



The State of New Mexico

Charter School Contract

Between The
New Mexico Public Education
Commission

And

Roots and Wings Community School

July 1, 2016 – June 30, 2021

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This charter contract (“Contract”), effective the 1st day of July, 20[REDACTED] is made and entered into between the New Mexico Public Education Commission (“Commission” or “Authorizer”) and **Roots and Wings Community School**, a public charter school (“School”). Collectively, these entities are referred to as the “Parties.”

The Secretary of the New Mexico Public Education Department is authorized to hear appeals regarding this Contract from the Parties (“Secretary”).ⁱ

Article I. Recitals.

Section 1.01 Purpose.

The Charter Schools Actⁱⁱ enables a charter school

- to structure its educational program and curriculum to encourage the use of different and innovative teaching methods that are based on reliable research and effective practices, or have been replicated successfully in schools with diverse characteristics;
- to develop different and innovative ways of measuring student learning and achievement which addresses the needs of all students, including those determined to be at risk;
- to create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site;
- to improve student achievement;

- to provide parents and students with an educational alternative by creating new, innovative and more flexible ways of educating children within the public school system;
- to encourage parental and community involvement in the public school system; and
- to develop and use site-based budgeting that meets state fiscal requirements.

Section 1.02 Description of the Roles of the Parties.

In order to meet the purposes of the Act, the School will determine the process it uses to achieve successful outcomes for the students it serves. The Authorizer's roleⁱⁱⁱ will be to evaluate the School's outcomes rather than to establish the process by which the School achieves the outcomes sought.

Section 1.03 Description of Protocol for Oversight.

At the request of the Authorizer or its designee(s), in order to implement a protocol of continuous improvement or to address issues that are of concern, the School may present the Authorizer with improvement plans from time to time to address identified issues. The Parties may also implement a corrective action plan. The Authorizer may implement suspension or revocation procedures under the Charter School Act and associated regulations^{iv}.

Section 1.04 History.

The school opened its doors in the fall of 2001. The founders sought to provide an Expeditionary Learning Model of education along with a wilderness adventure component that was not offered in Taos County. The founders saw traditional education failing in many settings and knew from research that best practices in education were being practiced in more than 150 Expeditionary Learning Schools across the country. Questa Independent School District initially approved the charter

unanimously in 2000. The school initially served grades 5-8. They started with 16 students and grew to 24 and eventually to 48 for 5-8. In 2001, the school decided to add grades K-5. K-2 was added first and then 3-5 the following year.

RWCS is an Expeditionary Learning inspired school; one of the top school reform models in the nation and based on best practices in education. RWCS provides project-based learning – learning that is connected to real life problems with real life solutions. Students have completed projects ranging from conducting an energy audit, to advising the domestic mutual water board, to the K-2 students writing and performing a play on the world-wide water project. RWCS students are consistently engaged in rigorous project-based learning connected to social activism around real world problems presenting their work to authentic audiences.

See, Exhibit 1, Documentation of renewal approval or permission to commence operation by the Authorizer.

The Parties, therefore, hereby agree to establish a New Mexico public charter school according to the following terms and conditions of this Contract.

Article II. Parties, Notice and Intent.

Section 2.01 Parties.

The Commission is created pursuant to the Article XII, Section 6 of the New Mexico Constitution and has powers as accorded to it by law. The Commission is authorized to receive applications for initial and renewal charter applications that request to be authorized by the state^v.

The Charter Schools Division (CSD) of the New Mexico Public Education Department (NMPED) shall provide staff support to the Commission as it performs its functions; provide staff support to the Secretary; provide technical support to the School and make

recommendations regarding approval, denial, suspension or revocation of the School^{vi}. (The Commission or any person designated by the Commission to address an issue or shall be referred to generally as “Authorizer” from this point forward.)

The School is a charter school approved by the Authorizer. (The School Governing Body, its Head Administrator as staff or any person designated by the Governing Body or its Head Administrator to address an issue shall be referred to generally as “School” from this point forward.)

Section 2.02 Notice

Any notice required, or permitted, under this Contract shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three days after mailing when sent by certified mail, to the Head Administrator for notice to the School, or to the designated Authorizer representative for notice to the Authorizer at the addresses set forth below. Either Party may change the address for notice by giving written notice to the other Party. At the commencement of any action which requires notice, the parties may agree to use electronic notice and filing.

New Mexico Public Education Commission
C/O Director, Options For Parents
New Mexico Public Education Department
300 Don Gaspar, Room 301
Santa Fe, New Mexico 87505

AND

Attorney for the PEC
New Mexico Attorney General's Office

<p>408 Galisteo Santa Fe, NM 87501</p>
<p>Charter Schools Division C/O Director, Options For Parents New Mexico Public Education Department 300 Don Gaspar, Room 301 Santa Fe, New Mexico 87505</p> <p>And a separate notice to</p> <p>Assistant General Counsel Charter Schools Division C/O Director, Options For Parents New Mexico Public Education Department 300 Don Gaspar, Room 301 Santa Fe, New Mexico 87505</p>
<p>Roots and Wings Community School Governing Body Contact] Michael Rael RWCS Governance Council President 575-779-1169, rael870@gmail.com HC 81, Box 22 Questa, New Mexico 87556</p>
<p>Head Administrator Nancy González, RWCS Director 575-586-2076, director@rwcs.org HC 81, Box 22 Questa, New Mexico 87556</p>
<p>Attorney Patricia Matthews pmatthews@matthewsfox.com 1925 Aspen Dr. Suite 301 Santa Fe, NM 87505 Office: 505.473.3020 Fax: 505.474.3727</p>

Section 2.03 Creation of Essential Documents.

Essential Documents. This Contract, the Performance Frameworks (as discussed in further detail in Articles V through VIII below) including the annual performance indicators set under the Performance Frameworks together form the essential documents governing the Parties (“Essential Documents”). Goals set forth in the initial application or the renewal application shall be reviewed by the Parties as part of the basis for the negotiations of the Performance Frameworks as further described in Section VI below. Where appropriate, the conditions placed by the Authorizer on the School in the application of renewal process may become Performance Indicators in the annual Performance Frameworks in order to monitor the School’s compliance with the conditions.

Material Elements of Charter and Renewal Applications Incorporated. The material provisions of the **renewal** application have been incorporated as part of the Contract and are listed in Article VIII below.

Article III. General Governing Principles

Section 3.01 Public Charter School.

The School is authorized by the Authorizer to operate as a public school, but is a separate legal entity from the Authorizer^{vii}. Notwithstanding its existence as a separate legal entity, the School is subject to all applicable state and federal laws, regulations, rules, and policies unless waived by the Secretary or by law^{viii}.

Section 3.02 Term of the Charter.

This Contract and the Performance Frameworks are effective as of July 1, 2016. The Term of this Contract shall run until June 30, 2021.

Section 3.03 Availability of Funds.

Although this Contract is for the operation of the School for the Term of the Contract, any financial commitment on the part of the NMPED or Authorizer, if applicable, contained in this Contract is subject to the annual appropriations of the New Mexico Legislature.

Section 3.04 Board of Finance.

The governing body of the School is qualified as a Board of Finance.

Article IV. Oversight to Allow Autonomy

Section 4.01 Oversight allowing autonomy.

The Authorizer shall comply with the provisions of the Act and the terms of the Contract in a manner that does not unduly inhibit the autonomy granted to the School. In order to meet the purposes of the Act, the School will determine the process it uses to achieve the successful outcomes for its students. The Authorizer's role will be to evaluate the School's outcomes according to this Contract and the Performance Frameworks, rather than to establish the process by which the School achieves the outcomes sought.

Section 4.02 Charter School Rights and Obligations

(a) Curriculum, Instructional Program, Student Performance Standards.

The School shall have the authority and responsibility for designing and implementing the educational plan described as material terms of the Charter in Section 8 below.

(b) Site Based Management.

The School is responsible for its own operation, including preparation of a budget; is subject to audits^{ix}; may contract for services; and shall address personnel matters in accordance with the School Personnel Act^x and all other applicable laws.

(c) Right to Sue.

The School's Governing Body may contract, sue and be sued.

(d) Limitation on Liability.

The Authorizer shall not be liable for any acts or omissions of the School^{xi}.

(e) Employees.

All employees hired by the School shall be employees of the School for which the Authorizer has no employment responsibility.

(f) Waivers.

(i) Automatic Waivers.

The Charter School Act allows for waivers for the School from the requirements of the Public School Code pertaining to individual class load, length of the school day, staffing patterns, subject areas, purchase of instructional materials, evaluation standards for school personnel, school principal duties and driver education^{xii}.

Waivers listed pursuant to this paragraph shall be effective for the term of the Contract^{xiii}. The list of waivers is attached as Exhibit 2.

(ii) Discretionary Waivers.

The School has listed Discretionary Waivers that either it has obtained or will seek from the Secretary, as set forth in Exhibit 2, which must be approved by the Secretary as set forth in (iii) below.

(iii) Waiver Approval.

The School shall, within 30 days from the execution of this Contract, deliver to the NMPED any Discretionary Waiver requests submitted for the Secretary's approval. The NMPED shall notify the School of the Secretary's decision on the Discretionary Waiver(s). The School shall ensure that Exhibit 2 correctly identifies the waiver(s) approved by the Secretary.

(iv) Subsequent Waivers.

The School may request additional Discretionary Waivers from the Secretary after the initial request. Any new waiver requests shall be processed according to NMPED waiver request procedures, and, if approved, shall be added to this Contract by the School submitting a revised list of approved waivers (Exhibit 2 to this Contract) to the Authorizer.

(g) Policies.

The School has adopted the policies of the Questa Independent School District.

(h) Acquisition of Property and Gifts.

The School, within constitutional and statutory limits, may acquire and dispose of property, provided that, upon termination of the Charter, the following will occur:

All assets of School shall revert to the state, except that, if all or any portion of a School facility is financed with the proceeds of general obligation bonds issued by a local school board, the facility shall revert to the local school board.^{xiv}

The School's Governing Council may accept or reject any charitable gift, grant, devise or bequest; provided that no such gift, grant, devise or bequest shall be accepted if subject to any condition contrary to law or to the Material Terms of this Contract as set forth in Article VIII below. The particular gift, grant, devise or bequest shall be considered an asset of the School.

Section 4.03 Authorizer Rights, Obligations, and Processes for Oversight.

(a) Authorizer Criteria, Processes and Procedures

The Act requires that the Authorizer develop and maintain the criteria, processes and procedures^{xv} that the Authorizer and its designees will use for ongoing oversight of organizational, financial and academic performance of the School. Accordingly, these criteria, processes and procedures are set forth in this Article IV and in Articles V through VIII below.

In areas where the School needs improvement (as identified by results of the assessment of the School under the Performance Framework or any performance review), and as requested by the Authorizer, the School shall present an improvement plan(s) to the Authorizer for approval. The School will report to the Authorizer on the progress of the improvement plans from time to time, as established in the improvement plans. The Authorizer may require and the School shall implement a corrective action

plan. If warranted the Authorizer may implement revocation, suspension or other procedures pursuant to the process in Article XI.

(b) Authorizer Development of Policies and Protocols.

The Authorizer shall develop and maintain chartering policies and practices consistent with nationally recognized principles and standards for quality charter authorizing as set forth by the Act, including policies regarding charter school oversight and evaluation; organizational capacity and infrastructure; evaluation of charter applications; performance contracting; and charter school corrective action plans; suspension, revocation, renewal, and closure processes. This contract and the Performance Framework demonstrate, in part, implementation of its chartering policies and practices.

(c) Authorizer Development of Processes for Suspension, Revocation and Nonrenewal.

The Authorizer shall develop processes for suspension, revocation or nonrenewal of a school^{xvi}. In the event that the Authorizer ever determines that suspension, revocation or nonrenewal of the School is appropriate, the Authorizer shall

- i. provide the School with timely notification of the prospect of suspension, revocation or nonrenewal of the Charter and the reasons for such action;
- ii. allow the School a reasonable amount of time to prepare and submit a response to the Authorizer's action no less than 30 days, absent exigent circumstances; and
- iii. submit the final determination made by the Authorizer to the NMPED.

In addition, Article XI below also sets forth terms relating to suspension, revocation and non-renewal.

(d) Authorizer Development of a Performance Framework.

Throughout the term of this Contract, the Authorizer shall establish annual Performance Framework templates that set forth clear academic and operations performance indicators, measures and metrics that includes the following:

- a. Student academic performance;
- b. Student academic growth;
- c. Achievement gaps in both proficiency and growth between student subgroups;
- d. Attendance;
- e. Recurrent enrollment from year to year;
- f. Post-secondary readiness and graduation rate (if the charter school is a high school);
- g. Financial performance and sustainability; and
- h. Governing body performance, including compliance with all applicable laws, rules, and terms of the Contract.

For purposes of this Contract, the Authorizer shall implement the performance indicators, metrics and measures through the Performance Frameworks. Any additional indicators shall be negotiated in good faith between the Parties and included in the annual School Specific Indicators as discussed in Article V below.

(e) Authorizer Development of a Closure Protocol.

The Authorizer shall establish a closure protocol in the event the School closes. The Authorizer shall oversee and work with the closing School to ensure a smooth and orderly closure and transition for students and parents according to the closure protocol and to ensure that assets are appropriately accounted for and protected^{xvii}. In addition, Article XII below also sets forth terms relating to closure.

(f) Authorizer Obligations Relating to the Contract and Monitoring

(i) Negotiate the Contract in Good Faith.

The Authorizer shall negotiate and execute this Contract, in good faith, so long as it meets the requirements of the Act^{xviii}.

(ii) Collect, Analyze and Report Data.

The Authorizer shall collect, analyze and report all data from state assessment tests in accordance with the Performance Frameworks.

1) Access to Data and State Assessment.

The School shall obtain information where possible directly from NMPED, including, but not limited to, test scores, Elementary and Secondary Education Act school improvement status, A-F school grading designation, Common Core alignment information, special education notices, and funding information. The Authorizer or its designee at the request of the School shall provide the School with substantive information pertaining to the School to which the Authorizer has access in a timely way that is otherwise not provided directly to the School by the NMPED.

2) Data Available through student information systems.

To the extent possible, the Authorizer shall not request reports from the School that are otherwise available to the Authorizer through student information systems or other data sources available to the Authorizer, including but not limited to those data sources created and kept by the NMPED.

In the event that information requested on the reports is available to the Authorizer's designee from the student information systems or other data sources reasonably available to the Authorizer's designee, the Authorizer's designee shall pre-populate required reports and provide this pre-populated report to the School.

(iii) Conduct Oversight.

The Authorizer shall conduct and/or require oversight activities according to its policies and procedures to allow the Authorizer to fulfill its responsibilities under the Act, including conducting appropriate inquiries and investigations, when warranted.

(iv) Monitor School's Progress (Site Visits).

The Authorizer shall continuously monitor and conduct at least one annual visit to the School to provide technical assistance to determine the overall organizational, academic and financial performance of the School as described in the Performance Frameworks.

1) Site Visit

The Authorizer designee(s) shall make at least one annual visit to the School^{xix} ("Annual Site Visit"). The Authorizer its designee(s) or legal counsel, however, may conduct such monitoring activities in its performance review as it deems appropriate to ensure that the