



**Cottonwood Classical Preparatory School
1776 Montaña Road NW
Los Ranchos de Albuquerque, NM 87107**

Sam Obenshain, Executive Director

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Carolyn Shearman, Chair
New Mexico Public Education Commission
300 Don Gaspar Avenue
Santa Fe, NM 87501

Chairperson Shearman,

I am writing to register the concerns Cottonwood Classical Preparatory School has to the Commission and the Charter Schools Division (CSD) regarding the renewal contract that has been “negotiated” between the parties. I have registered these concerns with the CSD on previous occasions and brought the major concerns forward prior to the negotiation meeting, at the negotiation meeting with members of the Commission present, and in conversations after the negotiation meeting. I am articulating the concerns below so that there is a clear understanding that, although the Governing Council did approve the contract, they did so with trepidation and a sense of hopefulness that the contract can be revised to address the concerns that we have.

Generally, the concerns are as follows:

1. The lack of clearly articulated renewal criteria. The performance framework does not include any five-year outcomes against which the school will be ultimately judged. That is, even though the framework provides annual goals for the school to pursue, there is no clear indication of how the school will be evaluated for renewal at the end of the term. For example, what happens, according to the contract, if the school meets the goal for two years, misses the goal for one year, nears the goal for the fourth year? Is the school renewed? Does the school go on a probationary period for a year? What is the deliberate connection between the framework and the renewal decision?
2. The lack of contractual language. There is still outstanding language regarding the requests that are coming from the school for the use of the 2% administrative funds. We have provided a “memo” to the PEC that was crafted by the CSD, asking that the PEC consider using our portion of the 2% for governing council training and audit costs. There is no “binding” language that is typical of a contract.
3. The lack of clarity around the 2% administrative monies. A detailed description of how the 2% is being spent by the authorizer that is specific to the amount that Cottonwood provides is lacking. Since we are generating more funds based on our student enrollment than most state charter schools, we are asking for some form of documentation that lets us know where **our** funds are going. This seems to us to be the intent of the legislation. How can we hold the authorizers accountable to how they are spending our money and, also, understand what we are receiving as a benefit of the

administrative functions that are commensurate with the amount of funding that we are providing?

Although we are aware that there is an amendment process to the contract, we were reticent to use an amendment process, if we could agree to change the contract language prior to executing it. However, given the proximity to the beginning of the new charter term, we have decided to agree to the signing of the contract and will pursue our desired changes to the contract through the amendment process, or through another process to which you all would be amenable.

The changes that we are proposing track well with the concerns as expressed above, and they are:

1. Modifying the goals to reflect five-year outcomes;
2. Identifying the evaluation criteria against which the school will be judged at renewal,
3. Providing documentation to the school that articulates the amount of funds that the school generates through the 2% of the SEG, and
4. Committing funds towards Governing Council training, or the audit costs, or both.

We believe that these changes are what are expected of the authorizer in the legislation and that they are best practices for authorizers throughout the country. Thank you for your consideration and for your time.

Respectfully,



Sam Obenshain
Executive Director

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