



## **Part B—Progress Report**

(A report on the progress of meeting the academic performance, financial compliance and governance responsibilities of the charter school, including achieving the goals, objectives, student performance outcomes, state standards of excellence and other terms of the charter contract, including the accountability requirements set forth in the Assessment and Accountability Act during the Current Charter Term)

## 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:** Southwest Secondary Learning Center has maintained a C or better letter grade over the term of the contract. The 2018 Graduation indicator, however, received a grade of F for the first time since 2014. Over the last three years the graduation indicator has dropped from an “A” to a “C” and ultimately to the current “F.” This trend has been noted and given top priority for the 2018 -2019 school year. During the current contract term, Southwest Secondary Learning Center’s four-year graduation rate was 72 percent for the cohort of 2017. As Southwest Secondary Learning Center follows lottery procedures, we accept students no matter where they are at academically. This includes enrollees with shifting demographics for the area, students requiring special education services, economically disadvantaged students, and students in need of credit recovery. To address students that are in need of additional services in achieving the goal of graduation within a four-year period, SSLC has created two new policies that will help identify and track students in need of early intervention. As our academic program is “flexible and self-directed” some students fall behind early in our program. To assist students who have trouble managing their time in this flexible and self-directed (not self-paced) environment, SSLC has implemented two early intervention strategies in the form of policy in the summer of 2018. These two new policies include a new *attendance policy* (Exhibit 1) to address students who are not spending enough time in the virtual environment in addition to their physical attendance on campus and a *monitored enrollment policy* (Exhibit 2). The monitored enrollment policy is designed to be an early intervention program for students who are more than a full year behind in graduation credits or who have a grade point average lower than a 2.0 when enrolling in SSLC. These policies were approved by the SSLC Governance Council in the summer of 2018 after a review by the school’s attorney. A summary of each new policy is listed below. In addition, our faculty and staff met immediately after the school grade reports were released to discuss and strategize on how to most effectively address the low points in our school report card, to include the F graduation rate indicator. Please see Exhibit 3 for the staff meeting agenda to address the school’s most recent report card.

#### IMPROVEMENT ACTIONS:

1. **New Attendance Policy:** In the past only *physical* attendance (attendance in regularly scheduled sessions) was monitored by SSLC. We have now added the monitoring of course progress in conjunction with the new virtual attendance policy. Students must put in enough additional hours outside of attendance on campus (10.5 additional hours) *to maintain an actual grade of 70% or better* on a weekly basis. This policy is designed to keep students on track in their prescribed coursework and support their graduation in a four-year period. In turn this will bolster SSLC’s graduation rate. This type of monitoring was suggested by our CSD site visit team on April 25, 2018.
2. **Monitored Enrollment Policy:** Any student behind six or more credits in graduation progress or with a grade point average of less than 2.0 was placed on monitored enrollment. These enrollees will receive weekly updates from Edgenuity and their sponsor teacher. At the nine-week mark and the conclusion of the first semester, at risk students and their parents will meet with the school’s Academic Dean to discuss progress towards course completion and graduation progress.

3. **Staff/Faculty Meeting to Address School Report Card:** August 24, 2018. At our weekly staff meeting the school report card was discussed and member groups reviewed our report card in the following areas:

- a. What we did well.
- b. What we can do better.
- c. Strategies for improvement.

Staff consensus regarding graduation rate: Graduation rate is a symptom of underlying problems. The root cause of low graduation rate is the need to improve student's math and reading skills. In particular, classroom space is needed to provide enrichment AND remediation in addition to online coursework. Based on the school report card data, SSLC Staff also noted that we need to identify and service economically disadvantaged students who might be in need of additional services.

Staff suggestions for graduation rate improvement included:

- a. Summer Math Labs – overall math proficiency from school report card = 25%.
- b. Greater *advisement* for math course placement to be sure students are placed appropriately. This includes placing students into new IMP math classes. Overall math proficiency from school report card = 25%.
- c. Summer School opportunities. Funds set aside in Title I Application to support summer school staffing.
- d. *Identify* and service lower-performing students and/or at-risk students in math and reading. Math and reading growth rates of 0.45 and 0.78 respectively were observed for lower performing students. Economically disadvantaged students show a negative growth rate in math (-0.36).
- e. Address discrepancy between male and female performance in math. It was observed that in the school report card that the proficiency of males was far greater in the male population than female population. (18% math proficiency for females vs. 32% math proficiency for males).

These suggestions can be seen on-site in the Head Administrators office. Moving forward the school's leadership team will evaluate the staff suggestions and prioritize the needs of the indicated students. Re-allocation of staff and funding may be necessary to address the data found in the school report card.

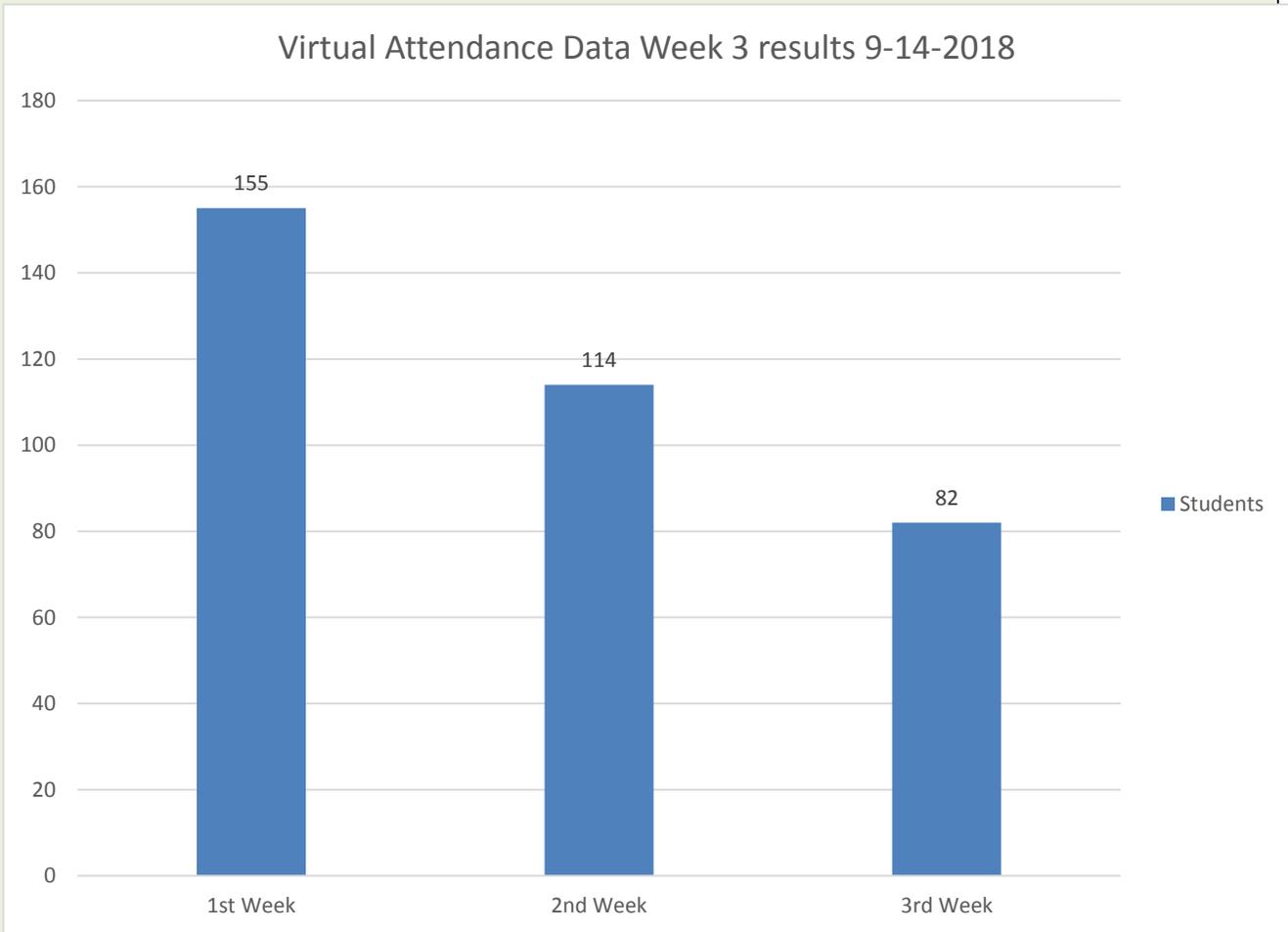
#### **SUCCESS OF IMPROVEMENT ACTIONS:**

Early results of our new attendance policy which monitors not only physical attendance, but also virtual attendance, indicates our improvement actions are having quite an impact. The policy stresses early identification of students who are struggling to keep on track with their coursework. At this early stage, the interventions are being applied and monitored weekly. As this policy has just been implemented, full results will not be evaluated until the end of the semester. Early data

indicates that the number of students receiving warnings for being behind in course progress has dramatically decreased over a three week period. Please see data and graph directly below to observe the reduction of the number of students receiving early warnings and virtual absences over a three week period as defined by the policy. Original source data can be observed on-site.

As we begin implementation of some of the staff suggestions in addition to the two new policies, we anticipate that these actions will result in improvement of our school's 2019 graduation rate and overall letter grade.

**SPECIFIC EVIDENCE:**



**2<sup>nd</sup> week: 27% decrease in academic warnings and virtual absence notifications**

**3<sup>rd</sup> week: 29% decrease in academic warnings and virtual absence notifications**

## Exhibit 1:

### Attendance Policy

Regular class attendance by school age persons at all grade levels is not only an essential component in the learning process, in the development of self-discipline, and in preparation for post-secondary training, education and employment, it is also a requirement of New Mexico's Compulsory School Attendance Law, NMSA 1978 §22-12-1, et seq. ("Law"). The Southwest Secondary Learning Center Administration is responsible for compliance with this law.

Attendance at Southwest Secondary Learning Center will be measured in *two* ways:

- ❖ **Physical Attendance:** attending Main Lab, Smart Lab and Physical Education on campus.
- ❖ **Virtual Attendance:** Student's participating in Edgenuity course work on a regular basis to maintain an Actual Grade of 70% or better in all core academic coursework. This requires student engagement with Edgenuity *outside* the Southwest Secondary Learning Center's building, which evidences student attendance.

**Recording Student Attendance** Physical attendance is taken in all classes on the Southwest Secondary Learning Center campus. Student's virtual attendance is also evidence by academic activity such as Edgenuity login and logout times, lessons completed, time spent on assignments, grades and information about work completed and current status in each course. Students have a beginning and ending date for each virtual course and a weekly work schedule to keep pace with the semester timelines.

### Definition of Physical and Virtual Absences:

- ❖ **Physical Absence:** a physical absence is defined as an any absence in a scheduled session in Main Lab, Smart Lab and/or PE.
- ❖ **Virtual Absence:** Students will receive an Unexcused Virtual absence for lack of progress in their classes. When the student falls below 70% actual grade in any class, the student and parent are given a written warning for "lack of progress". If the student does not meet their target in every class within 1 week of written warning a Virtual Absence will be recorded.

### Early Intervention Strategies and Consequences for Continued Absences:

- ❖ Parents will be notified in writing when their student accumulates 5 and 10 absences (combined physical and virtual absences). The Administration may require the parent(s) to attend a conference to discuss improving the student's attendance.
- ❖ Students who accumulate 2 or more *Virtual Absences* will be placed on a Student Attendance Improvement Contract by the Academic Dean. Students on contract will be required to schedule an extra main lab session based on seat availability. Seat availability is based on open seats in designated session times (8:00-11:30, 12:00-3:30 or 4:00-7:30). The student will remain in the extra scheduled session for the duration of the semester.
- ❖ Parents whose students accumulate 5 or more unexcused absences, physical, virtual or combination of both will be notified in writing and required to attend a meeting or meetings with the Academic Dean to discuss early intervention<sup>1</sup>. These early interventions may include modifying or adding to existing schedule and/or placing student on a *Student Attendance Improvement Contract*.
- ❖ Students with a total of 10 recorded unexcused absences *in one year*<sup>2</sup> are considered to be a "habitual truant". The School will notify the parent in writing of the seriousness of this designation as well as require the parent and student to attend another meeting to discuss intervention strategies. Failure to attend the meeting or subsequent unexcused absences will result in the School reporting the student to the juvenile probation office of the judicial district where the student resides. That office will investigate whether the student shall be considered a neglected child or a family in need of services, which may result in a reporting by that office to Children's, Youth and Families Department. In addition, the children's court may order the habitual truant's driving privileges suspended.
- ❖ A parent who knowingly allows the student to continue to violate the Compulsory School Attendance Law can be charged with a misdemeanor and/or fines up to \$500<sup>3</sup>.

<sup>1</sup> NMSA 1978 22-12-9(A)(2)

<sup>2</sup> NMSA 1978 22-12-9(A)(1)

<sup>3</sup> NMSA 1978 22-12-7 (E)

#### **Notification of Absences**

- ❖ The parent/guardian will notify the school when the student will be absent by sending an email or calling 505-296-7677. Information required for the Administration to determine whether an absence(s) is excused must be provided within the week of the absence(s) occurred. *Failure to provide timely acceptable reasons for a student's absence will result in an unexcused absence.*

Southwest Secondary notification email – [secondaryattendance@sslc-nm.com](mailto:secondaryattendance@sslc-nm.com)

- ❖ Southwest Secondary Learning Center will contact parents/guardians informing them of their child's absence when the school does not receive prior notification.
- ❖ Students must attend all scheduled sessions at Southwest Secondary Learning Center for which they are enrolled and working from home does not replace physical attendance.
- ❖ Absences will be excused for the following reasons:
  - Illness
  - Family emergencies
  - Medical condition/emergence
  - Religious Commitments
  - Death in the family
  - Diagnostic testing
  - Medical appointment
  - School sponsored activity
  - Extenuating circumstances approved by school administration
- ❖ School-related absences are not included when evaluating excused, unexcused and excessive absences.
- ❖ No out of school suspension or expulsion shall be imposed on a student as a penalty for truancy, however, a student may be withdrawn from the Southwest Secondary Learning Center if he or she is a habitual truant and all other efforts have been exhausted.

- ❖ Students will automatically be withdrawn after ten consecutive days of nonattendance without contact from the parent.

#### **Tardies**

- ❖ Students arriving late (after 10 minutes) to their scheduled session (Main Lab, Smart Lab, PE) must sign in at reception desk. *Students will receive an absence for every third tardy arrival.*

#### **Pregnant and Parenting Students**

The pregnant or parenting student is responsible for communicating the student's pregnancy and parenting status to the appropriate school personnel if the student chooses to disclose the information. Southwest Secondary Learning Center will provide ten (10) days of excused absences for a student who provides documentation of the birth of the student's child and the student will be provided time equal the number of days the student was absent for the birth of a child to make up work missed due to the birth of that child<sup>4</sup>.

Pregnant students may take up to four (4) days of for pregnancy related health care for herself and if she provides a health care provider note. Students missing work related to pregnancy shall have the same number of days that she was absent to make up the work missed. The time for make-up work will begin on the first day the student returns to class following the excused absence.

Parenting students (father or mother) may take up to four (4) days to care for a child. Documentation of parent status may be requested by school administration. A student missing school for care related to his/her child shall have the same number of days that he/she was absent to make up the class work missed. The time for make-up work will begin on the first day the student returns to class following the excused absence.

<sup>4</sup> NMSA 1978 22-12-3.1

## **Exhibit 2:**

### **Monitored Enrollment**

Monitored enrollment is designed to support struggling students with additional academic support and monitoring from the staff and administration during their first semester of enrollment at Southwest Secondary Learning Center.

Southwest Secondary Learning Center will place incoming students on monitored enrollment status when the student has a GPA of 2.0 or below, has failed two or more core academic classes in the prior semester, and/or behind their graduation cohort by six (6) or more credits.

Monitored enrollees will receive progress updates from the automated Edgenuity progress report system and an email from the sponsor teacher on a weekly basis. At the nine-week mark and the conclusion of the first semester of enrollment, parent(s) and student will be required to attend a parent-teacher-administrator conference to discuss progress towards course completion and graduation progress.

Parents will be notified in writing to schedule student success conferences.

## Exhibit 3:

**Agenda**  
**Staff Meeting**  
**Wednesday August 24, 2018**  
**8:30 AM Smart Lab**

- I. Paper Plate Award – Amanda Shaner. Stayed up until 11:41 working on Report Card Homework!
- II. ~~Edgenuity~~
  - a. Course Dates – please be sure they are set correctly.  
8/16-12/14
  - b. Actual Grades – are only accurate when dates are set correctly. Monitor and let parents know. This determines virtual absence.
  - c. Manage Enrollments – use to set dates. Hand-outs available. Ask mentor teachers.
- III. Student Issues?
- IV. School Report Card – In your groups. Divide Post-It in 3. Be prepared to share.
  - a. What did we do well?
  - b. Where can we improve?
  - c. Strategies for improvement.

## 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:** Southwest Secondary Learning Center did not have any school specific goals during the contract term. The Public Education Commission (PEC) and the school have not finalized a performance framework for the current term which is July 2017-July 2019. However, the school implemented short cycle assessments to address Math and Reading proficiency throughout the year. This was observed at the site visit on April 25, 2018, and end-of-year data was uploaded into Web EPSS.

## 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:

Audit Year	Nature of Finding	Improvement actions made to meet financial compliance requirements and the effectiveness of those actions in improving financial compliance
FY 17	<p><b>2016-003 Controls Over Cash Disbursements (Significant Deficiency) Repeated and Modified</b></p> <p><i>Condition:</i> In 2 out of 25 disbursements tested, the purchase order was dated after the invoice date, indicating that the purchases were not properly approved before they were made. The amount of the disbursements noted equals \$899.59.</p>	<p>Management’s Response from Corrective Action Plan (CAP):</p> <p><i>The Southwest Secondary Learning Center has developed a detailed Financial Policies And Procedures Manual. The school’s administration, along with contracted Business managers, will continue to work to maintain an internal control environment and structure that will safeguard the assets of the school, while maintaining compliance with legal and regulatory requirements. In addition,</i></p>

	<p><b>Auditor’s Note:</b> The school has been making progress, new policies were drafted at the end of FY17.</p>	<p><i>management will continue to ensure to appropriately record and report financial activities of the school. See complete financial policy and procedure</i></p> <p>On December 18, 2017, Southwest Secondary Learning Center received a letter from Mr. Christopher N. Ruskowski stating the return of the school’s board of finance authority effective January 1, 2018. The letter stated <i>“the improvement in your school’s financial operations is the result of cooperative efforts by both PED and charter staff over the last three and one half years”</i> culminating in appropriate management controls and strong board review procedures which led to improved financial performance of the school. FY17’s audit was deemed an “unmodified audit.”</p> <p><u>Improvement Action(s):</u></p> <ul style="list-style-type: none"> <li>• The school developed a detailed Accounting Policies and Procedures Manual.</li> <li>• Staff was counseled and instructed to follow the Purchasing Procedures (see p. 14 of Accounting Policies and Procedures Manual). These policies and procedures will be reviewed at the beginning of each school year during the Back-to-School In-Service.</li> </ul>
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**All Staff In-Service**

**Monday, July 31<sup>st</sup>, 2017**

- 8:00am – 8:45am Breakfast/Welcome Back (Slideshow)
- 8:45am – 10:00am SSLC Staff Meeting in Smart Lab / SAMS Staff Meeting in Main Lab
  - Staff Handbook Review
  - Friday Professional Development
  - Leadership Calendar (Coreen with SAMS and Kirk with SSLC)
  - Purchasing Protocols (Ronda with SAMS, Heather Rebekah with SSLC)
  - Annual NMPED 90 Day Plan Focus Areas
  - Education-For-The-Future DATA
  - Housekeeping
  - Break
- 10:15am-11:00am SSLC and SAMS Content PLCs  
(Professional Learning Communities, Main Lab, Smart Lab, PE, IT, Finance, Office)
- 11:00-11:15am Legacy (All Schools)
- 11:15-11:30am Vic Fantozzi – Board President of SSLC speaking to SSLC employees
- 11:30am-1:00pm Lunch (on your own)
- 1:00pm – 3:30pm Individual Class Preparation

**Tuesday, August 1<sup>st</sup>, 2017**

**\*\*Differentiated Instruction at SAMS Tomorrow All Day**

**Wednesday, August 2<sup>nd</sup>, 2017**

- 8:15am-11:00am Differentiated Instruction continued at your schools (SSLC or SAMS)
- 11:30am-12:00pm Registration Organizational Meeting (Main Lab at your school)

- The Head Administrator approves all purchase requests prior to starting the purchase order process. No purchase orders are issued until purchase request has been reviewed.
- The Level II Business manager with The Vigil Group reviews purchase requests before issuing a purchase order.

Specific Evidence:



STATE OF NEW MEXICO  
PUBLIC EDUCATION DEPARTMENT  
300 RON GARFAR  
SANTA FE, NEW MEXICO 87501-2786  
Telephone (505) 427-6900  
FAX (505) 426-8234

CHRISTOPHER N. RUTKOWSKI  
SECRETARY, DEPARTMENT OF EDUCATION

SUSAN MARTINEZ  
GOVERNOR

December 18, 2017

Ms. Cheryle Brody  
Governing Board of Education President  
Southwest Secondary Learning Center (SSLC)  
6231 Goldfield Pl., NE  
Albuquerque, NM 87111

Dear Ms. Brody:

On August 28, 2014, Public Education Secretary Hazza Skandera suspended the Southwest Secondary Learning Center's (SSLC's) Board of Education's board of finance authority. I am pleased to inform you that effective January 1, 2018, I am returning board of finance authority to the SSLC Charter School Board.

SSLC finances have improved such that: the Public Education Department (PED) has not implemented any financial improvement actions for a period of six months; all prior financial improvement actions have been completed; the school has a positive cash position in all areas and strong transaction cycles; the school employs a PED issued Level II licensed school business official and preliminary reports regarding the fiscal year 2017 (FY17) audit indicate few or minor issues when the Public Education Department's audit is made public.

The improvement in your school's financial operations is the result of cooperative efforts by both PED and charter staff over the last three and one half years. Because of their joint diligence, a new financial system is now in place to facilitate appropriate management controls, strengthen board review procedures and improve policy level input regarding district financial activities. Continued progress will require a unified effort by both your board and your charter administration.

During the time PED operated as your fiscal agent, the SSLC Charter School Governing Board continued to exercise its statutorily mandated policy-making and employment roles. These functions positively contributed to the stability of charter operations, and were a necessary precursor to allow work to be completed on financial performance improvements.

Southwest Secondary Learning Center Board of Finance  
December 18, 2017  
Page 2 of 2

Our return of board of finance authority to the SSLC Charter School Governing Board of Education will not diminish our interest in the school's financial activities. The business manager will be required to demonstrate evidence of effectively and efficiently performing at the required level of expertise and shall hold a PED issued Level II Business Manager License for the remainder of the year. The licensed school business manager is required to report to the Head Administrator and work collaboratively with the school's Finance Committee.

As a result of what had already been accomplished together, it is likely that the financial environment will continue to improve. The PED will continue to work with you as a partner to ensure that the charter school perpetuates the positive gains it has made with its finances and ensure the best environment for educating students.

Respectfully,

Christopher N. Rutkowski  
Secretary Designate, NM Public Education Department

CNR:ll

cc: Walter Feldman, Interim Head Administrator, Southwest Secondary Learning Center  
Sara Fry, Business Manager, Southwest Secondary Learning Center  
Marian K. Rad, Acting Deputy Secretary, Finance and Operations, PED  
David Craig, Director, School Budget & Finance Analysis Bureau, PED  
Parvata Bhowkar, Deputy Director, School Budget & Finance Analysis Bureau, PED  
Vince Vigil, Budget Analyst, School Budget & Finance Analysis Bureau, PED

**Purchasing Policies and Procedures**

**Policy:**

Southwest Secondary Learning Center employees wishing to purchase materials or services must have authorization from the Head Administrator before doing so. It is the policy of the Southwest Secondary Learning Center that the steps below be followed when making any purchases involving school funds and the steps will follow or go above the NM State Procurement Code CHAPTER 13 Public Purchases and Property 13-1-1 through 13-1-199.

<http://public.nmcompcomm.us/nmpublic/gateway.dll/?f=templates&fn=default.htm>

The following information is provided as a general reference. Specific questions should be directed to the Business Office. All purchasing shall be completed in compliance with applicable federal and state statute and regulation, including, but not limited to, the Procurement Code.

The school shall provide for the fair and equitable treatment of all persons/businesses involved in public procurement, to maximize the purchasing value of public funds and to provide safeguards for maintaining a procurement system of quality and integrity.

All purchases which expend public school money, including but not limited to operational funds, capital funds and school activity funds, shall comply with state statute and regulation.

The purchase, rental and lease of any tangible personal property or construction which will exceed \$60,000 shall be formally bid by the Business Office and shall not be artificially divided to circumvent this requirement.

The purchase, rental and lease of any tangible personal property or construction which will fall between \$20,000.01 and \$60,000.00 shall obtain three quotes. These shall be written, faxed or telephoned. Documentation including, but not limited to, the date, time, company, price, person quoting, model number and freight charges shall be provided to the Business Office which may recommend or contact additional sources.

Purchases which are less than \$20,000 shall be made at the best obtainable price. Quotes shall be at the option of the user.

Professional services which will exceed \$60,000 shall be formally bid. In compliance with state statute, professional services include the services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, construction managers and other persons or businesses providing similar professional services, which may be designated as such by a determination issued by the state purchasing agent or a central purchasing office. Contact the Business Office as to what qualifies as a professional service. Grants shall not be exempt from public purchasing statutes and all applicable state and federal requirements. Any such appropriation shall be accomplished within district guidelines. The fact that certain businesses or individuals may be contacted for cost projections or other information shall not guarantee that business

or individual any payment or future work within the grant. Professional services as well as the purchase, rental or lease of any equipment and/or supplies which are to be provided under the grant shall be completed in compliance with this procedural directive.

**Procedure:**

1. Purchasing
2. Receipt of materials/invoice
3. Accounts Payable Processing
4. Payment of Accounts Payable

These steps are described in further detail on the following pages.

**Purchasing:**

1. When a purchase is requested, the employee must submit his/her request electronically to the Administrative Assistant. The Administrative Assistant will attempt to locate the item through various vendors. Once located, the Administrative Assistant will forward the request with pricing information to the Site Business Manager for approval. The Site Business Manager will forward the request to the Head Administrator for approval prior to creating a Purchase Request.
2. The Site Business Manager then creates a Purchase Request (PR).
3. The Site Business Manager then takes the PR to be signed by the Head Administrator or their designee for approval. The Head Administrator can approve, reject or modify the PR. If approved, see Step 4. If rejected, see Step 5. If modified, see Step 6.
4. If the Head Administrator approves the PR, he/she will sign it and if necessary assign a fund to each line of the PO (the Business Manager is likely to have already assigned a fund to each line item). The Head Administrator then returns it to the Site Business Manager. Skip to Step 7.
5. If the Head Administrator rejects the PR, he/she will write rejected on the signature line and return the PR to the Site Business Manager. The Site Business Manager will then go into the accounting computer program and will void the PR.
6. If the Head Administrator modifies the PR, the changes are handwritten on the PR. The modified PR is then given back to the Site Business Manager. The Site Business Manager takes this PR to the employee and Administrative Assistant to make sure the modified purchase should still take place. The Site Business Manager then goes into the accounting computer program and modifies the PR. The Site Business Manager then takes the new PR to the Head Administrator for approval. The Head Administrator will sign the PR and return to the Site Business Manager.

7. The PR packet, including request documentation with the signed PR, is scanned and renamed before being emailed to the Business Manager issuance of a Purchase Order (PO). All purchases require a purchase order.
8. The PO is generated by the Business Manager and forwarded to the CPO for signature once it has been issued in order to be distributed to the Administrative Assistant and requesting employee.
9. The original PO is open in the accounting system until materials/services are received. Once materials/services are received, the vendor invoices the school. The Site Business Manager and Business Manager must check the date of the invoice is on or after the date of the PO; and must check the remittance address is correctly entered in the accounting system.
10. Any supporting documents (packing slip, warranties, handling instructions, etc.) should be given to the Site Business Manager and be filed with the PO.

**Receipt of Materials and Invoices:**

1. When a shipment is received, the administrative assistant will make sure that the materials received match the packing slip. Any discrepancies will be brought to the Site Business Manager. The Site Business Manager will then check the PO and compare to the packing slip. If there is still a discrepancy, the Site Business Manager will then call the Vendor to make the necessary adjustments to the invoice.
2. If all items ordered are in good condition, present and accounted for, the administrative assistant will date stamp "Received" on the packing slip.
3. If any supply or material that is non-disposable has a cost exceeding \$100 it shall be given to the Site Business Manager to be recorded to the school's list of assets and assigned an asset tag.

**Effectiveness of the Improvement Action:**

Since implementing specific policies and procedures for purchasing the school has not issued any purchase orders dated after the invoice date. The Business manager and head administrator have ensured that all purchases were properly approved prior to issuance of a purchase order. Our board of finance was restored on January 1, 2018 evidencing the compliance with these procedures.

Official effectiveness of the improvement plan will be evaluated during the next scheduled audit commencing on August 27<sup>th</sup>-28<sup>th</sup>, 2018 by the state appointed auditor, CliftonLarsonAllen LLP.

		<p><u>Specific Evidence:</u></p> <p>Results of the FY17 audit were completed while the school was under the supervision of the NMPED School Budget and Finance Analysis Bureau. All invoices, purchase requests, and purchase orders were completed in the correct order. Please see PO Number 17-004 on site as a specific example and evidence of correct purchasing procedures.</p>
	<p><b>2016-005 Payroll (Significant Deficiency) Repeated and Modified</b>  <b>Condition:</b> We tested 25 payroll transactions and noted the following:</p> <ul style="list-style-type: none"> <li>- In 1 case, the I-9 form was not signed by the employee</li> <li>- In 2 cases, the I-9 form was not signed by the employer</li> <li>- In 7 cases, there were incomplete copies of documents included with the I-9 form</li> <li>- In 2 cases, the I-9 on file is not complete; all appropriate sections are not filled out</li> <li>- In 1 case, the employee’s contract stated a particular number of installments over which their contract would be paid, but the employee’s contract was paid out over a different number of installments</li> </ul> <p><b>Auditor’s Note:</b> The school has been making progress, new policies were drafted at the end of FY17.</p> <p>*The form referenced to by auditor as “I-9” is the USCIS form I-9 Employment Eligibility Verification.</p>	<p>Management’s Response from CAP:</p> <p><i>In the continued effort to ensure that employees were being properly recorded, reported, and paid by their respective employer, employee contracts were again adjusted at the beginning of FY2017. When the contracts were adjusted, the employee contract in question’s number of paid periods were not amended to reflect periods that had already passed. This employee received their full and accurate salary for FY2017, and management wants it noted that the finding on this was due to a clerical typo on two single characters of a four-page document. Starting with FY2018, the school now staffs a full time Human Resources Specialist whose job it is to ensure initial and continued compliance with aspects of employment eligibility and payments. Management will review the payroll requirements and procedures with administration and applicable staff. All employee files will be reviewed and be updated as needed. Responsible party: Business manager. Timeline for corrective action: January 1, 2018.</i></p> <p><i>*As stated in the 2017 Audit Report.</i></p> <p><u>Improvement Action(s):</u></p> <p>Southwest Secondary Learning Center (SSLC) hired a Human Resource clerk on July 1, 2017, to bring personnel files into compliance for FY18. SSLC</p>

created an employee file check list with the help of The Vigil Group to ensure that personnel files were up to date, complete and in compliance. The check list is found in the front of each employee file and will be updated/rechecked at the beginning of each fiscal year.

Specific Evidence:

**SLC 2017-18 Payroll Calendar  
Instructional Employees**

Period	Period Begin Date	Period End Date	Pay Date	Payable Days
Period 1	08/01/17	08/15/17	08/15/17	11
Period 2	08/16/17	08/31/17	08/31/17	12
Period 3	09/01/17	09/15/17	09/24/17	11
Period 4	09/16/17	09/30/17	09/28/17	10
Period 5	10/01/17	10/15/17	10/13/17	10
Period 6	10/16/17	10/31/17	10/21/17	11
Period 7	11/01/17	11/15/17	11/15/17	11
Period 8	11/16/17	11/30/17	11/30/17	11
Period 9	12/01/17	12/15/17	12/15/17	11
Period 10	12/16/17	12/30/17	12/29/17	10
Period 11	01/01/18	01/15/18	01/23/18	11
Period 12	01/16/18	01/31/18	01/31/18	12
Period 13	02/01/18	02/15/18	02/15/18	11
Period 14	02/16/18	02/28/18	02/28/18	09
Period 15	03/01/18	03/15/18	03/15/18	11
Period 16	03/16/18	03/31/18	03/29/18	11
Period 17	04/01/18	04/15/18	04/13/18	10
Period 18	04/16/18	04/30/18	04/30/18	11
Period 19	05/01/18	05/15/18	05/15/18	11
Period 20	05/16/18	05/31/18	05/31/18	12
Period 21	06/01/18	06/15/18	06/15/18	11
Period 22	06/16/18	06/30/18	06/30/18	10

Yellow highlighted means the pay period fell on a weekend or holiday and the pay date is before the actual date.

**2016-17 Instructional Paid Holidays**

September 4, 2017	Labor Day
October 12-13, 2017	Fall Break
November 22-24, 2017	Thanksgiving Break
December 18, 2017 – January 1, 2018	Winter Break
January 15, 2018	Martin Luther King's Birthday
February 19, 2018	President's Day
March 29-30, 2018	Spring Break
March 30, 2018	Vernal Holiday
May 18 – July 31, 2018	Summer Break

For days off in addition to the ones listed above, employees should submit a request to use ABA days

**SLC 2017-18 Payroll Calendar  
Non-Instructional Employees**

Period	Period Begin Date	Period End Date	Pay Date	Payable Days
Period 1	07/01/17	07/15/17	07/14/17	10
Period 2	07/16/17	07/31/17	07/31/17	11
Period 3	08/01/17	08/15/17	08/15/17	11
Period 4	08/16/17	08/31/17	08/31/17	12
Period 5	09/01/17	09/15/17	09/14/17	11
Period 6	09/16/17	09/30/17	09/28/17	10
Period 7	10/01/17	10/15/17	10/23/17	10
Period 8	10/16/17	10/31/17	10/31/17	12
Period 9	11/01/17	11/15/17	11/15/17	11
Period 10	11/16/17	11/30/17	11/30/17	11
Period 11	12/01/17	12/15/17	12/15/17	11
Period 12	12/16/17	12/30/17	12/29/17	10
Period 13	01/01/18	01/15/18	01/23/18	11
Period 14	01/16/18	01/31/18	01/31/18	12
Period 15	02/01/18	02/15/18	02/15/18	11
Period 16	02/16/18	02/28/18	02/28/18	09
Period 17	03/01/18	03/15/18	03/15/18	11
Period 18	03/16/18	03/31/18	03/29/18	11
Period 19	04/01/18	04/15/18	04/13/18	10
Period 20	04/16/18	04/30/18	04/30/18	11
Period 21	05/01/18	05/15/18	05/15/18	11
Period 22	05/16/18	05/31/18	05/31/18	12
Period 23	06/01/18	06/15/18	06/15/18	11
Period 24	06/16/18	06/30/18	06/30/18	10

Yellow highlighted means the pay period fell on a weekend or holiday and the pay date is before the actual date.

**2016-2017 Non-Instructional Paid Holidays**

July 4, 2017	Independence Day
September 4, 2017	Labor Day
November 22-24, 2017	Thanksgiving Break
December 18, 2017 – January 1, 2018	Winter Break
January 15, 2018	Martin Luther King's Birthday
February 19, 2018	President's Day
March 30, 2018	Vernal Holiday
May 29, 2018	Memorial Day

**Southwest Learning Center**

**JOB DESCRIPTION #25**

**POSITION #25: HR and Payroll Specialist**

**SUPERVISOR: Principal, Head Administrator**

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

1. Provide day-to-day guidance and consultation to school employees regarding Human Resources best practices, policy interpretation, problem resolution, and compliance with school regulations, and state and federal law(s).
2. Develops and promotes institutional philosophies, strategies, and methodologies with respect to areas of oversight, ensuring consistency with the schools overall mission, goals, and strategic plans.
3. Designs, implements, and evaluates programs, services, and initiatives that are responsive to the needs, goals, and objectives of the school, to include strategic plans, policies, and operating procedures.
4. Identify and evaluate process improvement opportunities, and identify opportunities for streamlining existing processes to ensure efficiency.
5. Provides expert and strategies guidance regarding HR practices, policy interpretation, and problem resolution.
6. Directs and oversees the supervision of personnel, which includes work allocation, training, promotion, and problem resolution.
7. Represents the organization at various community and/or business meetings, committees, and task forces; and promotes existing and new programs and/or policies.
8. Compiles payroll data, and enters data or computes and posts wages.
9. Reconcile errors to maintain payroll records accurately.
10. Compiles hours worked, taxes, insurance, and medical expenses to be withheld from all employees.
11. Prepares computer input forms, enters data into computer files, or computes wages and deductions, using a calculator, and posts to payroll records.
12. Records changes affecting net wages, such as exemptions, insurance coverage, and loan payments for each employee to update master payroll records.
13. Records data concerning transfer of employees between departments.
14. Prepares monthly reports of earnings, taxes, and deductions for board meetings.
15. Keeps records of all employee leave days per employee and records all nontaxable wages.
16. May prepare and issue paychecks.
17. Additional duties as assigned by direct supervisor or head administrator.

**JOB REQUIREMENTS:**

Completed degree or degrees from an accredited institution or substituted experience on a year for year basis. Associate's degree in Accounting or related accrual field, and Associate's degree in Human Relations. 2 years of experience per field will fill the degree requirements.

**PHYSICAL REQUIREMENTS:**

Sitting, standing, lifting, and carrying (up to 30 pounds) reaching, squatting, kneeling, and moving light furniture may be required

**SAFETY AND HEALTH:**

1. Knowledge of universal hygiene precautions
2. Knowledge and training in first aid and CPR should be required for working with students.

**EQUIPMENT/MATERIAL NEEDED:**

Must know how to properly operate or be willing to learn to operate all multi-media equipment including current technology.

**WORKING ENVIRONMENT:**

Must be able to work within various degrees of noise, temperature, and air quality. Interruptions of work are routine. Flexibility and patience are required. Must be self-motivated and able to complete job assignments without direct supervision. After hour work may be required. May make home visits when needed and appropriate.

**TERMS OF EMPLOYMENT:**

Salary determined by Salary Schedule and experience.  
Work year determined by the Head Administrator and the Board

I have reviewed and agree to the above job description:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

**Effectiveness of the Improvement Actions:**

As a result of implementing an employee file check list, I-9s are now fully completed and signed by both the employee and the employer in accordance with federal requirements. Personnel contracts are standard and employees are paid on a schedule of 24 standard/published pay periods.

**Specific Evidence:** Please see I-9 file on site for evidence of complete I-9s.

**SSLC Employee File Checklist:**

School: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

DOCUMENTS	COMPLETE	MISSING
Personal Action Form	<input type="checkbox"/>	<input type="checkbox"/>
Employee Contract	<input type="checkbox"/>	<input type="checkbox"/>
NMPSIA Application	<input type="checkbox"/>	<input type="checkbox"/>
NMPSIA Schedule A	<input type="checkbox"/>	<input type="checkbox"/>
NMPSIA Schedule B (if insuring children)	<input type="checkbox"/>	<input type="checkbox"/>
NMPSIA Schedule C (if insuring spouse)	<input type="checkbox"/>	<input type="checkbox"/>
ERB Checklist	<input type="checkbox"/>	<input type="checkbox"/>
ERB Section II & III	<input type="checkbox"/>	<input type="checkbox"/>
Make sure section III notarized	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Social Security card Can turn in passport copy instead	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Drivers License Can turn in passport copy instead	<input type="checkbox"/>	<input type="checkbox"/>
W4	<input type="checkbox"/>	<input type="checkbox"/>
Direct Deposit form with voided check	<input type="checkbox"/>	<input type="checkbox"/>
<b>School Only</b>		
Employee Application	<input type="checkbox"/>	<input type="checkbox"/>
Resume	<input type="checkbox"/>	<input type="checkbox"/>
Background Check	<input type="checkbox"/>	<input type="checkbox"/>
College Transcript	<input type="checkbox"/>	<input type="checkbox"/>
Teaching Certificate	<input type="checkbox"/>	<input type="checkbox"/>
<small>I-9's are kept in a separate folder in the SSLC Business Office</small>		

## 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:** The school's Board of Finance was suspended on August 28, 2014 by Public Education Secretary, Hanna Skandera. Finances at Southwest Secondary Learning Center have improved such that the Public Education Department and Secretary Designate, Christopher N. Ruzkowski, returned the school's Board of Finance on January 1, 2018 (see Exhibit 1).

Specific actions taken over the last four years include the following:

- Segregation of duties to include an outside business management group, The Vigil Group LLC (TVG). TVG oversees controls over cash disbursements, payroll, and all other daily business management duties. In addition, SSLC maintains an on-site business clerk to process purchase requests and purchase orders. Purchase orders are approved by the Head Administrator, the Business manager at TVG, and initial requests are reviewed by the business clerk. Please see Accounting Policies and Procedures Manual Appendix E.1, approved in 2017.

- Per the Accounting Policies and Procedures Manual, all incoming monies are deposited in the school's bank account (Nusenda Federal Credit Union) within one business day. Deposits are made on a daily basis by the on-site business clerk.
- All staff receives yearly training for purchasing procedures in a Back-to-School In-Service. See attached agenda below (Exhibit 2).
- SSLC implemented new policies and procedures to ensure employees are not overpaid, underpaid, or paid by the wrong school. The Vigil Group worked closely with auditors to learn and correct errors in employee filing. The Vigil Group now provides a payroll specialist, and payroll reports are submitted to the Head Administrator for approval prior to scheduled pay days.
- Personnel files are reviewed annually to ensure that necessary documents are within each file. I-9's are reviewed for completion and stored in house, separately from the employee files.
- The Vigil Group prepares monthly revenue, expenditure, check register, outstanding PO's, and bank reconciliation reports. These reports are reviewed monthly by the SSLC Finance Committee, which meets prior to the SSLC Regular Governance Council Meeting. The finance committee then reports to the Governance Council.
- The Finance Committee receives monthly bank statements from Nusenda for review as 3<sup>rd</sup> party.
- The SSLC Governance Council and Audit Committee were informed of any audit findings. Please see e-mail from the Audit Committee below (Exhibit 3).
- Please refer to Appendix E.2 to review SSLC's latest Corrective Action Plan. This CAP was implemented prior to the return of the Board of Finance.

**Exhibit 1:**



STATE OF NEW MEXICO  
PUBLIC EDUCATION DEPARTMENT  
300 DON GASPAR  
SANTA FE, NEW MEXICO 87501-2766  
Telephone (505) 827-8800  
[www.pef.state.nm.us](http://www.pef.state.nm.us)

CHRISTOPHER N. RUSZKOWSKI  
SECRETARY DEPARTMENT OF EDUCATION

ESPERANZA MARTINEZ  
GOVERNOR

December 18, 2017

Ms. Cheryle Brody  
Governing Board of Education President  
Southwest Secondary Learning Center (SSLC)  
6231 Goldfield Pl., NE  
Albuquerque, NM 87111

Dear Ms. Brody:

On August 28, 2014, Public Education Secretary Hanna Skandera suspended the Southwest Secondary Learning Center's (SSLC's) Board of Education's board of finance authority. I am pleased to inform you that effective January 1, 2018, I am returning board of finance authority to the SSLC Charter School Board.

SSLC finances have improved such that the Public Education Department (PED) has not implemented any financial improvement actions for a period of six months; all prior financial improvement actions have been completed; the school has a positive cash position in all areas and strong transaction cycles; the school employs a PED issued Level II licensed school business official and preliminary reports regarding the fiscal year 2017 (FY17) audit indicate few or minor issues when the Public Education Department's audit is made public.

The improvement in your school's financial operations is the result of cooperative efforts by both PED and charter staff over the last three and one half years. Because of their joint diligence, a new financial system is now in place to facilitate appropriate management controls, strengthen board review procedures and improve policy level input regarding district financial activities. Continued progress will require a unified effort by both your board and your charter administration.

During the time PED operated as your fiscal agent, the SSLC Charter School Governing Board continued to exercise its statutorily mandated policy-making and employment roles. These functions positively contributed to the stability of charter operations, and were a necessary precursor to allow work to be completed on financial performance improvement.

Southwest Secondary Learning Center Board of Finance  
December 18, 2017  
Page 2 of 2

Our return of board of finance authority to the SSLC Charter School Governing Board of Education will not diminish our interest in the school's financial activities. The business manager will be required to demonstrate evidence of effectively and efficiently performing at the required level of expertise and shall hold a PED issued Level II Business Manager License for the remainder of the year. The licensed school business manager is required to report to the Head Administrator and work collaboratively with the school's Finance Committee.

As a result of what had already been accomplished together, it is likely that the financial environment will continue to improve. The PED will continue to work with you as a partner to ensure that the charter school perpetuates the positive gains it has made with its finances and ensure the best environment for educating students.

Respectfully,



Christopher N. Ruszkowski  
Secretary Designate, NM Public Education Department

CNR:dc

cc: Walter Feldman, Interim Head Administrator, Southwest Secondary Learning Center  
Sean Fry, Business Manager, Southwest Secondary Learning Center  
Marian K. Rael, Acting Deputy Secretary, Finance and Operations, PED  
David Craig, Director, School Budget & Finance Analysis Bureau, PED  
Pamela Bowker, Deputy Director, School Budget & Finance Analysis Bureau, PED  
Vivian Vigil, Budget Analyst, School Budget & Finance Analysis Bureau, PED

## Exhibit 2:



**Back to School Staff Meeting Agenda  
Southwest Secondary Learning Center  
Introductions, Goals, New Policies and Procedures  
August 1, 2018  
Smart Lab  
1:30 – 3:30 pm**

- I. Chris Lutz – Head Administrator
  - A. Special Guests: Barbara, Kiki and Lark
  - B. Review of Charter Specific Goals
    - i. Criteria for Measurement
    - ii. Last Year's Data
    - iii. High Performing Charters
    - iv. Stuck on an Escalator – Take Action
  - C. Big Picture Items:
    - i. Audit
    - ii. Renewal Application and Visits
    - iii. Advanced Accreditation
  - D. Edgenuity:
    - i. Course Titles
    - ii. Three and Done
    - iii. Date Setting
    - iv. Spiral Review
  - E. Duty Hours
  - F. Purchasing Procedures (questions for Heather?)
- II. Denise Dixon – Academic Dean, New Academic Policies
  - A. Role
  - B. Attendance Policy – **New**
  - C. Monitored Enrollment Policy – **New**
  - D. Electronic Device Policy – **New**
  - E. Naviance
- III. Rebecca Weldon – New Edgenuity courses
  - A. Digital Citizenship
  - B. Integrated Math 1, 2, 3
  - C. Health Science
  - D. Career Planning
  - E. Computer Applications
  - F. Literacy Comprehension 1
  - G. Spanish
- IV. Alex Banocci – Administrative Assistant
  - A. Student Registration Folders
- V. Tim Walsh- IT New Computers

## Exhibit 3:

At the audit meeting on Thursday, November 4<sup>th</sup>, 2018 the Audit/Finance Committees were made aware of the following audit findings:

### 2016-003 Controls Over Cash Disbursements

Condition: In 2 out of 25 disbursements tested, the purchase order was dated after the invoice date, indicating that the purchases were not properly approved before they were made. The amount of the disbursements noted equals \$899.59.

The school has been making progress, new policies were drafted at the end of FY17.

### 2016-005 Payroll – (Significant Deficiency) Repeated and Modified

Condition: We tested 25 payroll transactions and noted the following:

- In 1 case, the I-9 form was not signed by the employee
- In 2 cases, the I-9 form was not signed by the employer
- In 7 cases, there were incomplete copies of documents included with the I-9 form
- In 2 cases, the I-9 on file is not complete; all appropriate sections are not filled out
- In 1 case, the employee's contract stated a particular number of installments over which their contract would be paid, but the employee's contract was paid out over a different number of installments

The Governing Council, Audit, and Finance Committee entrusted the Head Administrator and Business Manager to correct the findings and assure that they would not reoccur.

Cheryl Brody

Member of the Audit Committee  
Governing Council President

### 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:** Southwest Secondary Learning Center's current two-year contract became effective July 1, 2017. The reference above to Article VII., Section 8.01(a)(i)-(xvii) is not relevant to Southwest Secondary Learning Center's current contract. The material terms of the current contract are contained within Section 4: Representations, Covenants, and Warranties of the most recently approved contract (June 6, 2018). Southwest Secondary Learning Center responds to each item as stated in Section 4.

#### SECTION 4: REPRESENTATIONS, COVENANTS, AND WARRANTIES

1. **Purpose:** The School shall operate a public school consistent with the terms of the Charter and the Contract, and all applicable laws; shall achieve student outcomes according to the educational standards established by law, this Charter and Contract; and shall be governed and managed in a financially prudent manner.

**School's Narrative Response:** Southwest Secondary Learning Center consistently references and abides by the Charter Contract and all Educational Standards put forth by law. Daily operations are governed by our contract with the Public Education Commission and New Mexico Administrative Code. In any revision of policy and procedures the school references the Charter Contract and State Law.

2. **Mission:** The Charter School shall implement the mission identified below and shall report on the implementation of that mission in the manner described below.
  - i. The mission of the Southwest Secondary Learning Center is to sustain a high performing learning community by preparing computer-literate students for college or a career through a blended learning model that is individualized, self-directed and flexible.

**School's Narrative Response:** Southwest Secondary Learning Center prepares computer literate students by providing two technological environments: the Main Lab where students access rigorous online core curriculum via Edgenuity, and in the Smart Lab where project based learning occurs in an enriched and technologically advanced environment. The Smart Lab adheres to the eight National Education Technological Standards (N.E.T.S). This blended learning environment provides individualized instruction in core curriculum and students choose a flexible schedule that allows for pursuit of dual enrollment and other educational opportunities.

- ii. The Charter School shall report on the implementation of its mission in the following manner:
    - a. Annually during the performance review visit required by the Act, as evaluated through the site visit team's observations and the school's response to any such observations;

**School's Narrative Response:** Annual performance reviews were completed on September 27, 2017 and April 25, 2018 per the Act.

- b. Annually through any mission specific goals identified in the School's Performance Framework, incorporated herein by reference; and

**School's Narrative Response:** Southwest Secondary Learning Center, as evidenced in Web EPSS, submits necessary information throughout the year. Southwest Secondary Learning Center has not been flagged for any missing reporting requests for the 2017-2018 school year.

- c. At renewal, in the event that the School applies to the Commission for renewal, through a narrative in the renewal application.

**School's Narrative Response:** The school is currently in the renewal process with the application being due October 1, 2018 and the renewal Site Visit scheduled for October 3, 2018.

3. **Enrollment Cap and Authorized Grade Levels:** The School is authorized to serve no more than 500 students in grades 9-12.

- i. The School may make modifications as to the number of students in any particular grade, and number of students within a class to accommodate staffing decisions that are consistent with the School's programmatic needs; except that, nothing in this Contract shall give the School the authority to combine students from different grade levels into the same classroom unless the school's educational program explicitly provides for mixed grade or age education.

**School's Narrative Response:** Southwest Secondary Learning Center groups students from different grade and ability levels in the same classroom. Main Lab and the Smart Lab are mixed grade levels due to the flexible, blended learning environment. Each student works on their individualized and self-directed program with the support of certified staff.

- ii. The School must annually, prior to beginning the annual enrollment process, establish the number of vacancies by grade level available for student enrollment in that year. That number will govern the enrollment throughout the school year.

**School's Narrative Response:** Southwest Secondary Learning Center follows the lottery process as stated in the Lottery Procedure (see below, Exhibit 1). In addition Southwest Secondary Learning Center accepts students on a first come, first served basis.

**Exhibit 1:**

## Southwest Secondary Learning Center Lottery Procedure

---

The *letter of intent* and how the lottery system works.

Southwest Secondary Learning Center is a charter school for students who choose to apply for enrollment. The following procedures are necessary, as enrollment interest often exceeds the enrollment capacity of the school.

Students are admitted through a lottery system. Parents wishing to enroll their student(s) must submit a Letter of Intent. At the beginning of January, the window opens for the receipt of new Letters of Intent to be placed into the lottery pool for the subsequent year. In the second week of February Letters of Intent to Return are collected for current students who wish to return the following year. In the second week of March, a lottery will be held to determine placement order and the waiting list for the subsequent year. Families have two weeks to accept the position offered to them for the subsequent year.

The window for Letters of Intent remains open the entire school year. When a vacancy occurs it is filled immediately if there is an available candidate on the wait list. Families have one week to accept the position during the school year.

Southwest Secondary Learning Center's enrollment policy prohibits discrimination on the basis of disability, race, creed, color, gender identity or expression, national origin, religion, or need for special education services.

As per New Mexico State statute the lottery will be governed by the following guidelines:

1. If a student is chosen in the school's lottery and there is a sibling who is eligible to attend that same school, the sibling will be given preference for the following school year.
2. Students selected to enroll in Southwest Secondary Learning Center will be able to re-enroll for the following school year provided the family has completed and returned, by the deadline, a "Letter of Intent to Return." The student should be in good standing at the school.

- iii. At any time, the School may not exceed the building capacity of the Facility, which is 246 for this school.

**School's Narrative Response: At any given time Southwest Secondary Learning Center may have up to 164 students on campus at one time (100 in Main Lab, 32 in Smart Lab, and 32 in PE).**

**4. Partner Organization or Management Company:**

- i. The School has a legal relationship with Southwest Preparatory Learning Center that is distinct from a relationship with a non-profit foundation described in this contract. The legal agreement governing the relationship between the School and Southwest Preparatory Learning Center.

**School's Narrative Response: Southwest Secondary Learning Center is in a legal relationship with Southwest Preparatory Learning Center for cost sharing and building usage (see Exhibit 2, the legal document below for the 2017-2018 school year). This contract was renewed in July of 2018 for the 2018-2019 school year and approved by both schools' Governing Councils.**

**Exhibit 2:**

**COST SHARING AGREEMENT  
BETWEEN SOUTHWEST SECONDARY LEARNING CENTER AND SOUTHWEST  
PREPARATORY LEARNING CENTER**

THIS COST SHARING AGREEMENT (Agreement) is entered into by and between the Southwest Secondary Learning Center (SSLC) and the Southwest Preparatory Learning Center (SPLC).

**SECTION 1. Purpose.**

The purpose of this Agreement is for the parties to it to formalize the cost sharing of equipment and services shared by SSLC and SPLC.

**SECTION 2. Commencement and Review.**

**A. Term.** This Agreement is effective for the 2017-2018 Fiscal Year.

**B. Review.** This Agreement shall be reviewed annually by the Parties to this Agreement, to ensure the costs share agreed to within it is still an accurate reflection of each party's monetary liability. If either the cost of any item, or the percentage share of any item, or both are determined to have changed, then the cost and percentage share shall be adjusted in proportion to the change. It shall be the responsibility of the Head Administrator of each school to work together with any necessary staff or contractors to maintain an accurate accounting of the cost shared items and to keep their respective boards informed.

**C. Change of Vendor.** Both Parties must agree to any change of vendor for any of the items covered by this Agreement.

**SECTION 3. Allocation of Costs.**

For the items on the attachment marked "Exhibit A" SPLC shall pay to SSLC 42% of the cost of each item. SSLC shall be responsible for the remaining 58%. Exhibit A details SPLC's 42% of these items.

For items on the attachment marked "Exhibit B" SPLC shall pay to SSLC 20% of the cost. SSLC shall be responsible for the remaining 80%. Exhibit B details SPLC's 20% of these items. SECTION 4.

**SECTION 4. Reimbursement.**

**A. Timing of Payments.** For payments made subsequent to the Initial Payment, outlined in paragraph 3 below, SPLC shall pay to SSLC monies owed for items cost shared on a monthly basis due on the fifth of every month. SSLC will provide to SPLC a statement of monies due by the 15th of the preceding month.

**B. Initial Payment.** By the fifth of the month following the approval of this Agreement SPLC shall pay to SSLC the total of monthly installments due from the start of the 2018 fiscal year (July 1, 2017). For example, should this Agreement be approved on September 28, 2017 the Initial Payment would be equal to three (3) months cost share payments and be due October 5, 2017.

**C.** SSLC shall provide SPLC with a statement of SPLC's allocated share of costs on a monthly basis. SPLC shall pay its allocated share of such costs to SSLC no later than the fifth of the month after the statement is provided. Amounts in arrears for more than thirty (30) days shall earn interest at the rate of five percent (5%) per month. Should SPLC be more than thirty (30) days in arrears SSLC may discontinue access to or use of the item(s) for which payment was not received.

D. SSLC agrees to indemnify, defend, and hold harmless SPLC, including its employees and agents, from and against any and all claims (including third party claims), demands, actions, suits, expenses (including attorney's fees) and damages (including indirect or consequential loss) resulting in any way from SSLC's failure to make a timely payment for any item covered by this Agreement, so long as such failure was not caused, in whole or in part, by SPLC.

**SECTION 5. Reports and Documents.**

**A. Reports.** SSLC shall, upon request from SPLC or the School Budget & Financial Analysis of the Public Education Department and within 10 business days, provide requestor with a detailed report of cost shared items paid on behalf of either party.

**B. Copies of Documents.** SSLC shall, upon request from SPLC or the School Budget & Financial Analysis and within 10 business days, provide such party with copies of documents relevant to this Agreement, including without limitation books, records, and accounts.

**SECTION 6. Dispute Resolution.**

Should there arise a situation under which the parties cannot peacefully arrive at a resolution together after a reasonable time the parties shall agree to resolve the dispute by binding mediation, with mediation costs to be split equally by the parties. The parties shall mutually select a mediator. If the parties cannot agree upon a mediator, a mediator shall be chosen at random from the list of mediators in the Albuquerque and Santa Fe locations on the National Academy of Distinguished Neutrals web site, [www.nadn.org](http://www.nadn.org). Mediation shall be conducted in accordance with the normal practice of the mediator. If the dispute is not resolved after one day of mediation, the mediator shall decide all disputed issues, and such decision shall be binding on the parties and shall be automatically incorporated as an addendum to this Agreement.

The parties agree that neither party shall file any complaint or similar action arising under this Agreement in any court, except that either Party may file a complaint to enforce a mediation decision as a breach of contract. The prevailing party in such an action shall be entitled to costs and reasonable attorney fees.

**SECTION 7. General Provisions.**

**A. Totality.** This Agreement, together with the attachments, contains all of the terms agreed upon by the parties with respect to its subject matter. This Agreement supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written, concerning this subject matter.

**B. Amendment.** This Agreement may be amended at any time, only by the written agreement of the parties.

**C. Severability.** The provisions of this Agreement are severable, and if any provisions are held to be illegal, invalid, or unenforceable, such holding does not affect the legality, validity, or enforceability of any other provision.

**D. Waiver.** Waiver by any party of any term or condition of this Agreement or any breach hereof does not constitute a waiver of any other term or condition.

**E. Governing Law.** This Agreement is governed by the laws of the State of New Mexico.

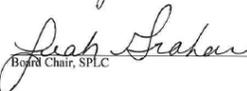
**F. Scope and Effect of Agreement.** This Agreement governs only the sharing of expenses among the parties. No general agency, partnership, or joint venture arrangement among the parties is intended. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

**G. Assignment.** This Agreement may be assigned only to a successor SPLC or SSLC upon the prior written approval of the other parties.

**H. Notices.** All notices or communications required or permitted to be given under this Agreement shall be in writing and shall be considered given and delivered when personally delivered with a signed acknowledgment, delivered by courier with proof of delivery or deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to the other party at the address of the respective school.

By signing below each Board Chair certifies that this was approved by the Governing Council of its respective schools.

 \_\_\_\_\_ 12/6/17  
Board Chair, SSLC Date

 \_\_\_\_\_ 12.4.17  
Board Chair, SPLC Date

- ii. The legal agreement complies with all provisions of New Mexico law and the School is financially independent from Southwest Preparatory Learning Center. The School shall not make any changes to the document set out as, or to its legal relationship and agreements with Southwest Preparatory Learning Center without the approval of the Commission and the Department, which approval shall not be unreasonably withheld.

**School's Narrative Response:** Southwest Secondary Learning Center has not made any changes to the working agreement between the two schools. If any changes are made the school will notify the Public Education Commission and the Public Education Department for prior approval.

- iii. The Commission, through its designees and the Department, shall be permitted to review the legal agreement and other relevant school documents and records to determine whether the legal relationship between the School and Southwest Preparatory Learning Center complies with all provisions of New Mexico law, and to determine that the School is financially independent from Southwest Preparatory Learning Center.

**School's Narrative Response:** The school can and will provide any documents for review with regard to the relationship between Southwest Secondary Learning Center and Southwest Preparatory Learning Center. No requests have been made during the contract period and the document was reviewed at the June 1, 2018 contract negotiations with the PEC.

5. **Comprehensive Educational Program of the School:** The School's educational program shall be as described below:

- i. The Southwest Secondary Learning Center provides students with a flexible schedule where students can choose from daily sessions, four days a week beyond the traditional school hours. The classes are taught through a blended learning model. Core classes are taught through online programs purchased by the school. The classrooms/main lab (the computer lab) are staffed by content area teachers during each session who assist the students with questions that they have with the content being presented online. Additionally, each student has a sponsor teacher that ensures that the student is on track with the online program to ensure that there is appropriate progress being made towards graduation.

**School's Narrative Response:** Students at Southwest Secondary Learning Center can choose from three daily sessions between the hours of 8:00 AM to 7:30 PM, Monday-Thursday (see Exhibit 3 below). Classes are taught through a blended learning module where core instruction is delivered via an online course provider (Edgenuity currently) with the support of certified personnel in Mathematics, Language Arts, Social Studies, and Science. Students have access to their content teachers and their sponsor teacher when in session. Each student is assigned a sponsor teacher at the beginning of the school year who helps create the student's Next Step Plan, and provides academic guidance throughout the school year. The sponsor

teacher monitors academic progress and time investment on a weekly basis. The student remains with the assigned sponsor teacher for grades 9-11 and then is assigned to a senior sponsor teacher to ensure progress is being made towards graduation.

**Exhibit 3:**

Schedule Planner

MONDAY				TUESDAY			
Main Lab 8:00-11:30 AM	Smart Lab 8:00-11:30 AM	PE 8:00-11:30 AM	Support Lab 8:00-11:30 AM <i>By Recommendation Only</i>	Main Lab 8:00-11:30 AM	Smart Lab 8:00-11:30 AM	PE 8:00-11:30 AM	Support Lab 8:00-11:30 AM <i>By Recommendation Only</i>
Main Lab 12:00-3:30 PM	Smart Lab 12:00-3:30 PM	PE 12:00-3:30 PM	Support Lab 12:00-3:30 PM <i>By Recommendation Only</i>	Main Lab 12:00-3:30 PM	Smart Lab 12:00-3:30 PM	PE 12:00-3:30 PM	Support Lab 12:00-3:30 PM <i>By Recommendation Only</i>
Main Lab 4:00-7:30 PM	Smart Lab <b>NONE</b>	PE <b>NONE</b>		Main Lab 4:00-7:30 PM	Smart Lab <b>NONE</b>	PE <b>NONE</b>	

WEDNESDAY				THURSDAY			
Main Lab 8:00-11:30 AM	Smart Lab <b>NONE</b>	PE 8:00-11:30 AM	Support Lab 8:00-11:30 AM <i>By Recommendation Only</i>	Main Lab 8:00-11:30 AM	Smart Lab 8:00-11:30 AM	PE 8:00-11:30 AM	Support Lab <b>NONE</b>
Main Lab 12:00-3:30 PM	Smart Lab <b>NONE</b>	PE 12:00-3:30 PM	Support Lab 12:00-3:30 PM <i>By Recommendation Only</i>	Main Lab 12:00-3:30 PM	Smart Lab 12:00-3:30 PM	PE 12:00-3:30 PM	Support Lab 12:00-3:30 PM <i>By Recommendation Only</i>
Main Lab 4:00-7:30 PM	Smart Lab <b>NONE</b>	PE <b>NONE</b>		Main Lab 4:00-7:30 PM	Smart Lab <b>NONE</b>	PE <b>NONE</b>	

- ii. Southwest Secondary Learning Center students are provided with a high tech elective, Smart Lab, offered in grades 9 through 12 (required in grades 9-10 and offered to grades 11-12). Smart Lab is 21st century college and career learning lab that focuses on the exploration of S.T.E.A.M. (science, technology, engineering, art and mathematics). In Smart Lab, students apply leading-edge technology to academically focused, I.S.T.E. standards-based projects. The student centered curriculum adapts to learners of different abilities and learning styles resulting in challenged and engaged students learning real-world skills in an academic context. Students work in pairs on challenging hands-on projects that are flexible and open-ended. They complete 8 projects a year as well as an E-portfolio to showcase all of their work. Students are challenged every day to use critical thinking skills, to problem-solve, to collaborate and to communicate.

**School's Narrative Response:** Students at Southwest Secondary Learning Center are offered the opportunity to participate in Smart Lab in grades 9-12. This is an elective credit and is required in grades 9 and 10. Smart Lab is a 21st century college and career learning lab that focuses on the exploration of S.T.E.A.M. (science, technology, engineering, art, and mathematics). In Smart Lab students are exposed to the 8 systems of technology\*. Students participate in project-based learning in which they select an open-ended project in four-week cycles. They are required to utilize the vast technological resources at their disposal to create and demonstrate project outcomes.

**\*The 8 systems of technology are 3D Printing and Computer Programming, Circuitry, Computer Graphics, Computer Simulation, Mechanics and Structures, Publishing and Multimedia, Robotics and Control Technology, Science and Data Acquisition.**

- iii. The Southwest Secondary Learning Center provides students and families with a "Sponsor" teacher that acts as an intermediary to all areas of the school.

**School's Narrative Response:** Please see 5.i above.

- iv. The Southwest Secondary Learning Center provides students with online courses that can be accessed 24 hours a day/ 7 day a week from anywhere they have access to the internet.

**School's Narrative Response:** Students at Southwest Secondary Learning Center are provided with an Edgenuity account which may be accessed anywhere there is a high-speed internet connection, and is available 24 hours a day / 7 days a week.

- v. Southwest Secondary Learning Center students have access to dual-credit college coursework.

**School's Narrative Response:** Students at Southwest Secondary Learning Center have the ability to participate in dual enrollment programs. The school maintains memorandum of understanding with both CNM and UNM. This provides college and career readiness by allowing students to bridge to post-secondary schedules and rigorous coursework.

6. **Governance:**

- i. The School shall be governed by a governing body in the manner set forth in the governing body's bylaws, incorporated herein by reference.

**School's Narrative Response:** Southwest Secondary Learning Center at all times maintains a Governance Council composed of five members as stated in by-laws. Per Article 1 of the SSLC Governing Council by-laws, their primary duty is to set school policy, review, approve, and monitor the budget.

- ii. The School's Governing Body shall have at least five members at all times; the exact

number of Governing Body Members shall be specified in the bylaws.

**School's Narrative Response:** Per the Governance Council by-laws Southwest Secondary Learning Center has not allowed its membership to drop below five members during the charter term.

- iii. The School shall notify the Commission of all changes in membership within 30 days of the change.

**School's Narrative Response:** Southwest Secondary Learning Center notifies the Public Education Commission via the CSD anytime there is a change in membership of the Governance Council. Changes are submitted to Laurel Pierce at PED.

- iv. The Charter School shall replace any member who is removed or who resigns within 45 days of such removal or resignation.

**School's Narrative Response:** Southwest Secondary Learning Center has not had an individual lapse in membership greater than 45 days during the charter term.

- v. No member of the Governing Body shall serve on the governing body of another charter school, unless the School has been granted a discretionary waiver from the Secretary.

**School's Narrative Response:** Each Governance Council member signs an affidavit guaranteeing they are not a member of another school's council when taking on a position on the SSLC Governance Council. All council members signed the affidavit for contract renewal/negotiations in May 2018 and membership has not changed since that time. Contract approved June 6, 2018.

- vi. All governing body members shall comply with training requirements established in Section 6.80.5 NMAC, as amended.

**School's Narrative Response:** In both years of the charter term all council members completed mandated/required training hours.

- vii. The School shall notify the Commission within 15 days of any and all allegations of, or convictions for, inappropriate contact with a student or other minor by a member of the Governing Body, and shall notify the Commission within 15 days of allegations of, or convictions for, any crime related to the misappropriation of school funds or theft of school property by a member of the Governing Body.

**School's Narrative Response:** There were no allegations of mis-conduct by any member of the Southwest Secondary Learning Center Governance Council during the charter period.

viii. The members of the Governing Body have a duty to comply with the provisions of this Contract, all applicable laws, including, without limitation, the Act, all regulations, and reporting requirements.

**School's Narrative Response:** All Southwest Secondary Learning Center Governance Council members signed a certificate of assurances to follow all applicable laws pertaining to the functioning of Southwest Secondary Learning Center. These assurances were signed in May 2018 prior to contract negotiations for the June 6, 2018 charter contract.

ix. The Governing Body is responsible for the policy decisions of the School; is responsible for hiring, overseeing, and terminating the Head Administrator of the School; and is entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

**School's Narrative Response:** Per Articles 1 – 11 of the Council by-laws, the Southwest Secondary Learning Center is responsible for all items listed in item ix. Specifically see Article 3: Governance Council member duties.

x. The Governing Body shall, at all times, be qualified to act as a qualified board of finance as demonstrated in which is incorporated by reference.

**School's Narrative Response:** In the most recent contract between Southwest Secondary Learning Center and the New Mexico Public Education Commission dated June 6, 2018, Appendix F contains affidavits from each Governance Council member stating they 1) are not a member of any other Governance Council, 2) have not been a member of any *other* Governance Council that has had its board of finance revoked, and 3) they understand the conflict of interest policies set forth in their board by-laws (Article 7).

xi. In order to initially become qualified as a board of finance, the school shall provide:

a. The names, home addresses, personal email addresses, and personal phone numbers of each member of the board;

**School's Narrative Response:** Southwest Secondary Learning Center maintains a complete list of board members names, home addresses, personal email addresses, and phone numbers on site. In addition, the PED/CSD and PEC are notified per our contract when there is a change in membership or an unfilled vacancy. Please see Exhibit 1 for the Statement of Governing Body to Consult with PED.

b. A statement signed by every member of the Governing Body stating that the Governing Body agrees to consult with the Department on any matter not covered by the manual of accounting and budgeting before taking any action relating to

funds held as a board of finance;

**Exhibit 1:**

**STATEMENT OF GOVERNING BODY TO CONSULT WITH PED**

We, the undersigned, make up the governing body of the **Southwest Secondary Learning Center**, located in Albuquerque, New Mexico.

In accordance with 6.80.4.16 NMAC, we agree to consult with the New Mexico Public Education Department on any matter not covered by the manual of accounting and budgeting before taking any action related to funds held as a board of finance.

We make this statement as part of Southwest Secondary Learning Center's application to the Public Education Commission for status as a board of finance under 6.80.4.16 NMAC.

We understand that we must retain or hire a Licensed School Business Manager as soon as financial feasible and, thereafter, notify the New Mexico Public Education Commission within 30 days of hiring and/or changing in a Licensed School Business Manager for the school, and a new, signed "Affidavit of Financial Custodian" must be submitted.

We understand that we must submit an Affidavit of Governing Body Member to the Public Education Commission within 60 days of a change in membership of our governing body.

THE FOLLOWING MEMBERS OF THE **Southwest Secondary Learning Center** GIVE THE FOREGOING STATEMENT THIS 11<sup>th</sup> DAY OF JULY, 2018.

1.  \_\_\_\_\_  
[signature]  
Robert J. Hammett  
[print]

2.  \_\_\_\_\_  
[signature]  
Laura Sarcfers  
[print]

3.  \_\_\_\_\_  
[signature]  
Sean L. Hendrickson  
[print]

4.  \_\_\_\_\_  
[signature]  
Krista Key  
[print]

5.  \_\_\_\_\_  
[signature]  
Michael C. Hamel  
[print]

Attach additional pages if membership exceeds five.  
Revised 10-9-2011

- c. A signed affidavit from each member of the Governing Body member declaring that the member is not a member of the governing body of any other charter school, unless it has been granted a waiver by the Secretary for that purpose, and that the member was not a governing body member of another charter school that was suspended and was not reinstated, or failed to receive or maintain its board of finance designation; and

**School's Narrative Response:** In the most recent contract between Southwest Secondary Learning Center and the New Mexico Public Education Commission dated June 6, 2018, appendix F contains affidavits from each Governance Council member stating they are not a member of any other Governance Council.

- d. An affidavit or affidavits, signed by the School's licensed business official who will be given the responsibility of keeping the financial records of the School, describing the training completed, professional licensure held and degrees earned by him or her;

**School's Narrative Response:** Please see Exhibit 3 below Affidavit from school's licensed business official.

**Exhibit 3:**

**AFFIDAVIT OF FINANCIAL RECORD CUSTODIAN**

STATE OF NEW MEXICO )  
COUNTY OF \_\_\_\_\_ )

I, Michael J Vigil, [affiant] after being duly sworn, state:

- I live in the City of Albuquerque, County of Bernalillo, New Mexico.
- In accordance with 6.80.4.16 NMAC, I agree to accept the responsibility of keeping the financial records of the charter school and recognized that I am in charge of maintaining public funds with fidelity and in accordance to public finance laws, rules and regulations.
- I have completed the following training in the maintenance of financial records:
  - NMASBO
  - NM Certified Public Accountant Continuing Professional Education
  - NM State Auditor training
- Attached is a certificate of insurance that indicates that I am adequately bonded to take this responsibility.
- I have earned the following certificates, licensures and/or degrees:

Certificate, licensure or degree	Educational Institution	Date	Current Yes/No
NM CPA License 3649	NM State Board of Accountancy	Renewed 9/30/2018 Issued 12/13/1990	Yes
NM Level II school business official	NM Public Education Department	Issued 07/01/2015 expires 06/30/2024	Yes
NM CPO-2015-86745-00-154	NM General Services Department	Issued 11/02/2017	Yes

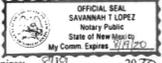
FURTHER AFFIANCE SAYETH NAUGHT.

[Signature] Date 5/25/18  
[Signature of Affiant] Date

Michael J. Vigil  
[Print Name of Affiant]

**VERIFICATION**

The forgoing Affidavit of Financial Records Custodian was subscribed and sworn to before me, this 25 day of May, 2018.

[Notary Seal:]  [Signature]  
NOTARY PUBLIC

My commission expires: 5/21/20, 2020.

Revised 10-5-2011

- e. A copy of a certificate of insurance that indicates that the person who will be entrusted with handling the funds of the School is adequately bonded.

**School's Narrative Response:** Please see Exhibit 4 Certificate of Property Insurance to include crime and theft.

**Exhibit 4:**

**ACORD**  
**CERTIFICATE OF PROPERTY INSURANCE**

DATE (MMDDYYYY) 05/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURENUS, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

<b>PRODUCER</b> Poms & Associates Insurance Brokers CA License #0814733 5700 Campus Ave. #400 Woodland Hills CA 91367	<b>AGENT</b> Justin Perkins PHONE (800) 575-3802 FAX (818) 449-2321 ADDRESS perkins@pomsasso.com PRODUCER #0016202 CUSTOMER #
<b>INSURED</b> New Mexico Public Schools Insurance Authority Member Southwest Secondary Learning Center 410 Old Tees Highway Santa Fe NM 87501	INSURED # Berkeley Regional Insurance Company INSURED # INSURED # INSURED # INSURED #

CERTIFICATE NUMBER: SW Secondary REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101 Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY ENDORSEMENTS.

LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMDDYYYY)	POLICY EXPIRATION DATE (MMDDYYYY)	COVERED PROPERTY	LIMITS
A	PROPERTY				BUILDING	\$
	COLLECT OF LOSS				PERSONAL PROPERTY	\$
	BASIC				BUSINESS INCOME	\$
	BROAD				EXTRA EXPENSE	\$
	BREACH				RENTAL VALUE	\$
	EARTHQUAKE				BLANKET BUILDING	\$
	WIND				BLANKET PERM PROP	\$
	FLOOD				BLANKET BLDG & PP	\$
						\$
						\$
INLAND MARINE	TYPE OF POLICY				\$	
COPIES OF LOSS					\$	
NAMED PERILS	POLICY NUMBER				\$	
CRIME				Employee Theft	\$ 2,000,000	
TYPE OF POLICY	BSOV45001509-22	07/01/2017	07/01/2018	Forgery or Alteration	\$ 2,000,000	
				Faithful Performance	\$ 1,000,000	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Crime Coverage- Faithful Performance of Duty Coverage for Governmental Employees and Employee Theft for Espanola Public Schools

<b>CERTIFICATE HOLDER</b>  EVIDENCE OF COVERAGE	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE:
---	---

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- xi. Within 30 days of the change to any member of the Governing Body or the School’s licensed business official who will be given the responsibility of keeping the financial records of the charter school, the school shall resubmit all information required in Section 4. Subsection 6.xi (a)-(e) above, revised to reflect the changes in staffing or board membership.

**School’s Narrative Response:** Southwest Secondary Learning Center maintains a complete list of board members names, home addresses, personal email addresses and phone numbers on site. In addition, the PED/CSD are notified per our contract when there is a change in Governance Council membership, an unfilled vacancy, or a change in Business manager.

- xii. If at any time, the School’s qualification as a board of finance is revoked by the Department, the Commission shall, at its next regularly scheduled meeting, consider whether to commence revocation proceedings to revoke the School’s Charter. If the Commission decides not to revoke the charter, the School shall be required to develop and successfully implement a Corrective Action Plan to address the conditions and causes of the revocation of the School’s qualification as a board of finance.

**School’s Narrative Response:** Southwest Secondary Learning Center’s Board of Finance was revoked on August 28<sup>th</sup>, 2014. Following several sets of corrective action plans put forth by the Public Education

**Department, Southwest Secondary Learning Center's Board of Finance was restored on January 1, 2018.  
Please see Exhibit 5.**

**Exhibit 5:**



STATE OF NEW MEXICO  
PUBLIC EDUCATION DEPARTMENT  
300 ISON GASPAR  
SANTA FE, NEW MEXICO 87501-2786  
Telephone (505) 827-5800  
www.ned.state.nm.us

CHRISTOPHER N. RUSZKOWSKI  
SECRETARY DEPARTMENT OF EDUCATION

BOHANA MARINEZ  
SECRETARY

December 18, 2017

Ms. Cheryl Brody  
Governing Board of Education President  
Southwest Secondary Learning Center (SSLC)  
6231 Goldfield Pl., NE  
Albuquerque, NM 87111

Dear Ms. Brody:

On August 28, 2014, Public Education Secretary Hanna Skandersa suspended the Southwest Secondary Learning Center's (SSLC's) Board of Education's board of finance authority. I am pleased to inform you that effective January 1, 2018, I am returning board of finance authority to the SSLC Charter School Board.

SSLC finances have improved such that: the Public Education Department (PED) has not implemented any financial improvement actions for a period of six months; all prior financial improvement actions have been completed; the school has a positive cash position in all areas and strong transaction cycles; the school employs a PED issued Level II licensed school business official and preliminary reports regarding the fiscal year 2017 (FY17) audit indicate few or minor issues when the Public Education Department's audit is made public.

The improvement in your school's financial operations is the result of cooperative efforts by both PED and charter staff over the last three and one half years. Because of their joint diligence, a new financial system is now in place to facilitate appropriate management controls, strengthen board review procedures and improve policy level input regarding district financial activities. Continued progress will require a unified effort by both your board and your charter administration.

During the time PED operated as your fiscal agent, the SSLC Charter School Governing Board continued to exercise its statutorily mandated policy-making and employment roles. These functions positively contributed to the stability of charter operations, and were a necessary precursor to allow work to be completed on financial performance improvement.

Southwest Secondary Learning Center Board of Finance  
December 18, 2017  
Page 2 of 2

Our return of board of finance authority to the SSLC Charter School Governing Board of Education will not diminish our interest in the school's financial activities. The business manager will be required to demonstrate evidence of effectively and efficiently performing at the required level of expertise and shall hold a PED issued Level II Business Manager License for the remainder of the year. The licensed school business manager is required to report to the Head Administrator and work collaboratively with the school's Finance Committee.

As a result of what had already been accomplished together, it is likely that the financial environment will continue to improve. The PED will continue to work with you as a partner to ensure that the charter school perpetuates the positive gains it has made with its finances and ensure the best environment for educating students.

Respectfully,



Christopher N. Ruszkowski  
Secretary Designate, NM Public Education Department

CNR/de

cc: Walter Feldman, Interim Head Administrator, Southwest Secondary Learning Center  
Sean Fry, Business Manager, Southwest Secondary Learning Center  
Marian K. Rael, Acting Deputy Secretary, Finance and Operations, PED  
David Craig, Director, School Budget & Finance Analysis Bureau, PED  
Pamela Bowker, Deputy Director, School Budget & Finance Analysis Bureau, PED  
Vince Vigil, Budget Analyst, School Budget & Finance Analysis Bureau, PED

**7. Operation:**

- i. The School shall be nonsectarian in its charter school programs, admission policies and employment practices and all other operations, states the School's admission policies and procedures.

**School's Narrative Response:** Southwest Secondary Learning Center is non-sectarian and admits students by a lottery process. SSLC complies with Department of Labor hiring practices. In addition, as part of their oversight responsibilities, each Governance Council member signed an assurance that the school is in compliance with Sections 22-2-4 (A) – (D) and NMSA 22-8B\_4.1 NMSA 1978. Please see Exhibit 6 and 7.

## Exhibit 6:

### CERTIFICATE OF ASSURANCES

My name is Deborah J. Karsdel and I reside in Bosque Farms, NM. I am a member of the governing body for Southwest Secondary L.C., a charter school which is located at 2000 Pruden Ave. I certify that the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-88-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process does not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
6. The governing body does not and will not contract with a for-profit entity for the management of the CHARTER SCHOOL.
7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.
11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disability Education Act.
12. The CHARTER SCHOOL provides equitable access to and participation in its federally assisted program for students, teachers, and other program beneficiaries with special needs.
13. Meetings of the CHARTER SCHOOL Governing Body comply with the New Mexico Open Meetings Act, Sections 10-15-1 et seq., NMSA 1978 and the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978.
14. The CHARTER SCHOOL complies with all requirements of the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.
15. The CHARTER SCHOOL has and will adopt all policies and procedures required by the Public School Code, the New Mexico Administrative Code, and the Public Education Commission.
16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.
17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.
18. The CHARTER SCHOOL has and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Deborah J. Karsdel Printed Name  
[Signature] Signature  
May 20, 2018 Date

## Exhibit 7:

### Southwest Secondary Learning Center Lottery Procedure

#### The letter of intent and how the lottery system works.

Southwest Secondary Learning Center is a charter school for students who choose to apply for enrollment. The following procedures are necessary, as enrollment interest often exceeds the enrollment capacity of the school.

Students are admitted through a lottery system. Parents wishing to enroll their student(s) must submit a Letter of Intent. At the beginning of January, the window opens for the receipt of new Letters of Intent to be placed into the lottery pool for the subsequent year. In the second week of February Letters of Intent to Return are collected for current students who wish to return the following year. In the second week of March, a lottery will be held to determine placement order and the waiting list for the subsequent year. Families have two weeks to accept the position offered to them for the subsequent year.

The window for Letters of Intent remains open the entire school year. When a vacancy occurs it is filled immediately if there is an available candidate on the wait list. Families have one week to accept the position during the school year.

Southwest Secondary Learning Center's enrollment policy prohibits discrimination on the basis of disability, race, creed, color, gender identity or expression, national origin, religion, or need for special education services.

As per New Mexico State statute the lottery will be governed by the following guidelines:

1. If a student is chosen in the school's lottery and there is a sibling who is eligible to attend that same school, the sibling will be given preference for the following school year.
2. Students selected to enroll in Southwest Secondary Learning Center will be able to re-enroll for the following school year provided the family has completed and returned, by the deadline, a "Letter of Intent to Return." The student should be in good standing at the school.

- ii. The School shall comply with all federal and state laws relating to the education of children with disabilities.

**School's Narrative Response:** Southwest Secondary Learning Center has adopted the NMPED Manual for Special Education in its entirety to provide education for students with disabilities. As part of their oversight of the operations, each Governance Council member signed assurances that SSLC complies with applicable state and federal laws/rules for identifying and providing special education services. See assurances 7 and 11. In addition, the Governance Council Policy Manual indicates accepted documents in their entirety to include the PED Special Education Manual.

*B.17 Documents Accepted as Policy*

The Board hereby adopts and makes part of this policy manual the following documents: the Curriculum and Standards Alignment, Educational Plan for Student Success; the CNM, UNM, and New Mexico Tech Dual Credit Agreements; the Parent and Community Plan; the Safe School Plan; the Wellness Plan; the Student Behavior Handbook, Acceptable Use Policy, and the Student Code of Conduct; Accounting Policies and Procedures; the Mentorship Plan; the Educational Technology Plan; the Special Education Manual and the Student Assistance Team Manual (SAT); and the Employee Handbook.

- iii. The School shall comply with applicable federal, state and local rules, regulations and statutes relating to health, safety, civil rights and insurance.

**School's Narrative Response:** Southwest Secondary Learning Center complies with all federal, state and local rules relating to health, safety, civil rights, and insurance. The charter school had its Safe School Plan approved May 10<sup>th</sup>, 2018. As part of their oversight of the operations, each Governance Council member has signed assurances that the charter school complies statutes. See assurances 2, 5, 9, 10, 11, 15, and 17.

- iv. The School shall, in accordance with the Compulsory School Attendance Act, maintain records to document daily student attendance and shall make such records available for inspection upon request of the Commission and the Department. The School shall comply with the number of overall instructional hours required by statute, based on the grade levels served, which may be verified through budget reporting.

**School's Narrative Response:** Southwest Secondary Learning Center complies with the Compulsory School Attendance Act. This requires that attendance be taken in every class period and is then recorded in Power School. Per school reporting requirements put forth by the Public Education Department, SSLC records all required attendance reports in the STARS system.

- v. The School shall maintain student records in accordance with all other New Mexico public records retention requirements.

**School's Narrative Response:** Southwest Secondary Learning Center maintains student records per The

**Family Educational Rights and Privacy Act (FERPA). In addition, student records are scanned to a digital format and maintained by the school in perpetuity.**

- vi. The School shall allow the Commission and the Department to visit each school site at any reasonable time.

**School's Narrative Response:** Southwest Secondary Learning Center maintains an open door philosophy. Two annual site visits are conducted per school year. For FY19 the annual site visits will occur on October 3, 2018, and April 25, 2019.

- vii. The School shall allow the Commission and the Department to conduct financial, program or compliance audits and shall hold open for inspection all records, documents and files relating to any activity or program provided by the School relating to the School. All books, accounts, reports, files and other records relating to this Charter and Contract shall be subject, during normal business hours, to inspection and audit by the State for five years after termination of the Charter and the Contract.

**School's Narrative Response:** Southwest Secondary Learning Center complies with state mandated financial audits. For FY19 our audit of financial records and procedures is scheduled for August 27/28, 2018. The audit will be completed by CliftonLarsonAllen, LLC.

- viii. The School shall notify the Commission and the Department within 15 days of the allegations of, or convictions for, inappropriate contact with a student or other minor by any staff member, employee, or contractor and shall notify the Commission within 15 days of allegations of, or convictions for, any crime related to the misappropriation of school funds or theft of school property by any staff member.

**School's Narrative Response:** Southwest Secondary Learning Center has not received or reported to the Commission any allegations of misconduct, convictions or inappropriate contact with students by current employee and/or contractor of the charter school during the contract period.

- ix. If the School receives federal grant funds that flow through the Department, the School shall timely submit financial and other reports required by the Department for the School's receipt of such funds.

**School's Narrative Response:** Southwest Secondary Learning Center receives an award letter, requests funds, completes a BAR, approves the BAR, and enters the funds into the budget. Once the funds are entered into the budget SSLC follows the approved accounting system for accessing funds. SSLC submits financial and other reports in a timely manner.

- x. The School shall comply with applicable federal, state and local rules, regulations and statutes relating to public education unless the School is specifically exempted from the provision of law. All members of the Governing Body shall sign a certificate, in the form attached hereto as, certifying their compliance with all federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools. Within 30 days of any change to the membership of the Governing Body, the School shall provide a signed certification from any new members in the form, which will be incorporated into this Contract.

**School's Narrative Response:** Southwest Secondary Learning Center's Governance Council provided signed assurances to the Commission for SSLC's most recent contract negotiation, which resulted in an executed contract on June 4, 2018. Assurances were signed by all council members and are a part of our current working contract.

- xi. The School shall identify the non-discretionary waivers the School is utilizing and the discretionary waivers the School has requested from the Secretary in, incorporated herein by reference.

**School's Narrative Response:** Southwest Secondary Learning Center identified standard non-discretionary waivers in its most recent contract dated June 4, 2018. This includes: Individual Class Load, Length of School Day, Staffing Pattern, Purchase of Instructional Materials, Principal Duties, and Driver's Education.

- a. If the school requests from and is granted a discretionary waiver by the Secretary at any point during the Term, the School shall file a notification within 30 days of approval from the Secretary with the Commission to amend the Contract to reflect such waiver.

**School's Narrative Response:** Southwest Secondary Learning Center did not request any discretionary waivers for the current contract period

- b. If the School begins making use of any additional non-discretionary waivers at any point during the charter term, the School shall file a notification within 30 days of first use of the waiver with the Commission to amend the contract to reflect the use of such non-discretionary waiver.

**School's Narrative Response:** Southwest Secondary Learning Center did not make use of additional non-discretionary waivers during the current contract period.

8. **Use of Volunteers:** The School covenants and represents that all volunteers it allows access to its students or the Facility will comply with state regulations regarding the use of volunteers set out in Section 6.50.18 NMAC.

**School's Narrative Response:** Southwest Secondary Learning Center complies with Section 6.50.18 NMAC with regards to use of volunteers. At this time there is no use of "regular" or "spontaneous" volunteers in classrooms and/or school sanctioned event. All contractors and visitors are required to use the ScholarChip program when entering the building. This is another added layer of security in addition to background checks.

9. **Background Checks:** The School shall comply with the requirements of Section 22-10A-5 NMAC 1978, relating to background checks for all staff, instructors, and volunteers, in whatever capacity, working with its students or at the Facility.
- i. The School shall develop and implement policies and procedures to require background checks on an applicant who has been offered employment, and for all volunteers, contractors and contractor's employees with unsupervised access to students at the public school. The School shall comply with the Criminal Offender Employment Act.

**School's Narrative Response:** Southwest Secondary Learning Center requires background checks of all applicants who have been offered employment, and for volunteers, contractors, and contractors employees. See below Board of Directors Policy Manual G.14.

*G.14 Background Investigations*

All school personnel must submit to a background investigation prior to employment at the school. The potential employee may be asked to pay for any costs associated with the background check. The Board directs the administration to utilize the services of state-recognized providers (including the PED) for the purpose of performing such checks.

A negative report on a background check will not necessarily disqualify a prospective employee from being offered a position with the school. However, the Board directs the administration to notify the full Board prior to offering a position to any person failing to maintain a "clean" background investigation. The Head Administrator may use information obtained in the course of the background check to make an informed decision as to the suitability for employment – subject to State and Federal laws and regulations.

- ii. The Head Administrator of the School shall report to the Department any known conviction of a felony or misdemeanor involving moral turpitude of a licensed or certified school employee.

**School's Narrative Response:** Southwest Secondary Learning Center has had no known conviction of a felony and/or misdemeanor involving moral turpitude of a licensed or certified school employee during the contract period.

iii. The Head Administrator of the School or their respective designees shall investigate all allegations of ethical misconduct about any licensed or certified school employee who resigns, is being discharged or terminated or otherwise leaves employment after an allegation has been made, or incident occurs. If the investigation results in a finding of wrongdoing, the Head Administrator of the School shall report the identity of the licensed or certified school employee and attendant circumstances of the ethical misconduct on a standardized form to the Department and the licensed or certified school employee within thirty days following the separation from employment. No agreement between a departing licensed or certified school employee and the School shall diminish or eliminate the responsibility of investigating and reporting the alleged ethical misconduct, and any such provision or agreement to the contrary is void and unenforceable.

**School's Narrative Response:** Southwest Secondary Learning Center would investigate any and all allegations of ethical misconduct by any employee. No allegations of ethical misconduct have been reported by any employee during the contract period and to date.

10. **Sites:** The School shall provide educational services, including the delivery of instruction, at the following location(s):

Southwest Secondary Learning Center (9-12)  
10301 Candelaria Rd NE  
Albuquerque, NM 87112

The School shall ensure the Facilities meet the charter school facilities standards in Section 22-8B-4.2(A, C, D) NMSA 1978, and shall ensure that the facilities comply with all applicable federal, state and local health and safety standards and other applicable laws, regulations, and rules. The School shall provide the Lease(s) or Lease Purchase Agreement(s) for all facilities, which is attached to this contract as incorporated herein by reference.

**School's Narrative Response:** See Appendix D, Lease Agreement with amendment to maintain the building to occupancy standards.

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

## 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:**

Organizational Performance Framework Indicator	Summary of Comments by SEA (PED Charter Schools Division)	Narrative - Improvement actions made to meet all legal compliance requirements and the effectiveness of those actions in improving organizational performance and compliance.
IV.A-00	2017-18 CAP Findings	2017-18 CAP Responses
	<p><b>2016-003 Controls Over Cash Disbursements (Significant Deficiency) Repeated and Modified</b>  <i>Condition:</i> In 2 out of 25 disbursements tested, the purchase order was dated after the invoice date, indicating that the purchases were not properly approved before they were made. The amount of the disbursements noted equals \$899.59.</p> <p><b>Auditor’s Note:</b> The school has been making progress, new policies were drafted at the end of FY17.</p>	<p><b>Improvement Actions Taken:</b>            Southwest Secondary Learning Center has met response requirements in the annual monitoring tool in Web EPSS as follows:  <b>1.</b> SSLC completed and submitted the requested corrective action plan (CAP) for findings of material weakness, significant deficiency, and/or non-compliance contained in the audit  <b>2.</b> SSLC has submitted the requested the documentation adequately verifying that the correction action(s) for audit findings have been implemented and are being monitored for compliance.</p> <p>As stated, the ratings for IV- A.00 remain at “falls far below standard” because both findings in the 2017 were repeated from prior years.</p> <p><b>Specific Evidence:</b> This may be found in the 2017-18 Annual Monitoring Report under IV-A.00</p>
IV-A.001	2017-18 2016-005 Payroll (Significant Deficiency) Repeated and Modified	
	<p><i>Condition:</i> We tested 25 payroll transactions and noted the following:            - In 1 case, the I-9 form was not signed by the employee</p>	<p><b>Improvement Actions Taken:</b>            Southwest Secondary Learning Center has met response requirements as follows:  <b>1.</b> SSLC completed and submitted the requested corrective action plan (CAP) for</p>

	<ul style="list-style-type: none"> <li>- In 2 cases, the I-9 form was not signed by the employer</li> <li>- In 7 cases, there were incomplete copies of documents included with the I-9 form</li> <li>- In 2 cases, the I-9 on file is not complete; all appropriate sections are not filled out</li> <li>- In 1 case, the employee’s contract stated a particular number of installments over which their contract would be paid, but the employee’s contract was paid out over a different number of installments</li> </ul> <p><b>Auditor’s Note:</b> The school has been making progress, new policies were drafted at the end of FY17.</p>	<p>findings of material weakness, significant deficiency, and/or non-compliance contained in the audit.</p> <p><b>2.</b> SSLC submitted the requested the documentation adequately verifying that the correction action(s) for audit findings have been implemented and are being monitored for compliance.</p> <p>As stated, the ratings for IV- A.01 remain at “falls far below standard” because both findings in the 2017 were repeated from prior years.</p> <p><b>Effectiveness of Actions:</b> As stated in the most recent monitoring instrument report in Web EPSS dated 8/6/2018, “if there are no repeated compliance issues in the 2018 audit the school will either move to Working’s to Meet Standard or Meets Standard, depending on whether any other findings are noted.” The most recent audit was started on August 27 and 28 by CliftonLarsonAllen LLP and final results are expected by early November 2018.</p> <p><b>Specific Evidence:</b> This may be found in the 2017-18 Annual Monitoring Report under IV-A.01. <i>PLEASE SEE AUDIT SECTION 2.a. WITHIN THIS DOCUMENT.</i></p>
<b>III-A.03</b>	<b>Educational Plan – Special Education Workings to Meet Standard</b>	<b>Response to Rating</b>
	The PED team initially rated this item “Falls Far Below Standard” due to	Per the finalized monitoring instrument report the PED team stated, during the site

	<p>reasons stated in comments dated February 22, 2018 which include what appears to be mis-calculation of level of service using a 17.5 total instructional hours per week for all students with disabilities rather than the 28.0 instructional hours per week indicated on the approved 2017-2018 budget calendar which constitutes the minimum instructional hours per week required for all students (also allowing students to meet the 1080 minimum instructional hours per year required in NM Stat § 22-2-8.1. ) It was explained to the coordinator (K. Kingsolver) and head administrators/instructional coach (W. Feldman and C. Lutz) that such calculation may be perceived as differential treatment (that is students with disabilities are allowed/permitted to attend only 17.5 hours per week for a total of no more than 700 hours per year as opposed to the non-eligible students who are required to attend no less than 1080 hours per year as statute requires. The team advised the school that it may be beneficial to consult with its legal counsel in addition to contacting its Special Education Bureau education administrator for further guidance.</p>	<p>visit (immediately after speaking with the special education coordinator and instructional coach) the school worked on a letter to parents of eligible students. Specifically, the school provided evidence of a letter to parents of students with disabilities notifying them of the need to provide an additional 10.5 hours per week of instructional time for their students. The letter, for example, states that “beginning on Monday April 30, 2018, students with IEPs will be expected to participate at school and at home for an additional 10.5 hours per week. This will result in students working the recommended 28 hours per week. These hours will be monitored closely.” This letter appears to remedy the concern documented on 2.22.18.</p> <p><b>Additional Evidence:</b> Please see below Exhibit 1 below, letter to Special Education parents. In addition all IEP’s commencing in the school year 2018-2019 services will be based on a 28-hour week. No follow-up was requested by the PED team at this time.</p>
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	<p>Special Education Log: The PED team observed implementation of the special education log that documents service provision to eligible students as per Federal Programs Division (NMPED) memorandum dated September 13, 2016 which cited NMSA § 22-8-13 requiring LEAs to keep accurate records of direct and related services for the purpose of justifying their membership reporting. Specifically, section A states, “each school shall keep accurate records concerning membership.”</p>	<p><b>Exhibit 1:</b></p>  <p>10401 Candelaria Road, NE Albuquerque, NM 87112-1504 505-296-7677 FAX 505-296-0510 <a href="http://www.sslc-nm.com">www.sslc-nm.com</a></p> <p>April 27, 2018</p> <p>Hello Parents,</p> <p>If you are receiving this email your child currently has an IEP at SSLC.</p> <p>The State of New Mexico Department of Education (NMPED) has reviewed the records of student with disabilities and has made the following recommendation(s) to help the SSLC comply with all current State requirements. Within the last two years, the number of students with disabilities attending our school has increased dramatically requiring the school to adapt to student needs and provide equitable programs to all students.</p> <p>Beginning on Monday, April 30, 2018, students with IEPs will be expected to participate at school and at home for an additional 10.5 hours per week beyond the regular schedule (five sessions) for a total of 28 hours per week. These hours will be monitored closely. Licensed Special Education teachers will be available to help students with IEPs on Friday mornings, and as communicated earlier this week, students may also elect to attend an evening session Monday through Wednesday (4:00 pm – 7:30 pm) to meet this 10.5 hour requirement to reach the 28 hour recommend hours. This new arrangement provides more robust access to curriculum for students when they are not in school.</p> <p>This change does not alter your student's Special Education service hours through hours per week as listed in your current IEP. Addendums will be scheduled to reconcile these additional hours at registration for the 2018-19 school year.</p> <p>Going forward into next year <u>all students</u> will be monitored to ensure they are working the required hours per week and progressing in their core curriculum. Addendums and IEPs will be scheduled at registration next year and in some cases early IEPs may be necessary.</p> <p>Please feel free to contact us with any questions.</p> <p>Sincerely,</p> <p>Christine B. Lutz Academic Coach <a href="mailto:clutz@sslc-nm.com">clutz@sslc-nm.com</a></p> <p>Karen Kingsolver Director of Special Education <a href="mailto:kkingsolver@sslc-nm.com">kkingsolver@sslc-nm.com</a></p> <p>The special education coordinator (K. Kingsolver), for example, provided an Excel form that tallied “direct” and “indirect” services provided to students on a daily basis. concern identified above. Consequently, the item will be rated “Working to Meet Standard.”</p> <p><b>No follow-up was requested by the PED team at this time.</b></p>
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III.A-04	Educational Plan – English as a Second Language Working to Meet Standard	Response to Rating
	<p>There were several discrepancies between the STARS data and the students being serviced at the school. The Eligible English Learners report in STARS indicated 1 English Learner at the school yet the teacher was serving at least 5. The teacher provided a detailed description of the work she has done to support each of the 5 students. The description states that she is "in contact with Subject Teachers, clarifying the specific needs to each ELL student and how they can support them" and that she provides "individualized sheltered instruction and support" through meeting with students at most twice per month.</p> <p>The PED team provided a copy of the ELP Error Report for Snapshot (from STARS) and reviewed it with both the EL Coordinator and the Registrar. According to that report, two students should have been exited (RFEP): one is labeled by the school as IFEP (FC) and the other is listed as a Current EL (LS). Two students (WO and BP) were marked as IFEP that are receiving EL services (and, according to previous ACCESS scores, are English Learners. Two students (AM and GM) had ACCESS scores that did not meet proficiency and should be investigated to determine if they should not have been assessed or if they should be identified as EL.</p>	<p>The PED has rated this indicator "Working to Meet Standard" because the school provided some of the requested evidence. Specifically, the school provided evidence that it had researched and rectified "the data regarding the 10 students listed on the ELP Report" such as confirming for example that one student was "tested and qualified as ELL in APS...on 3/7/07 [which SSLC was just recently able to identify that her/his] parents will be notified via letter that [so that they] can elect to receive EL services for the 2018-2019 school year..."</p> <p>The school also provided an annual parent notification dated April 27, 2018 was also provided as evidence as requested. In addition, the school's plan is to hire "a Level III, TESOL Endorsed, SPED teacher who will be in charge of the program [i.e., EL services]." This position, to date, has not been filled according to the school.* <i>(*Note: This position was filled by the school in the summer of 2018.)</i></p> <p>Consequently, the request to "provide evidence of contacting Language and Culture Bureau" to ascertain that steps it has taken to rectify under-identification of specific students listed on the STARS ELP Error Report is appropriate has not occurred. Consultation with the Bureau should be completed within the first few weeks of school but certainly before the 1st of 2 site visits tentatively scheduled to occur during the 2018-2019 school year as this is the Bureau that can best assist the school in ensuring its identification process</p>

	<p>The PED team recommended the use of a form (in lieu of the HLS/LUS when those are not received from previous schools) to document how the school determined EL Status and that this form be placed in students' files when an HLS or LUS is not made available. (Of course, only students new to New Mexico Public Schools can be given a Language Usage Survey - LUS.) The information listed under "Resources" below with several attachments, including a sample form EL Status Determination Form, and was emailed to the EL Coordinator.</p>	<p>and Language Acquisition Program is sufficient. E-mail correspondence with Language and Culture Bureau (this request is required) as well as evidence of attendance of sessions (this request is optional) specific to the topic provided by Bureau staff (Kirsi Laine and Myra Valtierrez) at the Charter School Leadership Conference to be held June 21-22, 2019 (such as session sign-in and handout documents) should be gathered and made available to the site visit team at the 1st site visit in 2018-2019.</p> <p>The incoming Head Administrator attended an all-day workshop (on a Saturday) presented by the Language and Culture Bureau titled "Identifying, Serving and Exiting English Learners for Principals and School Leaders".</p> <p><b>Additional Evidence:</b> Southwest Secondary Learning Center has hired a TESOL endorsed instructor who will be monitoring and servicing ESL students. SSLC has also created an ESL policy pending approval by the Governance Council on September 12<sup>th</sup>, 2018. See Exhibit 2 below. ELL students were notified by mail as to their ESL status by the new TESOL endorsed instructor in August of 2018. See Exhibit 3 below. All student files documenting ESL status can be viewed on site.</p>
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**Exhibit 2:**

**Southwest Secondary Learning Center  
ESL (English as a Second Language) Policy**

**J.17 ESL – English as a Second Language**

In accordance with federal and state law, Southwest Secondary Learning Center will identify and service students who are identified as English Language Learners (ELL). Per the Every Student Succeeds Act (ESSA) an English Learner (EL) is defined as an individual:

1. who is aged 3 through 21;
2. who is enrolled or preparing to enroll in an elementary or secondary school;
3. who was not born in the United States or whose native language is a language other than English; who is a Native American or Alaska Native, or a native resident of the outlying areas; and/or who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or
4. who is migratory, whose native language is not English, and who comes from an environment where a language other than English is dominant; and
5. whose difficulties in speaking, reading, writing, or understanding English may be sufficient to deny the individual the ability to meet the challenging state academic standards;
6. whose ability to successfully achieve in classrooms where the language of instruction is English; or the opportunity to participate fully in society.

In addition, it is the policy of the state of New Mexico that every student who has a home language other than English and who is identified as ELL shall be provided the full opportunity to participate in an English as a second language (ESL) program. *The school shall:*

1. Design an ESL program that supports the attainment of language proficiency and allows meaningful access to all grade-level instruction.
2. Have parents complete the Language Usage Survey (LUS) upon initial enrollment in public school.
3. Request the LUS information for the newly enrolled student from their previous New Mexico school/district. The LUS will be kept in the cumulative file. The school shall conduct only one home language survey of each student.
4. Identify ELL students in need of language assistance services, and shall notify the parents within 30 calendar days after the beginning of the school year, or within two weeks of initial enrollment if not enrolled at the beginning of the school.
5. Ensure teachers who are assigned to ESL programs are appropriately certified to include holding TESOL or bilingual endorsement.

The school may classify a student as an ELL if the student's score on the state approved English proficiency test (WIDA Screener) is below the levels established by the state as indicative of reasonable proficiency. It is the policy of Southwest Secondary Learning Center to:

1. Identify, locate, and evaluate ELs with disabilities in a timely manner.
2. Consider the English language proficiency of ELs with disabilities in determining appropriate assessments and other evaluation materials.
3. Provide and administer special education evaluations in the child's native language, unless it is clearly not feasible to do so, to ensure that a student's language needs can be distinguished from a student's disability related needs.
4. Refrain from identifying or determining that EL students are students with disabilities because of their limited English language proficiency (ELP).
5. Provide EL students with disabilities with both the language assistance and disability related services they are entitled to under federal law—one does not supersede the other.

The school shall give written notice of the student's EL status classification to the parent. The notice must be in English and in the parent's primary language. The parents of students eligible to participate in the required ESL program shall be informed of the benefits of the school program.

Parents have right to opt out of ESL programs or services. In such case, the school shall provide support services within the general education classroom. ELL students must continue to take the annual ACCESS for ELLs assessment until they reach the minimum exit criteria. If a parent decides to opt his or her child out of ESL programs or particular ESL services, that child still retains his or her status as an ELL. The school shall continue to monitor the English language proficiency (ELP) and academic progress of students who opt out of EL programs and services.

The School may transfer an EL student out of ESL program if the student has a composite score of 5.0 or higher from WIDA ACCESS 2.0 for ELLs.

After it is determined that the EL no longer qualifies as an ELL, the district/school shall continue to monitor the student for at least two years for academic progress, just as it would an EL who has received ESL programs and services.

		<p><b>Exhibit 3:</b></p>  <p>10301 Candelaria Road, NE Albuquerque, NM 87112-1504 505-296-7677 FAX 505-296-0510 <a href="http://www.slcc-nm.com">www.slcc-nm.com</a></p> <p><b>Parent Notification Letter for a Child's Participation in an English Language Learner Program and/or Language Support Services</b></p> <p>Dear Parent/Guardian,</p> <p>Your student has been identified as receiving English Language Learner (ELL) services at a previous school. Based on the information from the previous school, your student will be placed in our English as a second language program. ESL instruction is instrumental in increasing a student's English Language proficiency and ability to acquire grade level academic content. We highly recommend that your student participate in and receive the benefits from our ESL program and/or language support services.</p> <p>The overall goal of the EL program and/or language support service is for students to become fully proficient in English and to meet grade-level state academic achievement standards. In New Mexico a student who has an overall score of 5.0 or higher on the annual ACCESS for ELLs® assessment is considered English language proficient.</p> <p>If your child has an Individualized Education Program (IEP), the EL program and/or language support service will assist in meeting the IEP goals with the support of ESL teacher.</p> <p>As mentioned, we highly recommend that your child participate in, and receive the benefits from, this EL program and/or language support service. However, you have the right to decline your child's participation in – opt your child out of – the EL program or language support services. Please contact the school at 505-296-7677 or email Cecil Orsun (<a href="mailto:corsum@slcc-nm.com">corsum@slcc-nm.com</a>) if you would like to schedule a parent conference to discuss options for your child or if you wish to opt your child out of the EL program or language support services.</p> <p>Sincerely,</p> <p>Cecil Orsun TESOL Coordinator/ESL teacher</p> <p>Christine Lutz Head Administrator</p>
<b>VI-A.01</b>	<b>Employees – Teacher Mentor Program Working to Meet Standard</b>	<b>Response to Rating</b>
	<p>The PED site visit team was informed by school that its night school (i.e., Session 3 from 4:00pm-7:30pm on Tuesdays and Wednesdays) is staffed only by educational assistants (i.e., 7th-week since school began) which is a violation of NM Stat § 22-10A-17.1(A). Statute states that “Educational assistants shall be assigned, and serve as assistants, to school staff duly licensed by the public education department. While there may be brief periods when educational assistants are alone with and in control of a classroom of students, their primary use shall be to work alongside or under</p>	<p>The PED Team has changed this rating from “Falls Far Below Standard” to “Working to Meet Standard” because the school has now provided evidence that a licensed instructor is overseeing the night school instead of the two (2) educational assistants previously assigned the task and a formal mentorship program (handbook) was observed at the site visit.</p> <p><b>No follow-up was requested by the PED team at this time.</b></p> <p><b>Additional Evidence:</b> To address formal teacher mentorship programs four teacher mentor-mentee teams were created for the 2018-2019 school year. Title II funds were designated to pay the mentors and a formal handbook</p>

	<p>the direct supervision of duly licensed staff.”</p> <p>Also, the PED site visit team observed evidence (e.g., contact log of activities) that two (2) novice teachers are being provided mentorship by a veteran teacher (i.e., academic coach) who confirmed that she is being compensated for the additional responsibility as required by state rule (see NMAC 6.60.10). However, no formal mentorship program (e.g., protocol) was provided to her by the school when asked what types of activities she has engaged in with novice teachers (e.g., observation and feedback meetings, review of NMTeach evaluation requirements, etc.).</p>	<p>was provided to the teams. Teams are scheduled to meet on a bi-weekly basis to document mentorship. See Exhibit 4 below.</p>
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**Exhibit 4:**


Wed 08/05/2018 10:04 AM  
**Christine Lutz**  
 FW: No Staff Meeting Friday - But please read.

To: Savannah Lopez

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**From:** Christine Lutz  
**Sent:** Wednesday, August 29, 2018 9:31 AM  
**To:** Staff SSI C <[SSI\\_C\\_Staff@ssic.nm.com](mailto:SSI_C_Staff@ssic.nm.com)>  
**Subject:** No Staff Meeting Friday -But please read.

Hi Team,

I don't have anything pressing that needs a full-on staff meeting, so I would like you to spend Friday catching up on your progress reports/emails to Denise/parents. This is the first week that we are giving warning for being behind. Also, I would like my teacher mentor mentees to have time to meet (please meet for 15 – 20 minutes).

\*\*\*\*Sponsor teachers/content teachers: we are still seeing some dates that are set incorrectly. Please be sure your content area dates are correct and also check on your sponsor list. Actual grade is not accurate unless the dates are.

**Some updates:**

1. I am hearing some complaints (students, some parents) about secure access. We need to stand firm and try it. I spoke with a couple kids this morning and reminded them that in a traditional school, they would be presented with material all week and then have to STUDY for a quiz at the end of the week. We should be announcing this in the ML every session. They just need the support that they CAN do this. Notes will become more important.
2. The Facility Master Plan Steering Committee meets at 4:30 tonight. I will keep you posted if I hear anything about the building.
3. With Rebecca's assistance, I submitted our school grade appeal yesterday. We will just have to wait for an answer. Thank you Bequiel
4. The auditors were here for two days and their parting comments were positive. That does not mean perfect... as this is a human process, we can only hope for the best. Let's keep our fingers crossed that our findings will be minimal. Thank you Heather (finances) and Savannah (personnel files) for all your hard work. ☺
5. Thank you for accommodating the Army recruiters. I could not say "no" to them. ☺

If there is something you need to share with me, just respond to this email.

Please have a wonderful and safe, long weekend!

*Christie*  
 Christine Lutz, Head Administrator

**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:**

Members 2018-2019	Role(s)	Service Term Begin Date	Service Term End Date	Committee Membership
Deborah Lansdell	President	July 26, 2017	Current	Audit, Building

Krista Keay	Vice-President	July 26, 2017	September 12, 2018	Building
Laura Sanders	Secretary	Dec. 12, 2017	Current	Budget, Finance
Sean Hendrickson	Member	July 13, 2016	Current	Budget, Finance
Michael Hamel	Member	July 11, 2018	Current	Audit
<b>Members 2017-2018</b>	<b>Role(s)</b>	<b>Service Term Begin Date</b>	<b>Service Term End Date</b>	<b>Committee Membership</b>
Steve Garrett	Member	August, 2015	September 13, 2017	Finance
Cheryle Brody	President	July 26, 2017	July 11, 2018	Finance, Audit
Krista Keay	Vice President	July 26, 2017	Current	Audit
Laura Sanders	Member	Dec. 12, 2017	Current	
Deborah Lansdell	Member	July 26, 2017	Current	
Sean Hendrickson	Member	July 13, 2018	Current	Finance

**Question:** Any time when membership on the governing body fell below the requirements in their by-laws or the statutory minimum of 5 members?

**Response:** In the contract period there was not a time when the governing body fell below the requirements in their by-laws or the statutory minimum of 5 members.

**Question:** Any time when the governing body did not maintain the required committee membership?

**Response:** During the contract period the governing body maintained the required committee membership.

**Question:** The amount of time any vacancies were open?

**Response:** During the contract period there was overlap between one resignation and one designation. At no time was there a vacancy.

**Question:** Any board members that did not complete required training hours in any of the years of the contract term?

**Response:** During the charter term all members completed the full ten hours of required Governance Council training.

\*Council member Krista Keay resigned September 12, 2018 and the Governance Council is seeking applications to replace Ms. Keay within the 45 day deadline. SSLC made the PEC/PED aware of the resignation within the 30 day deadline.

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