

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

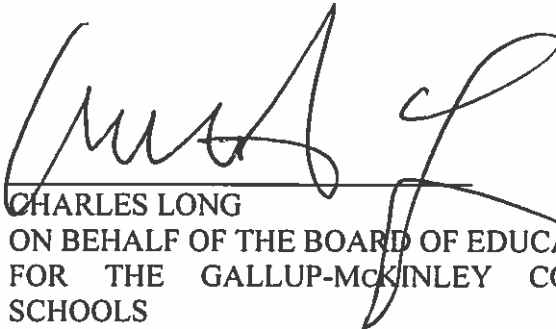
settlement, including but not limited to, the names of the parties released, the details of the settlement, the terms of this Agreement, or any characterization of the settlement, except as may be required pursuant to applicable public records laws, as ordered or directed by the Attorney General's office 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

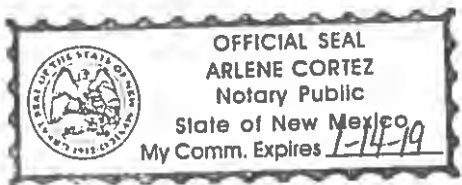
Lavern K. Moore
Notary Public

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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.

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| 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 |

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| <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> |

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| 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:

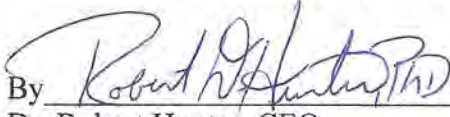
1. **An additional two (2) hours, in additional (sic) to those required by law, of Open Meetings Act training for all Governing Council members by a PED-approved contractor.**
School’s Action: Training was completed by CEO, Business Manager, and one Governing Council member on August 24. Three hours 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

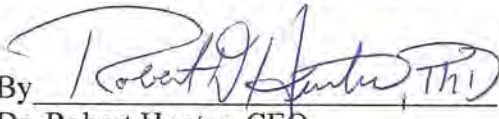
Cc: Daniel Ivey-Soto, MCHS Legal Counsel
Tony Major, MCHS Governing Council Chair

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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