout the 2018-19 school year.
Reference/Authority: NMSA 1978 § 22-5-5.1
Findings: Charter indicated that it could not locate \$215,402.15 worth of assets.
Corrective Action Plan Requirements: Charter will provide an updated inventory report to the Board of Education during its regular meeting in December 2018. Completion date: by October 15, 2018.
Reference/Authority: NMSA 1978 § 22-5-5.1; NMSA 1978 § 22-10A-4(D); NM Const. art. IX, § 14; and NMSA 1978 §§ 22-8-38 & 22-8-40
Findings: Concerns exist with regard to Charter's compliance with Public School Finance Act, the Procurement Code, and the Anti-Donations Clause.
Corrective Action Plan Requirements: Charter will request a special audit to be conducted by the State Auditor's Office with the scope of the audit to be identified by the District. Completion date: Request for audit to be made following GMCS delivering the outline of the scope of work. Audit will be completed by December 1, 2018.
Reference/Authority:
Findings: Charter has failed to provide services to at-risk students.
Corrective Action Plan Requirements: Charter will identify at-risk students and services to be provided. If no at-risk students exist, Charter will use at-risk monies for Professional

Development such as Empower, with any contractor providing such services to be approved by the Board of Education. Completion date: Identification of at-risk students by August 30, 2018, and professional development plan submitted to GMCS Superintendent by September 15, 2018.
--

The CEO will either give written reports for every regular meeting of the Board of Education of GMCS to report to the Board of Education on MCHS's actions in fulfilling the requirements of this Corrective Action Plan or the GMCS Superintendent may request a verbal presentation by the CEO at GMCS School Board Meetings.

The Charter will require the following training to be completed within the 2018-2019 School Year:

1. An additional two (2) hours, in addition to those required by law, of Open Meetings Act training for all Governing Council members by a PED-approved contractor.
2. MCHS Administrator(s) to attend the STARS Conference scheduled for September 24 - 26, 2018.
3. The MCHS Business Manager to attend the budget workshop and receive training on the anti-donation clause and Governmental Conduct Act before October 30, 2018.
4. Governing Council members to attend the New Mexico Coalition of Charter Schools' annual training.
5. MCHS Administrator(s) to attend training by GMCS on students' rights and disciplinary procedures before August 31, 2018.
6. MCHS Administrator(s) or teacher(s) to attend Equity for Multilingual Learners or Lesson Planning for Language Learners.
7. MCHS Administrator(s) to attend FERPA training.
8. MCHS Administrator(s) to attend travel reimbursement training by Department of Finance Administration or other Contractor approved by the Board of Education before October 30, 2018.

November 5, 2018

Board of Education
c/o Superintendent
Gallup McKinley School District
640 Boardman
Gallup, NM 87301

MIDDLE COLLEGE HIGH SCHOOL REPORT ON CORRECTIVE ACTION PLAN

Dear Chairman Long and Members of the Board of Education:

Please accept this report submitted on behalf of Middle College High School ("MCHS" or "School"), with regard to the Corrective Action Plan dated August 15, 2018 (but provided to MCHS on August 22, 2018). This report will update the Board with respect to the School's progress on the Corrective Action Plan.

Corrective Action Plan Requirement #1: "Governing Council will take action to revoke the Resolution giving signature authority, except as it relates to personnel contracts; Governing Council will correct and/or ratify past actions taken by Dr. Hunter that require Governing Council approval. Completion date: next MCHS Board Meeting."

School's Action: At its September 11, 2018 Governing Council meeting, the Council rescinded and revoked the previous five-year charter renewal contract, which has been replaced by the one-year Charter Contract with the District approved by Governing Council on August 9 and by the Board on August 13. The Board revoked Dr. Hunter's signature authority, except as it relates to personnel contracts. All documents signed by the CEO, and actions taken by the CEO that require Governing Council approval, have been ratified by the Governing Council.

School's Response to Board's Findings and Reference/Authority: The School considers the inclusion of such statements of "Findings" in the Corrective Action Plan to be contrary to Section 5.f and 11 of the Settlement Agreement and Mutual Release in Full and Indemnifying Agreement between the parties, dated August 13, 2018. Inasmuch as the District has chosen to include such statements in its Corrective Action Plan, MCHS responds as follows:

MCHS takes issue with the Board's "finding" that "[a]ction within the exclusive control of the Governing Council has been improperly delegated to Dr. Hunter by Resolution", and/or that the Weinstein case cited and the Open Meetings Act provisions cited support the Board's finding. The MCHS resolutions with which the District takes issue were limited by their terms to school "business" matters typical and appropriate for a charter school head administrator, including banking, limited signature authority on checks/orders, and contracting matters, and, in the opinion of the Governing Council, did not impermissibly delegate "actions within the exclusive control of the Governing Council"; moreover, the resolutions were similar to those passed by the Board giving the Superintendent similar authority. Further, with regard to past executive actions taken by the CEO pursuant to such resolutions, the Governing Council has been

informed and apprised of the CEO's actions at all times. Nevertheless, as reported above, and without admitting any liability or violation on the part of the School, the School has taken the action required by the District

Corrective Action Plan Requirement #2: “Comply with Open Meetings Act; submit full packet of information to Superintendent at same time as provided to Governing Council; provide Superintendent with copy of approved meeting minutes within five (5) days of approval by Governing Council; Charter is placed on notice that Superintendent and/or designee may attend Governing Council meetings from time-to-time. Completion date: immediately and continuous throughout 2018-19 school year.

School's Action: School will comply with the Open Meetings Act, and has added Superintendent to the distribution list for Governing Council packets. School will provide Superintendent with a copy of the approved meeting minutes within five (5) business days of approval by the Governing Council. The Superintendent, his designee(s), and Board of Education members are welcome at any Governing Council meeting; Governing Council meetings are, and have been, advertised on the School's website and in the Gallup Independent.

School's Response to Board's Findings and Reference/Authority: The School considers the inclusion of such statements of "Findings" in the Corrective Action Plan to be contrary to Section 5.f and 11 of the Settlement Agreement and Mutual Release in Full and Indemnifying Agreement between the parties, dated August 13, 2018. Nevertheless, as reported above, and without admitting any liability or violation on the part of the School, the School has taken the action required by the District.

Corrective Action Plan Requirement #3: “Revoke the Policy Manual of the Charter and strictly adhere to Board of Education of GMCS policies. This action excludes MCHS policy as it relates to the Governing Board's guidance documents. Completion date: next MCHS Board Meeting.”

School's Action: During the Charter Contract term, the School will utilize the District's Policy Manual, modified as appropriate to comport with School's programming and staffing, e.g., references to Superintendent shall mean CEO, Board shall mean Governing Council, District personnel references shall mean the corresponding School personnel or equivalent, and excepting those policies/procedures/provisions that charter schools are exempted from by law, regulation or contract, or that are inapplicable to charter schools and/or which irreconcilably conflict with the School's early college program and/or UNM-Gallup policies and procedures. MCHS has updated its Student Handbook in accordance with Superintendent's directive in CAP Requirement #4. Pending Superintendent's approval of the student handbook, MCHS will follow the GMCS student handbook.

School's Response to Board's Findings and Reference/Authority: The School considers the inclusion of such statements of "Findings" in the Corrective Action Plan to be contrary to Section 5.f and 11 of the Settlement Agreement and Mutual Release in Full and Indemnifying Agreement between the parties, dated August 13, 2018. Inasmuch as the District has chosen to include such statements in its Corrective Action Plan, MCHS responds as follows: There is no law that requires a locally-authorized charter school to follow the district's policies, and in the past the School validly adopted policies and procedures governing its school operations in accordance with the powers granted to charter schools by the New Mexico Charter Schools Act. Nevertheless, as reported above, and without admitting any liability or violation on the part of the School, the School has taken the action required by the District.

Corrective Action Plan Requirement #4: "Charter will accurately and timely submit daily attendance in PowerSchool for all students in all courses taken through MCHS or UNM-Gallup. Charter will submit an updated parent/student handbook to the Superintendent for approval. Completion date: immediately and continuous throughout 2018-19 school year. Updated handbook to be submitted to the Superintendent by September 15, 2018."

School's Action: All MCHS faculty are taking and reporting student attendance daily, and the information is input daily into PowerSchool. As an additional measure, students document daily attendance on mandated timesheets, which are verified by MCHS or UNM staff. Students who do not produce a timesheet with attendance signed by MCHS or UNM staff will be recorded as absent for each unverified day. A review draft of the student handbook was submitted to the Superintendent on September 7, 2018.

School's Response to Board's Findings and Reference/Authority: The School considers the inclusion of such statements of "Findings" in the Corrective Action Plan to be contrary to Section 5.f and 11 of the Settlement Agreement and Mutual Release in Full and Indemnifying Agreement between the parties, dated August 13, 2018. Inasmuch as the District has chosen to include such statements in its Corrective Action Plan, MCHS responds as follows:

The School denies that it has failed to report student attendance and accurately track student attendance within the scope of its Early College program; the School has complied with the Compulsory Education Act and NMPED reporting requirements for its students, and is not required by law to follow District policies and procedures. Nevertheless, as reported above, and without admitting any liability or violation on the part of the School, the School has taken the action required by the District.

Corrective Action Plan Requirement #5: "All disciplinary action will be reported in STARS and to the Superintendent within five (5) days of the action taken by MCHS or UNM-Gallup; disciplinary action taken by UNM-Gallup will result in disciplinary action taken and reported by MCHS; actions involving suspension or expulsion/dismissal of a student will be in accordance with GMCS policies, GMCS discipline handbook, and will utilize GMCS's Hearing Officer. Completion date: immediately and continuous throughout 2018-19 school year.

School's Action: School will comply with this reporting requirement when student disciplinary action is taken by MCHS, and, if disciplinary action is taken by UNM-Gallup with respect to a MCHS student and reported to MCHS, MCHS will take and report such disciplinary action in STARS and to the Superintendent as above. Actions involving suspension or expulsion/dismissal of a student will be taken in accordance with GMCS policies, the GMCS Discipline Handbook, and will utilize GMCS's Hearing Officer.

Corrective Action Plan Requirement #6: "Charter will document and demonstrate to the Board of Education its efforts to increase the Native American student population at MCHS. Completion date: plan of action is due by September 15, 2018."

School's Response to Board's Findings and Reference/Authority: The School considers the inclusion of such statements of "Findings" in the Corrective Action Plan to be contrary to Section 5.f and 11 of the Settlement Agreement and Mutual Release in Full and Indemnifying Agreement between the parties, dated August 13, 2018. Inasmuch as the District has chosen to include such statements in its Corrective Action Plan, MCHS responds as follows:

School denies that it has failed to report student discipline matters as required by law; the provisions of law cited by the District (without particularity) do not support the "finding". School affirmatively states that there is no provision of law that requires the reporting of student discipline, other than NMSA 1978 22-5.4.12 (effective 6/16/17), which pertains to restraint and seclusion of students. The School has never used such techniques, nor violated this provision. Nevertheless, as reported above, and without admitting any liability or violation on the part of the School, the School has taken the action required by the District.

Corrective Action Plan Requirement #6: "Charter will document and demonstrate to the Board of Education its efforts to increase the Native American student population at MCHS. Completion date: plan of action is due by September 15, 2018."

School's Action: The School's "plan of action" is as follows: School administration has scheduled and will schedule and make two visits monthly to local chapter houses. Reports will be provided to GMCS Board identifying chapters visited. For the month of October, the school visited the Tse'chí'ízhí Chapter House and is scheduled to visit the Tsayatoh Chapter. School has already contacted Ashiwi Transit, and will contact Navajo Transit, to discuss specific student transportation needs, including fee and routing schedules. If the Board has additional ideas or suggestions to increase Native American student population at MCHS, the School is open to such suggestions and would make best efforts to implement those that are consistent with federal and state laws, including but not limited to charter school enrollment statutes and regulations.

School's Response to Board's Findings and Reference/Authority: The School considers the inclusion of such statements of "Findings" in the Corrective Action Plan to be contrary to Section 5.f and 11 of the Settlement Agreement and Mutual Release in Full and Indemnifying Agreement between the parties, dated August 13, 2018. Inasmuch as the District has chosen to include such statements in its Corrective Action Plan, MCHS responds as follows:

The provisions of law broadly cited by the District do not support the purported finding; the School has not violated any provision of law, including civil rights laws, in how its enrollment process has been conducted. In fact, the School's enrollment procedures are required to, and do, comport with the requirements in NMSA 1978, Section 22-8B-4.1 governing charter school enrollment, as well as the recently-promulgated NMPED regulation regarding Early College high schools, 6.30.13 NMAC. Nevertheless, the School has long desired to increase its Native American student population, within the boundaries and restrictions of applicable law, and has taken and will continue to take the action required by the District, as well as other actions designed to attract Native American students to its program.

Corrective Action Plan Requirement #7: “Charter will provide a detailed explanation and all documentation to the Superintendent about the 2016-2019 lottery processes. Charter will provide a detailed explanation of the existing waitlist, how it was developed, and how students are assigned to and selected from the waitlist. Charter will provide a detailed explanation and all documentation to the Superintendent of the lottery to occur in April 2019 and include an individual designated by the Superintendent in all aspects of the lottery process. Charter will identify whether or not it is accepting seniors and, if not, it will begin so immediately. Completion date: past documentation relating to the lottery process is due by September 15, 2018. Future lottery documentation will be provided at least a week prior to the lottery.”

School's Action: The MCHS 2016-19 lottery policy/processes were previously provided in the School's Policy Manual given to the Superintendent on July 5, 2018; those processes referred to, and comported with, NMSA 1978 Section 22-8B-4.1's enrollment requirements and corresponding regulations. MCHS will provide a detailed explanation and all documentation to the Superintendent of the lottery to occur in April 2019, at least a week prior to the lottery, and shall include an individual designated by the Superintendent in all aspects of the lottery process; the School requests that that individual be designated by March 29, 2018 so that the School can work with him/her with respect to the lottery planning and process. The School has accepted seniors and will continue to accept seniors for the remainder of the current school year.

School's Response to Board's Findings and Reference/Authority: The School considers the inclusion of such statements of "Findings" in the Corrective Action Plan to be contrary to Section 5.f and 11 of the Settlement Agreement and Mutual Release in Full and Indemnifying Agreement between the parties, dated August 13, 2018. Inasmuch as the District has chosen to include such statements in its Corrective Action Plan, MCHS responds as follows:

The provisions of law broadly cited by the District do not support the purported finding; the School has not violated any provision of law, including civil rights laws, in how its enrollment process has been conducted. In fact, the School's enrollment procedures are required to, and do, comport with the requirements in NMSA 1978, Section 22-8B-4.1 governing charter school enrollment, as well as the recently-promulgated NMPED regulation regarding Early College high schools, 6.30.13 NMAC. Nevertheless, the School has long desired to increase its Native

American student population, within the boundaries and restrictions of applicable law, and has taken and will continue to take the action required by the District, as well as other actions designed to attract Native American students to its program.

Corrective Action Plan Requirement #8: “Charter will submit new budget to the Superintendent for approval to include accurate information with regard to instructional hours and days. Completion date: by August 30, 2018.”

School’s Action: MCHS submitted a revised 2018-19 budget reflecting revisions to the number of instructional hours and days, as well as intended allocations of portions of its cash balance carryover, to the Superintendent on August 30, 2018.

School’s Response to Board’s Findings and Reference/Authority: The School considers the inclusion of such statements of “Findings” in the Corrective Action Plan to be contrary to Section 5.f and 11 of the Settlement Agreement and Mutual Release in Full and Indemnifying Agreement between the parties, dated August 13, 2018. Inasmuch as the District has chosen to include such statements in its Corrective Action Plan, MCHS responds as follows:

School vehemently denies that any person affiliated with the School has falsified budget documents and information, or intentionally provided conflicting information, with regard to length of school day/year, or instructional days/hours. Nevertheless, as reported above, and without admitting any liability or violation on the part of the School, the School has taken the action required by the District.

Corrective Action Plan Requirement #9: “Charter will submit both long-term and short-term plans for use of funds in furtherance of MCHS mission and academic success and diversity of the student body. Both plans will require GMCS Board of Education and Governing Council approval. Cash balance shall not be used for capital outlay without Board of Education approval. Completion date: by September 15, 2018.”

School’s Action: MCHS submitted a revised 2018-19 budget reflecting intended allocations of portions of its cash balance carryover, as well as long- and short-term plans for use of its cash balance in furtherance of MCHS mission and academic success and diversity of the student body, to the Superintendent on August 30, 2018. The Governing Council approved these plans at its September 11 Governing Council meeting. School has not used the cash balance for capital outlay, but agrees that cash balance shall not be used for capital outlay during the current term of the charter without Board of Education approval.

School’s Response to Board’s Findings and Reference/Authority: The School considers the inclusion of such statements of “Findings” in the Corrective Action Plan to be contrary to Section 5.f and 11 of the Settlement Agreement and Mutual Release in Full and Indemnifying Agreement between the parties, dated August 13, 2018. Inasmuch as the District has chosen to include such statements in its Corrective Action Plan, MCHS responds as follows: the School

has violated no law or policy in maintaining a cash balance. Over the years, the School's budget has been consistently approved by both the District and NMPED with full knowledge of cash balances. The School's grades pursuant to the ABCDF Schools Rating Act have been consistently high enough not to require additional allocations to student achievement, and in fact, the School's most recent grade is an overall "A". Nevertheless, as reported above, and without admitting any liability or violation on the part of the School, the School has taken the action required by the District.

Corrective Action Plan Requirement #10: "Charter will provide the Superintendent with a detailed explanation of how salaries are in-line with GMCS salary schedules and coding. Charter will provide the Superintendent with detailed explanation and description of MCHS's personnel system. In order to facilitate increased direct attention to the academic needs of MCHS, Dr. Hunter will devote work hours to duties as MCHS's CEO and attend UNM-Gallup meetings by invite and only as MCHS's CEO during work hours. Completion date: by August 31, 2018."

School's Action: On August 30, 2018, the Superintendent was provided copies of MCHS salary scales showing alignment with GMCS' compensation scales. MCHS CEO's contract has been recoded to reflect that 100% of compensation is allocated to the CEO position.

School's Response to Board's Findings and Reference/Authority: The School considers the inclusion of such statements of "Findings" in the Corrective Action Plan to be contrary to Section 5.f and 11 of the Settlement Agreement and Mutual Release in Full and Indemnifying Agreement between the parties, dated August 13, 2018. Inasmuch as the District has chosen to include such statements in its Corrective Action Plan, MCHS responds as follows: MCHS's pay scale adheres to all requirements of law regarding the licensure framework and salary system. Charter schools are not required by law to follow the pay scales of the local district, and none of the cited laws are pertinent to the School or the finding. The School denies that School staff has engaged in outside activities during work hours in violation of the Anti-Donation Clause of the New Mexico Constitution. To the extent that the CEO teaches a class on the UNM-Gallup campus during school hours, that class is part of the School's programming and is attended by and benefits MCHS students and the School therefore receives adequate consideration and value for the services provided. Nevertheless, as reported above, and without admitting any liability or violation on the part of the School, the School has coded the CEO's salary to the administrative function of the revised budget submitted on August 30, 2018, as required by the District.

Corrective Action Plan Requirement #11: "Charter will submit an updated organizational chart to the Superintendent. The Board of GMCS must approve all future changes to the organizational structure. Completion date: August 30, 2018, and continuous throughout the 2018-19 school year."

School's Action: MCHS submitted its organizational chart to the Superintendent on August 30, 2018. MCHS does not plan any changes to its organizational structure

during the 2018-19 school year, but agrees that any changes to its organizational chart during the school year shall be submitted to the GMCS Board for approval.

School's Response to Board's Findings and Reference/Authority: The School considers the inclusion of such statements of "Findings" in the Corrective Action Plan to be contrary to Section 5.f and 11 of the Settlement Agreement and Mutual Release in Full and Indemnifying Agreement between the parties, dated August 13, 2018. Inasmuch as the District has chosen to include such statements in its Corrective Action Plan, MCHS responds as follows: Nothing in the 2012 charter application, or in any District policy governing its authorized charter schools, required the School to seek approval of organizational changes. The School affirmatively states that it has made no organizational or structural changes that materially affected the District, or the School's program. Nevertheless, as reported above, and without admitting any liability or violation on the part of the School, the School has taken the action required by the District.

Corrective Action Plan Requirement #12: "Charter will provide an updated inventory report to the Board of Education during its regular meeting in December 2018. Completion date: by October 15, 2018."

School's Action: School provided an updated inventory report to GMCS on October 15, 2018.

School's Response to Board's Findings and Reference/Authority: The School considers the inclusion of such statements of "Findings" in the Corrective Action Plan to be contrary to Section 5.f and 11 of the Settlement Agreement and Mutual Release in Full and Indemnifying Agreement between the parties, dated August 13, 2018. Inasmuch as the District has chosen to include such statements in its Corrective Action Plan, MCHS responds as follows:

*MCHS objects to the District's mischaracterization of the School as having misplaced assets. The District's finding stating, "Charter indicated that it could not locate \$215,402.15 worth of assets" is incorrect. The amount of \$215,402.15 is actually the **purchase cost** of MCHS's current assets, before depreciation. See June 30, 2017 Audited Financial Report, page 35. Nevertheless, as reported above, and without admitting any liability or violation on the part of the School, the School has taken the action required by the District.*

Corrective Action Plan Requirement #13: "Charter will request a special audit to be conducted by the State Auditor's Office with the scope of the audit to be identified by the District. Completion date: Request for audit to be made following GMCS delivering the outline of the scope of work. Audit will be completed by December 1, 2018."

School's Action: Funds have been designated in the revised budget provided to the Superintendent on August 30, 2018 for the purpose of a special audit. The Superintendent provided MCHS a document entitled "Special Audit for Middle College High" on October 8, 2018, in which he indicated, "I apologize for the delay. We will extend the deadline for the special audit to December 31, 2018. You will need to get the scope approved by the

State Auditor before proceeding with securing an independent state approved audit firm.” School’s legal counsel provided a copy of the “Special Audit for Middle College High” to the State Auditor’s Office on October 30, 2018.

School’s Response to Board’s Findings and Reference/Authority: The School considers the inclusion of such statements of “Findings” in the Corrective Action Plan to be contrary to Section 5.f and 11 of the Settlement Agreement and Mutual Release in Full and Indemnifying Agreement between the parties, dated August 13, 2018. Inasmuch as the District has chosen to include such statements in its Corrective Action Plan, MCHS responds as follows: The District’s “concerns” with respect to the Public School Finance Act, the Procurement Code, and the Anti-Donation clause continue to remain unidentified, and therefore the School finds it impossible to respond to this finding with particularity. The School has not had significant or repeat findings in these areas in its prior audits by an independent auditor, and it does not expect for the special audit to reveal significant cause for concern, either.

Corrective Action Plan Requirement #14: “Charter will identify at-risk students and services to be provided. If no at-risk students exist, Charter will use at-risk monies for Professional Development such as Empower, with any contractor providing such services to be approved by the Board of Education. Completion date: Identification of at-risk students by August 30, 2018, and professional development plan submitted to GMCS Superintendent by September 15, 2018.”

School’s Action: MCHS provided an identification of its percentage of at-risk students to the Superintendent on August 30, 2018, along with a chart detailing the routine and individualized services provided to those students.

School’s Response to Board’s Findings and Reference/Authority: The School considers the inclusion of such statements of “Findings” in the Corrective Action Plan to be contrary to Section 5.f and 11 of the Settlement Agreement and Mutual Release in Full and Indemnifying Agreement between the parties, dated August 13, 2018. Inasmuch as the District has chosen to include such statements in its Corrective Action Plan, MCHS responds as follows: MCHS denies that it has failed to provide required services to any at-risk students attending MCHS.

Corrective Action Plan Requirement #15: “The CEO will either give written reports for every regular meeting of the Board of Education of GMCS to report to the Board of Education on MCHS’s actions in fulfilling the requirements of this Corrective Action Plan or the GMCS may request a verbal presentation by the CEO at GMCS School Board Meetings.”

School’s Action: The Superintendent has not requested a verbal presentation. This Report for the month of November is submitted in advance of the Board of Education’s November 5 meeting.

Corrective Action Plan Requirement #16: "The Charter will require the following training to be completed within the 2018-19 School Year:

1. **An additional two (2) hours, in additional (sic) to those required by law, of Open Meetings Act training for all Governing Council members by a PED-approved contractor.**
School's Action: Training was completed by CEO, Business Manager, and one Governing Council member on August 24. Three hours of training was delivered in Gallup by the Attorney General's Office. Remaining GC members will complete this training at the NMCCS Conference on November 9 and 10, 2018.
2. **MCHS Administrator(s) to attend the STARS Conference scheduled for September 24-26, 2018.**
School's Action: School administrators attended this conference on September 24 and 25, but have been informed that as a district-chartered school, MCHS is not permitted to submit its own state reporting. School continues to seek an exception and is awaiting an answer from the PED for subsequent reporting periods.
3. **The MCHS Business Manager to attend the budget workshop and receive training on the anti-donation clause and Governmental Conduct Act before October 30, 2018.**
School's Action: Business manager attended the NMASBO Fall Conference on September 12-14, and will attend the Budget Workshop when it occurs in Spring 2019. Business manager also attended a training event in Albuquerque on September 25 that addressed the anti-donation clause and Governmental Conduct Act.
4. **Governing Council members to attend the New Mexico Coalition of Charter Schools' annual training.**
School's Action: Governing Council members are registered to attend the NMCCS conference taking place on November 9 and 10, 2018.
5. **MCHS Administrator(s) to attend training by GMCS on students' rights and disciplinary procedures before August 31, 2018.**
School's Action: MCHS CEO and Dean of School completed this training at the District's Central Office on August 30, 2018.
6. **MCHS Administrator(s) or teacher(s) to attend Equity for Multilingual Learners or Lesson Planning for Language Learners.**
School's Action: MCHS staff attended the WIDA Engaging ELs in Science workshop on October 18 and 19.
7. **MCHS Administrator(s) to attend FERPA training.**
School's Action: MCHS Administration will attend additional FERPA training, which was previously attended through UNM.
8. **MCHS Administrator(s) to attend travel reimbursement training by Department of Finance Administration or other Contractor approved by the Board of Education before October 30, 2018.**
School's Action: On September 13, MCHS contacted the Department of Finance Administration to request training on the Per Diem & Mileage Act.

The DFA indicated that it does not conduct training specifically for schools, as it only provides oversight to counties and cities and such requests would need to come from either the local county or city office. The school obtained commitment from a local official to set up this training for interested parties in Gallup. The DFA informed the official that due to its statewide budget workshop and upcoming holidays, they are available to conduct the training no earlier than the beginning of 2019.

MCHS thanks the Board of Education for the opportunity to submit this Report for the month of October, 2018.

Sincerely,

MIDDLE COLLEGE HIGH SCHOOL

By 
Dr. Robert Hunter, CEO

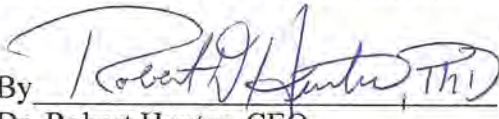
Cc: Daniel Ivey-Soto, MCHS Legal Counsel
Tony Major, MCHS Governing Council Chair

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MCHS thanks the Board of Education for the opportunity to submit this Report for the month of October, 2018.

Sincerely,

MIDDLE COLLEGE HIGH SCHOOL

By 
Dr. Robert Hunter, CEO

Cc: Daniel Ivey-Soto, Esq.
MCHS Legal Counsel

Tony Major
MCHS Governing Council Chair



MIDDLE COLLEGE HIGH SCHOOL

MCHS RESPONSE TO CSD RENEWAL RECOMMENDATION

Middle College High School is grateful to the Public Education Commission and the Charter Schools Division for its willingness to conduct site visits, both formally and informally, during the month of September. We realize the Commission and the Division's schedule is full and appreciate its understanding of the urgency of our needs.

In looking at the renewal report, the School's response will be brief. In short, we find the report to be both thorough and accurate. MCHS has a sixteen-year history in which for the past several years its students have demonstrated much higher rates of proficiency in mathematics, reading, and science than any other area high school. Nonetheless, we recognize the need for improvement and are up for the challenge of achieving it.

In looking at the conditions for a five-year renewal, we concur with the need to focus on the growth of Q1 student achievement, particularly as it relates to reading. An early college high school's curriculum is heavily based on reading and is writing intensive. If we do not improve our students' growth in these areas, they will have difficulty accessing the college level material we are mission bound to prepare them for. To this end, we are supplementing our lower division English courses with an online diagnostic and intervention component.

In closing, the School concurs with the CSD's recommendations in its Renewal Report and genuinely welcomes the opportunity to work in partnership.

Respectfully,

Robert D. Hunter, PhD