

Certification of Board Vote

Highlight and replace all capitalized text below.

Certificate Of Governing Body Vote

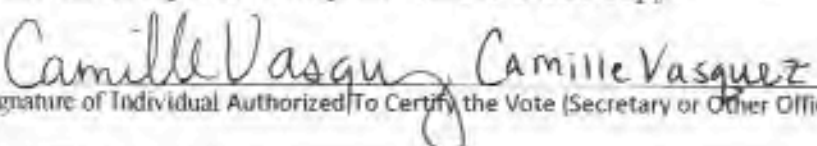
This document certifies that on May 21, 2019 at 6:00 PM a meeting of the Governing Body of Solare Collegiate Charter School, a New Mexico public charter school, was held at 1720 Bridge Blvd SW in Albuquerque, New Mexico. The meeting and all votes were conducted in compliance with the New Mexico Open Meetings Act.

A quorum of the Governing Body's members being present and voting, it was six (6) voted in favor and zero (0) opposed to approve the contract between Solare Collegiate and the Public Education Commission as presented.

The members voting in favor were: Veronica Gonzales- Zamora, Peter Lorenz, Subramanian Iyer, Camille Vasquez, Norma Binder, Michael Wallace

The members voting in opposition were: N/A

I, the undersigned, certify that this is a true copy.


Signature of Individual Authorized To Certify the Vote (Secretary or Other Officer)

Camille Vasquez

Solare Collegiate Governing Board Secretary

5/21/19

Charter Contract Between the
New Mexico Public Education Commission
And
SOLARE COLLEGIATE CHARTER SCHOOL

This Charter Contract, (the "Contract"), is hereby entered into by and between the New Mexico Public Education Commission, (the "Commission"), and Solare Collegiate Charter School, (the "School", and, together with the Commission, the "Parties"), a New Mexico Charter School, effective this 1st day of July, 2019.

WHEREAS, the Commission is created pursuant to Article 12, Section 6 of the New Mexico Constitution, with such powers and duties as are provided by law; and,

WHEREAS, the Commission is authorized pursuant to the Charter Schools Act, § 22-8B-1, *et seq.*, New Mexico Statutes Annotated, 1978, as amended and supplemented, (the "Act"), to, *inter alia*, authorize charter applications that meet the requirements of the Act, and to negotiate and execute, in good faith, charter contracts that meet the requirements of the Act with approved charter schools; and,

WHEREAS, the Commission is further authorized pursuant to the Act, to monitor charter schools' compliance with the requirements of the Act, and with the requirements of the charter and Contract for each approved charter school; and,

WHEREAS, the Commission is further authorized pursuant to the Act to determine whether an approved charter school merits suspension, revocation, or nonrenewal; and,

WHEREAS, the Commission approved the charter application for the School on August 24, 2018 (the "Charter"); and,

WHEREAS, pursuant to the Act and the Charter, the Commission and the School wish to enter into this Contract in compliance with the Act, and in order to set out the performance frameworks, as that term is defined in the Act, that define the financial, academic, and operations performance indicators, measures and metrics that will guide the evaluation of the School.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the Commission and the School agree:

SECTION 1: DEFINITIONS

Capitalized terms defined in this Section 1 shall have the meaning specified in this Section 1 wherever used in this Contract, including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms defined in the foregoing recitals, if not defined in this Section 1, shall have the same meaning as stated when used in this Contract, unless the context clearly requires otherwise.

"Audit Act" means § 12-6-1 through 12-6-14, NMSA 1978, as amended and supplemented.

"Chair" means the chairperson of the Commission, as elected by the members of the Commission, pursuant to the Act, from time to time.

"Charter Representative(s)" means Veronica Gonzales-Zamora and Rachael Sowards as the person(s) authorized to sign the Contract, and other documents, on behalf of the School, and to legally bind the School to the Contract and other documents as required under the Act.

"Comprehensive Educational Program" means an educational program that meets Department academic standards as identified in this contract.

"Compulsory School Attendance Law" means the compulsory school attendance law set out at § 22-12-1 through 22-12-9, NMSA 1978, as amended and supplemented.

"Corrective Action Plan" means a plan developed by the School and submitted to the Commission to remedy operational, or financial violations or problems.

"Criminal Offender Employment Act" means the criminal offender employment act set out at § 28-2-1, *et seq.*, NMSA 1978, as amended and supplemented.

"Days" means calendar days.

"Department" means the Public Education Department of the State of New Mexico, and its successors.

"Division" means the Charter School Division of the Department, and its successors.

"Effective Date" means the effective date of this Contract, which is July 1, 2019, found on the first page of this Contract.

"Facility" or "Facilities" means the facilities, including without limitation, all buildings classrooms, and other spaces owned or leased by the School, and used by the School, its staff, teachers, and students, for educational and recreational purposes, and other purposes connected with the Mission of the School.

"Governing Body" means the governing body of the School, and any successor thereto.

"Head Administrator" means a Charter Representative, as defined herein, who is also a licensed school administrator.

"Instructional Hours" means mandatory instructional time during which students are engaged in a School-directed program, and for which the School enforces the Compulsory School Attendance Law.

"Mission" means the educational and pedagogical mission of the School, as set out in Section 4.1 herein.

"NMAC" means the New Mexico Administrative Code, as amended and supplemented from time to time.

"NMSA, 1978" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented from time to time.

"Procurement Code" means §13-1-101, *et seq.*, NMSA 1978, as amended and supplemented from time to time.

"Public School Finance Code" means § 22-8-1, *et seq.*, NMSA 1978, as amended and supplemented from time to time.

"School Improvement Plan" means a plan developed by the School and submitted to the Commission to remedy academic performance.

"Secretary" means the Secretary of the Department, and his or her duly appointed successors.

"State" means the State of New Mexico.

"Term" means the term of this Contract, as set forth in Section 3, herein.

SECTION 2: SCOPE

1. This Charter Contract is entered into between the School and the Commission for the purpose of establishing a charter school to operate at the site(s) listed in Section 4.10. of this Contract.
2. The person authorized to sign and act on behalf of the Commission is the Chair, or such person as the Chair may lawfully designate from time to time.

The person(s) authorized to sign on behalf of the Charter School is/are the Charter Representative(s). The Charter Representative(s) affirm(s) as a condition of this Charter, that he/she is (one of) the above-described representative(s) of the Charter School and has the authority to enter into this Charter on behalf of the Charter School.

- i. The Charter School must maintain one or more Charter Representative(s), including one Charter Representative who is a Head Administrator, and provide contact information to the Commission within 30 days of the change of a Charter Representative(s).
 - ii. The Commission shall direct all communication with regard to the Charter and the Contract to the Charter Representative(s).
 - iii. The Charter Representative(s) shall respond to written communication from the Commission within the timeframe specified in the communication, which shall be no less than three business days absent exigent circumstance.
3. The Charter School is a public entity of the State of New Mexico, subject to all laws and regulations applicable to public entities.

SECTION 3: TERM

1. The term of this Contract shall be in full force and effect until June 30, 2024. The first fiscal year of the initial Term shall be used exclusively for School planning. The Contract will not automatically be renewed or extended; the Contract may be renewed by the Commission upon timely application by the School pursuant to the Act, and upon such terms and conditions as the Commission deems appropriate under the Act.
2. The School shall begin providing a Comprehensive Educational Program no later than the 2019-2020 school year, unless the School requests or is required to complete a second implementation year. Prior to commencing operations, the school shall demonstrate that it:
 - i. Has satisfied all conditions imposed by the Commission at initial approval;
 - ii. Has completed all requirements in the Commission's Implementation Year Checklist, described in Attachment A and made part of this contract; and
 - iii. Is qualified to act as a board of finance.
 - iv. If the School requests or is required to complete a second planning year, the School will be granted a one year suspension of the Charter.
 - a. A suspension will be lifted prior to the end of the year upon a showing that the School is prepared to commence operations, based on the Commission's implementation year checklist policy.
 - b. If the suspension is lifted, the term of the Charter will be amended to reflect the one year term of the suspension and retain the five year performance term.

- c. If the suspension is not lifted and the School is unable to demonstrate that it is prepared to commence operations; the suspension will be treated as a revocation of the charter.

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.
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. Through academic rigor, individualized supports, and character development, Solare Collegiate Charter School equips all students in grades five through eight with the academic and personal skills to excel in the high school and college of their choice.
 - 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;
 - b. Annually through any mission specific goals identified in the School's Performance Framework, Attachment B, incorporated herein by reference; and
 - c. At renewal, in the event that the School applies to the Commission for renewal, through a narrative in the renewal application.
3. **Enrollment Cap and Authorized Grade Levels:** The School is authorized to serve no more than 416 students in grades 5-8.
 - 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.
 - 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.
 - iii. The School may not exceed the building capacity of the Facility, as follows:
 - a. The building capacity of 1404 Lead Street SE is 1,014.
 - b. The building capacity of the permanent location at Gibson Ave SW and Barbados, 87121 will be provided prior to relocation to that facility.
4. **Partner Organization or Management Company** (Intentionally omitted):
 - i. ~~The School has a legal relationship with _____ that is distinct from a relationship with a non-profit foundation described in 4.5 of this contract. The legal agreement governing the relationship between the School and _____ is included as Attachment C.~~

incorporated herein by reference.

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

5. Relationship with a Non-Profit Foundation

- i. The school has a relationship with Solare Collegiate Foundation, a non-profit foundation the primary purpose of which is to provide financial support to the school or leases the facility for the charter school
- ii. The legal agreement or Memorandum of Understanding governing the relationship between the School and the foundation is Attachment D, incorporated herein by reference.
- iii. The identity of the Board of Directors and Executive Director of foundation with a conflict of interest disclosure from each are provided in Attachment D.

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

- i. Extended School Day and Year: Essential to the fulfillment of our mission is an extended school day and school year. Our extended school day and year provides more contact time between teachers and students, giving us the space to close academic skill gaps.
- ii. Oral Literacy: A key innovative focus of our school is the purposeful focus on oral literacy in each of our classes and throughout our school community. Teacher-led instruction will be limited to no more than 30% of an individual class period. In each of our core content classes, dedicated blocks of class time will be focused on student-led discussions, for example, Socratic seminars, where students discuss the grade level content using academic language and oral literacy skills aligned to the NMCCSS.
- iii. FOCUS Block: The daily FOCUS block is an intentional flexible time period at the end of the school day, which allows our team to provide students support, based on their individual needs over short or long periods of time. This time may be used for student-created and led groups, such as the planning committee for our weekly Community Circle. Students will work with various teachers, depending on the week or day, in order to support their learning in the core classes, as well as using the time to explore personal interests.
- iv. Spanish and New Mexico Culture Programming: Solare Collegiate will provide robust New Mexico Culture and Spanish language programming for all students. Students will be grouped based on current Spanish proficiency levels, with a focus on ensuring that our students have access to a balanced literacy Spanish language program. Solare

Collegiate will provide in-school programming in Arts, Culture, and Community, with particular focus in the greater South Valley and the New Mexico community.

- v. Student Identity: Solare Collegiate Charter School scholars will utilize a self-paced social emotional learning curriculum to demonstrate growth in self-awareness, identity and character.

7. Governance:

- i. The School shall be governed by a governing body in the manner set forth in the governing body's bylaws, Attachment E, incorporated herein by reference.
- ii. The School's Governing Body shall have at least five members at all times; the number of Governing Body Members shall be specified in the bylaws.
- iii. The School shall notify the Commission of all changes in membership within 30 days of the change.
- iv. The Charter School shall either replace any member who is removed or who resigns, or close the position in conformity with its bylaws, within 45 days of removal, resignation or closure.
- 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.
- vi. All governing body members shall comply with training requirements established in Section 6.80.5 NMAC, as amended.
- vii. The School shall notify the Chair of the Commission within 15 days of any and all written complaints of inappropriate contact with a student or other minor by a member of the Governing Body, and shall notify the Chair of 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.
- 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.
- 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.
- x. The Governing Body shall, at all times, be qualified to act as a qualified board of finance as demonstrated in Attachment F, which is incorporated by reference.
- 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;
 - 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;

- 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
 - 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;
 - 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.
- 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 7.xi (a)-(e) above, revised to reflect the changes in staffing or board membership.
- 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.

8. Operation:

- i. The School shall be nonsectarian in its charter school programs, enrollment policies and employment practices and all other operations. **Attachment G**, incorporated herein by reference, states the School's enrollment policies and procedures.
- ii. The School shall comply with all federal and state laws relating to the education of children with disabilities.
- iii. The School shall comply with applicable federal, state and local rules, regulations and statutes relating to health, safety, civil rights and insurance.
- 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.
- v. The School shall maintain student records in accordance with all other New Mexico public records retention requirements.
- vi. The School shall allow the Commission and the Department to visit each school site at any reasonable time.
- 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.

- viii. The School shall notify the Chair of the Commission and the Department within 15 days of any and all written complaints of, inappropriate contact as described in the school's policies or convictions for inappropriate contact with a student or other minor by any staff member, employee, or contractor and shall notify the Chair of 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, employee or contractor.
 - 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.
 - 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 **Attachment H**, 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 of **Attachment H**, which will be incorporated into this 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 **Attachment I**, incorporated herein by reference.
 - 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.
 - 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.
9. **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.
10. **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.
 - 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.

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

School will operate in this temporary location (AUG 2019 through DEC 2019)
Solare Collegiate Charter School
1404 Lead St SE,
Albuquerque, NM 87106

School will operate at its permanent location (DEC 2019)
Solare Collegiate Charter School
Gibson Ave SW and Barbados, 87121
(No physical address assigned yet)

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 Attachment K incorporated herein by reference,

SECTION 5: PERFORMANCE FRAMEWORKS

1. **Performance Framework: Attachment B**, incorporated herein by reference, includes the Charter Performance Review and Accountability System ("Accountability Plan"), which includes Academic Performance Framework, Organizational Performance Framework, and Financial Performance Framework adopted by the Commission. These documents together set forth the academic and operational performance indicators and performance targets that will guide the Commission's evaluation of the School and the criteria, processes and procedures that the Commission will use for ongoing oversight of operational, financial and academic performance of the School.
2. **Academic Performance Indicators and Evaluation:** The School shall:
- i. Provide a comprehensive educational program that aligns with the state academic standards prescribed by the Department for the grades approved to operate.
 - ii. Participate in the State-required assessments as designated by the Department or the U.S. Department of Education.
 - iii. Timely report student level data for State-required assessments to the Department and report student level data from school administered assessments, as requested by the Commission or on a bi-annual basis if that data is incorporated into the Academic Performance Framework adopted by the Commission.

- iv. Meet or make substantial progress toward achievement of the Department's standards of excellence.
- v. Meet or make substantial progress toward achievement of the Department's standards of excellence or the performance standards identified in the Academic Performance Framework as adopted and modified periodically by the Commission.
 - i. The Academic Performance Framework adopted by the Commission allows for the inclusion of additional rigorous, valid and reliable mission specific indicators proposed by a charter school to augment external evaluations of its performance, provided that the Commission approves of the quality and rigor of such proposed indicators and the indicators are consistent with the purposes of the Act. Any such indicators will be incorporated into Attachment B.
 - ii. If the School fails to meet its academic performance indicators in any year it must develop, submit, and begin implementing a School Improvement Plan within 60 days of the release of the academic performance information. The School Improvement Plan will be submitted to the Commission, but the Commission will not evaluate the quality of, or approve, the plan. The Commission may evaluate implementation of the plan through its annual site visits and provide feedback to the School regarding fidelity of implementation and effectiveness of the plan in improving School performance.
 - iii. If the School does not meet the performance standards in the Performance Framework, it shall "make substantial progress" toward achievement of those standards as it is defined in the Commission's Accountability Plan included in Attachment B.
 - iv. Failure to meet or make substantial progress toward meeting the performance standards shall be sufficient justification to revoke or non-renew the School's Charter.
- vi. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

3. Organizational Performance Indicators and Evaluation: The School shall:

- i. 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.
- ii. Timely submit all documentation, financial and other reports required by the Department or the Commission in order to evaluate the School's compliance with applicable federal, state and local rules, regulations and statutes relating to public education.
- iii. Provide a written copy to the Commission, within 15 days of receiving a written notice of complaint filed against the School alleging violations of federal, state, or local law, regulation or rule, or a final determination from another state government division or agency, or state or federal court regarding any such complaint against the School.
- iv. Cooperate with the Commission or authorized representative to enable them to conduct annual site visits and all other auditing visits requested or required by the Commission or the Department.
- v. Meet the organizational performance standards identified in the Organizational Performance Framework as adopted and modified periodically by the Commission.
 - a. If the school fails to meet its organizational performance indicators, the School will be provided notice through the procedures in the Commission's

Accountability Plan included in Attachment B.

- b. The school may be required to develop, submit and implement a Corrective Action Plan to address deficiencies in its organizational performance. All Corrective Action Plans must be submitted to the Commission, but the Commission will not evaluate the quality of, or approve, the plan. The Commission may evaluate implementation of the plan through its site visits and provide feedback to the School regarding fidelity of implementation and effectiveness of the plan in improving school performance.
- c. Failure to meet the organizational performance standards shall be sufficient justification to revoke or non-renew the School's Charter.
- vi. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

4. Financial Performance Indicators and Evaluation: The School shall:

- i. Meet generally accepted standards of fiscal management which shall include complying with all applicable provisions of the Public School Finance Code, the Procurement Code, and the Audit Act; paying debts as they fall due or in the usual course of business; complying with all federal requirements related to federally funded programs and awards; refraining from gross incompetence or systematic and egregious mismanagement of the School's finances or financial records; and preparing and fairly presenting its financial statements in accordance with accounting principles generally accepted in the United States of America, which include the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- ii. Timely submit all documentation, financial and other reports required by the Department or the Commission. The School shall further timely submit any Corrective Action Plans or additional financial reporting or documentation that may be required by the Department or the Commission.
- iii. Cooperate with the Commission to enable them, or its authorized representative to conduct all auditing visits requested or required by the Commission or the Department.
- iv. Meet the financial performance standards identified in the Financial Performance Framework as adopted and modified periodically by the Commission, or provide an adequate response to explain why the School does not meet the performance standards and demonstrate the school is a financially viable and stable organization.
- v. Failure to meet generally accepted standards of fiscal management shall be sufficient justification to revoke or non-renew the School's Charter.
- vi. The School shall have a designated licensed business official and certified procurement officer. The School shall identify the current individual designated as the certified procurement officer and contains their CPO certification in **Attachment J** incorporated herein by reference. The school shall notify the Commission of all changes to the designated licensed business official or certified procurement officer within 30 days.
- vii. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

5. Chartering Authority's Duties and Liabilities: The Commission, shall:

- i. Evaluate all applications submitted by this charter school, including properly submitted amendment requests, and act timely on any such applications or requests;
- ii. Monitor the performance and legal compliance of the School, in accordance with the requirements of the Act and the terms of the Charter and Contract;
- iii. Review all relevant information to determine whether the School merits suspension, revocation or nonrenewal. All evaluation and monitoring will be carried out using the processes and criteria established in the Accountability Plan in Attachment B;
- iv. Conduct all its activities in accordance with its chartering policies and practices, which shall be modified from time to time to be consistent with nationally recognized principles and standards for quality charter authorizing in all major areas of authorizing; and
- v. Promptly notify the Governing Body of the School of unsatisfactory fiscal, overall governance or student performance or legal compliance and provide reasonable opportunity for the governing body to remedy the problem; Any such notice shall be provided in accordance with the Accountability Plan as provided in Attachment B.
- vi. The Commission is not required to allow the school the opportunity to remedy the problem if the unsatisfactory review warrants revocation.

SECTION 6: ADDITIONAL TERMS

1. Withheld Two-Percent of Program Cost: The Charter Schools Division of the Department may withhold and use two percent (2%) of the school-generated program cost for administrative support of the School as provided in Section 22-8B-13 NMSA 1978. These funds are to be utilized in the following manner:

- i. New Mexico Public Education Department: The Department shall utilize the funds for the following purposes:
 - a. Funding the staff to conduct work for the Division, which shall include:
 1. Conducting annual site visits and annual evaluations under the Performance Frameworks; receiving, processing, evaluating and making recommendations on new applications, amendment requests, and renewal applications; receiving, processing, and evaluating complaints; making recommendations to revoke charters, as necessary; making recommendations regarding School Improvement and Corrective Action Plans, as necessary; overseeing the closure of charter schools; and making recommendations regarding the development and implementation of authorizing policies and practices to ensure they are consistent with nationally recognized principles and standards for quality charter authorizing in all major areas of authorizing; and
 2. Technical assistance and support work such as providing training for new Governing Board members; providing Governing Body training; maintaining communication with the charter school field to keep them apprised of best practices, opportunities for support from Department, policy changes from the Commission; hosting other training and

professional development; and developing other support materials.

- b. Funding a proportional share of the Department staff to conduct work, as determined by the Department, necessary to support the administrative oversight, approval of budget matters, capital outlay, transportation, special education, federal programs, school evaluation and accountability, annual financial audits, and T&E audits.
 - c. Funding any other staff work necessary to provide professional support or data analysis to the Commission.
 - d. The Commission's reasonable request for funding of any project or service to support the work of the Commission shall not be denied by the Department. The Commission's request for funding of project or service shall take budget priority over the Department's budget priorities or allocations.
 - e. The Commission shall request an annual accounting from the Department on how the two percent (2%) was utilized and shall provide the information received to the school.
- ii. New Mexico Public Education Commission: The New Mexico Public Education Commission shall utilize the funds for the following purposes:
 - a. Funding the travel and per diem expenses of Commissioners when conducting the business of the Commission.
 - b. Funding the administrative expenses of the business of the Commission
 - iii. In addition to the above listed items, the Department and the Commission shall have authority to utilize the funds for similar or related costs for administrative support of charter schools and charter school programs.

2. Amendments to the Charter and Changes to the School:

- i. This Contract may be amended by mutual agreement, in writing, of the parties. Processes for submitting requests to amend, or notifications of amendments, as amended from time to time, shall be posted on the Commission's website as an Amendment Request or Notification. The School shall not take action or implement the amendment until approved by the Commission unless the Commission's processes indicate otherwise.
 - a. All amendment requests and notifications shall be submitted pursuant to the procedures developed by the Commission.
 - b. The Commission shall consider and vote on all properly submitted amendment requests and notifications within 60 days of receipt of a complete submission.
- ii. If the Parties cannot agree on an amendment to the terms of the contract, either party may appeal to the Department Secretary pursuant to Section 22-8B-9(A) and (C) NMSA 1978.

3. Insurance:

- i. The School shall obtain and maintain insurance in accordance with the laws of the State.

- ii. The School will participate in the Public School Insurance Authority.
 - iii. Waiver of Rights: The School and its insurers providing the required coverage shall waive all rights of recovery against the State and the Commission, or the Department, their agents, officials, assignees and employees.
 - iv. The School shall maintain insurance coverage as required by law with the types, limits, and deductibles, as described in Attachment L.
4. **Charter Revocation:** The Commission may at any time take action to revoke the Charter and Contract of the School.

- i. **Criteria:** Pursuant to the Act, the Commission may revoke the Charter if the Commission determines that the School:
 - a. Committed a material violation of any of the conditions, standards or procedures set forth in the Contract,
 - b. Failed to meet or make substantial progress toward achievement of the department's standards of excellence or student performance standards identified in the Contract,
 - c. Failed to meet generally accepted standards of fiscal management, or
 - d. Violated any provision of law from which the School was not specifically exempted.
- ii. **Procedures and Timeline:** The Commission shall utilize the following revocation process:
 - a. Notify the school at least 7 days prior to a regularly scheduled meeting that it will be on the agenda for consideration of whether to issue a Notice of Intent to Revoke the Charter.
 - b. Issue a written Notice of Intent to Revoke the Charter within 15 days of voting to issue such a notice. The Notice shall:
 - 1. State the legal basis for the potential revocation, and reasonably identify the evidence that the Commission has to support the existence of the legal basis;
 - 2. Identify the date, location, and time at which a revocation hearing will be held;
 - 3. Establish deadlines for the School and the Commission to present written materials and all evidence that will be used during the hearing; and
 - 4. Identify if the hearing will be conducted by the Commission or by an impartial hearing officer. If a hearing officer is to be used, the Notice shall establish the date on which the Commission will consider whether to accept, reject, or modify the hearing officer's findings of facts, conclusions of law, and recommendations.
 - c. After a hearing, upon making a final revocation decision, the Commission shall issue a written decision, through the Chair, within 15 days of voting to revoke

the charter stating the findings of fact and conclusions of law that support the revocation.

5. **Charter Renewal Processes:** Within the time period established by the Act, the School's Governing Body may submit a renewal application to the Commission using the Commission's renewal application form as it may be amended from time to time. The application shall include all information required by law and necessary for the Commission to determine whether renewal, non-renewal, or a conditional or short-term renewal is most appropriate.
- i. **Criteria:** Pursuant to the Act, the Commission may refuse to renew the Charter if the Commission determines that the school:
 - a. Committed a material violation of any of the conditions, standards or procedures set forth in the Contract,
 - b. Failed to meet or make substantial progress toward achievement of the Department's standards of excellence or student performance standards identified in the Contract,
 - c. Failed to meet generally accepted standards of fiscal management, or
 - d. Violated any provision of law from which the School was not specifically exempted.
 - ii. **Procedures and Timeline:** The Commission shall utilize the following renewal process:
 - a. At least one year prior to the date on which the school will apply for renewal, the Commission's authorized representatives will notify the school of its preliminary renewal profile, as established in the Commission's Accountability Plan which is incorporated herein as Attachment B.
 - b. At least 20 days prior to Commission's meeting at which it will consider the school's renewal application, the Commission's authorized representatives will provide the School with a preliminary application analysis and recommendation. The recommendation shall:
 - 1. State the legal basis for potential non-renewal, and reasonably identify the evidence to support the existence of the legal basis; and
 - 2. Establish deadlines for the School to present its written materials and all evidence that will be used to respond to the recommendation, which shall be not less than 10 days from the date of the delivery of the recommendation.
 - c. No later than seven (7) days prior to the Commission's meeting at which it will consider the school's renewal application, the Commission's authorized representatives will provide the school with a final application analysis and recommendation.
 - d. Upon making a final non-renewal decision, the Commission, through the Chair, shall issue a written decision within 30 days of voting to non-renew the charter stating the findings of fact and conclusions of that support the revocation.

6. **Applicable Law:** The material and services provided by this School under this Charter shall

comply with all applicable federal, state, and local laws and shall conform, in all respects, to the educational standards contained in its application and Charter. This Charter shall be governed and interpreted in accordance with the laws of the State.

- i. In the event of any conflict among the documents and practices defining this relationship, it is agreed that:
 - a. The Contract shall take precedence over policies of either Party and the Charter; and
 - b. If a provision in the Performance Framework conflicts with a provision in the Contract, the Contract shall take precedence over the Performance Framework.
- ii. This Contract shall not take precedence over any applicable provisions of law, rule or regulation.
- iii. In the event of a change in law, regulation, rule, procedure or form affecting the School during the term of this Contract, the Parties shall comply with the change in law, rule, regulation or procedure or utilize the new form, provided.
 - a. If an amendment to this Contract is required to comply with a change in the law or rule, then the Parties shall execute such an amendment.

7. Charter Interpretation:

- i. Merger: This Charter and Contract, including all of the attachments, constitute the entire agreement of the Parties. NMSA, Commission policies, and Department policies, and administrative rules and regulations which may be amended from time to time during the course of the Charter, are incorporated into this Charter, along with any amendments which may occur during the term of the Charter, by this reference.
- ii. Waiver: Either party's failure to insist on strict performance of any term or condition of the Charter shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- iii. Severability: The provisions of this Charter are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Charter or Contract.
- iv. Assignment: Neither party may assign or transfer any right or interest in this Charter and Contract unless authorized by law. No assignment, transfer or delegation of any duty of the School shall be made without prior written permission of the Commission.

- 8. Indemnification and Acknowledgements:** To the extent permitted by law, the Charter School shall indemnify, defend, save and hold harmless the Commission, the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the School or any of its directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such School to

conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree that is applicable to the School. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the School from and against any and all claims. It is agreed that the School will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This provision shall be subject to annual budget and appropriation by the New Mexico Legislature.

9. **Employees and Contractors:** This Charter is not an employment contract. No officer, employee, agent, or subcontractor of the School is an officer, employee, or agent of the Commission or the Department.
10. **Non-Discrimination:** The School shall comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act. The School shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, sexual orientation, gender identity, spousal affiliation, national origin or disability.
11. **Notices:** Any notice required, or permitted, under the Contract shall be in writing and shall be effective immediately upon personal delivery, upon receipt of electronic mail, or three (3) days after mailing to the following:

Charter School:

Veronica Gonzales Zamora,
Governing Board Chair
ATTN: InAccord
1420 Carlisle Blvd. NE, Suite 208
Albuquerque, NM 87110-5662
(505) 550-0532, (Ms. Zamora)
(505) 881-4475 (InAccord)
boardchair@solarecollegiate.org

Rachael Sowards,
Head Administrator
1623 La Vega Dr SW,
Albuquerque NM 87105
(505) 917-6442
rsowards@solarecollegiate.or

NM Public Education Commission:

Patricia E. Gipson, Chair
300 Don Gaspar Santa Fe, NM 87505
575-405-9135
PEC.DistrictSeven@state.nm.us

The Parties may make changes in the address of its contact person by posting the change(s) on its website.

12. **Dispute Resolution:** Disputes arising out of the interpretation of this Contract shall be subject to the dispute resolution process set forth in this section. Disputes arising out of interpretations of state or federal statute, regulation, or policies of a federal entity or a different state entity, Charter revocation, or Charter renewal shall not be subject to this dispute resolution process.
 - i. **Notice of Dispute:** Either party shall notify the other party in writing that a dispute exists between them within 30 days from the date the dispute arises. The notice of dispute shall identify the Paragraph of this Contract in dispute, reasons alleged for the dispute and copies of any documentation that supports the complaining party's position. If the dispute is not timely presented to the other party, the party receiving late notice may elect not to enter into mediation.

- ii. **Continuation of Contract Performance:** The School and the Commission agree that the existence and details of a dispute notwithstanding, the Parties shall continue without delay their performance of this Contract, except for any performance that may be directly affected by such dispute.
- iii. **Time limit for response to the notice and cure of the matter in dispute:** Upon receipt of a Notice of Dispute, the Chair of the Commission or the Charter Representative of the Charter School shall have 15 days to respond in writing.
 - a. The written response may:
 - 1. Propose a course of action to cure the dispute;
 - 2. Propose the parties enter into informal discussions to resolve the matter; or
 - 3. Require the parties select a neutral third party to assist in resolving the dispute.
 - b. If no response is received within 15 days, the Party sending the Notice may invoke the process for selecting a neutral third party to assist in resolving the dispute.
 - c. If the written response proposed a course action or negotiations to resolve the dispute, the party sending the Notice shall respond within 15 days or receiving the response.
 - d. At any point in this informal process, either Party may, in writing, invoke the process for selecting a neutral third party to assist in resolving the dispute.
- iv. **Selection of a neutral third party to assist in resolving the dispute:**
 - a. If either Party invokes the process for selecting a neutral third party to assist in resolving the dispute, it shall include in the notice the name of a proposed mediator along with his/her qualifications.
 - b. If the other Party does not agree to the proposed mediator, it shall identify an alternate mediator along with his/her qualifications within 5 business days.
 - c. If the other Party does not agree with the alternate designation, it shall give notice within 5 business days.
 - d. In the event that the Parties cannot agree on a mediator the Parties shall request that the Secretary appoint a mediator. The appointed mediator shall mediate the dispute.
- v. **Apportionment of all costs related to the dispute resolution process:** Each Party shall pay one-half of the reasonable fees and expenses of the mediator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, shall be paid by the Party incurring such costs.
- vi. **Process for Final Resolution of Dispute:** If settlement of the dispute is not reached through mediation or by agreement of the Parties, the Parties shall submit the matter to the Secretary for resolution.

13. **Non-Availability of Funds:** Every payment obligation of the State under this Charter is conditioned upon the availability of funds continuing to be appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Charter, the Commission may terminate this Charter at the end of the period for which funds are available. No liability shall accrue to the Commission, nor the State, or any of its subdivisions, departments or divisions, in the event this provision is exercised, and neither the Commission nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
14. **Release of Funding:** A School may not receive state equalization funding until a current NMCI determination, certificate of occupancy, and occupancy permit for educational use are provided for each site listed in Section 4.10. (and each site subsequently approved by the New Mexico Public Education Commission). A School may not receive state equalization funding until the Commission has determined that the school has satisfied all conditions imposed by the Commission at initial approval and has demonstrated readiness to operate through completion of the Commission's Implementation Year Checklist. Upon request for renewal, the School may not receive state equalization funding until the Commission has determined that the school has satisfied all conditions imposed by the Commission.

SOLARE COLLEGIATE CHARTER SCHOOL

Executed this 21st day of May 2019.

By _____

Veronica Gonzales-Ramirez Charter Representative for Solare Collegiate
Charter School

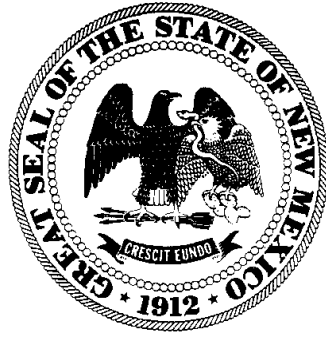
NEW MEXICO PUBLIC EDUCATION COMMISSION

Executed this _____ day of _____ 20____.

By _____

Patricia E. Gipson, Chair of the New Mexico Public Education Commission.

[Signature]



New Mexico Public Education Commission

School Year 2018-2019

IMPLEMENTATION – YEAR CHECKLIST

Condition for Approval of all Charter Schools Authorized by the Public Education Commission



PART I. NAME OF SCHOOL & CONTACT INFORMATION

School Information:

Name Of Charter School: **Solare Collegiate Charter School**

School Address (if known): [Click here to enter text.](#)

School Location (City/Town): [Click here to enter text.](#)

School District Within Which The Proposed School Will Be Located: [Click here to enter text.](#)

Grades To Be Served: [Click here to enter text.](#)

Requested Enrollment Cap: [Click here to enter text.](#)

Founder Contact Information:

Primary Contact Person: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

City: [Click here to enter text.](#) State: [Click here to enter text.](#) Zip: [Click here to enter text.](#)

Daytime Tel: [Click here to enter text.](#) Fax: [Click here to enter text.](#)

Alternate Tel: [Click here to enter text.](#) E-Mail: [Click here to enter text.](#)

Secondary Contact Person: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

City: [Click here to enter text.](#) State: [Click here to enter text.](#) Zip: [Click here to enter text.](#)

Daytime Tel: [Click here to enter text.](#) Fax: [Click here to enter text.](#)

Alternate Tel: [Click here to enter text.](#) E-Mail: [Click here to enter text.](#)

Foundation / Sponsoring Organization Information:

Foundation / Sponsoring Organization Name (if applicable): [Click here to enter text.](#)

Principal Officer: [Click here to enter text.](#)

Mailing Address: [Click here to enter text.](#)

City: [Click here to enter text.](#) State: [Click here to enter text.](#) Zip: [Click here to enter text.](#)

Daytime Tel: [Click here to enter text.](#) Fax: [Click here to enter text.](#)

Alternate Tel: [Click here to enter text.](#) E-Mail: [Click here to enter text.](#)

Part II. Introduction

Through charter schools, the Public Education Commission (“PEC”) as Authorizer and the Charter Schools Division (“CSD”) in the New Mexico Public Education Department (“PED”) seek to provide families with effective, quality educational options.

A. Implementation Year Checklist Authority and Purpose

The *Public Education Commission Implementation Year Checklist* serves as a guide and tool for a charter school to develop and produce all necessary materials to demonstrate compliance with all applicable laws, rules, and charter provisions necessary to demonstrate readiness to operate a public school.

The *Public Education Commission Implementation Year Checklist* also provides an opportunity for a charter school to demonstrate it has the capacity to both operate and function as a place of education and learning. The legal, regulatory, and policy requirements of an authorized school are significant. Successful school operators need to both demonstrate an understanding and a capability to institute and implement a program consistent with the requirements presented within this document.

The PEC holds charter schools accountable to all applicable laws, rules, and charter provisions, by routinely making the *Public Education Commission Implementation Year Checklist* a required condition for charter authorization. Prior to the end of the implementation year, a school must apply to the PEC for authorization to commence full operations. (NMAC § 6.80.4.11). The “Implementation Year Checklist Condition” imposed by the PEC, requires a school to complete and resolve any findings, issues, or concerns identified in the *Public Education Commission Implementation Year Checklist*.

The PEC makes the final determination regarding commencement of operations, and any conditions of charter approval, after considering the review and recommendations made by the PED in completing the *Public Education Commission Implementation Year Checklist*. The PEC is not limited by these reviews and recommendations and may request any additional documentation, information, or input that the PEC deems appropriate.

B. Development of the Implementation Year Checklist

The items identified in the *Public Education Commission Implementation Year Checklist* template are those designed to address local, state, and federal, laws, rules and regulations, charter contract provisions, charter best practices, and PEC directives. Each year, the CSD reviews any changes to the aforementioned laws, rules and regulations, charter contract provisions, charter best practices, and PEC directives and prepares a revised draft *Public Education Commission Implementation Year Checklist* template.

This draft template along with any CSD recommendations is presented to the PEC at a regularly scheduled meeting. The PEC reviews and makes the final determination regarding the draft template and these CSD recommendations. The PEC is not limited by these recommendations and may add, remove, or revise any language presented in the draft template.

Prior to November of each year, the PEC votes to approve and makes available online on its website a copy of the most recently approved *Public Education Commission Implementation Year Checklist* template. The current template was approved on: June 15, 2018.

Each school will have an individual *Public Education Commission Implementation Year Checklist* that may be tailored to the individual needs of the school. The PEC may impose any conditions it deems appropriate and these conditions will be incorporated into the school's individual planning year checklist. As a result, the template may differ substantially from the document provided to an individual school.

C. Directions

1. The items on the *Public Education Commission Implementation Year Checklist* and any additional conditions of charter approval **MUST** be completed on or before May 15th, 2019 to receive a recommendation for commencement of operations.
2. All submissions and all documentation must be submitted to the CSD for review **on or before** the deadlines indicated. Documentation should be submitted online through the SharePoint site, access provided by the PED.
3. The CSD provides staff support to the PEC and will review all submissions. This review will provide the basis for any recommendation to the PEC. All documentation re-submitted for additional review and/or revision shall be saved in Word or PDF format with the track changes function enabled, to maintain all changes made to the document until the final draft is reviewed and approved by the PED.
4. The CSD will provide three summary reports to the School which will detail a summary of all findings, issues, and concerns identified by CSD. The School is required to arrange a phone conference or in-person conference with CSD within 10 days of receipt of these summary reports. The purpose of this conference will be to discuss the issues and concerns identified by CSD.
5. Following receipt of a summary report, the school is required to address and resolve all findings, issues, and concerns prior to the next submission deadline.
6. Key Terms:
 - a. An **"Indicator"** is a stated compliance objective that **MUST** be addressed and completed by the school. These objectives may be legal, regulatory, charter contract provisions, charter school best practices, or PEC directives.
 - b. **"Documentation"** requires a school to submit copies of all policies, procedures, forms, protocols, spreadsheets, documents, or any other material that will provide evidence that the school has addressed or completed the relevant indicator and compliance objective.
 - c. **"Date of Completion"** is the date that CSD certifies that documentation addressed or completed the relevant indicator. This field will be left blank until such time as CSD has received sufficient documentation to certify that a relevant indicator was completed.
 - d. **"Findings"** are those CSD comments and notes which identify deficiencies in the "documentation" provided by the school and which details the reasons why CSD was unable to certify documentation as having addressed or completed the relevant indicator.

7. When an “Indicator” or “Documentation” names a statute, rule, or regulation, this is an indication that specific materials are required by statute, rule, or regulation. The school **MUST** address each element or provision that is required in the statute, rule, or regulation.
8. Some “Indicators” may require the school to consult, update, and receive approval from different agencies, departments, or divisions within the PED. The school must provide evidence of these consultations where indicated and provide copies to CSD of any materials provided to these different agencies, departments, or divisions.
9. Additional elements may be added to the *Public Education Commission Implementation Year Checklist* based on changes to legislation, statute, regulation, or due to PEC direction or condition.
10. The PEC makes the final determination regarding the *Public Education Commission Implementation Year Checklist* and any conditions of charter approval after considering the review and recommendations provided by the CSD. The PEC is not limited by these reviews and recommendations and may request any additional documentation, information, or input that the PEC deems appropriate.

D. Review Process

Acting as staff support to the PEC, the CSD will review all school submissions and provide a summary report and any findings **within 30 days of a submission** deadline.

Generally, the CSD review process is as follows:

- 1) The school sends all policies, procedures and documents related to an indicator or documentation requirement on or prior to the indicated submission date.
- 2) CSD consults any applicable laws, regulations, charter contract provisions, written PEC policies, or written guidance manuals applicable to the indicator or documentation required.
- 3) CSD analyzes the school documentation to determine whether all required elements of the applicable laws, regulations, charter contract provisions, written PEC policies, or written guidance manuals were addressed and satisfied.
- 4) Should all elements be addressed and satisfied, CSD then reviews the school documentation for completeness. CSD also considers implementation of the documentation to determine the feasibility of the documentation, and whether the described program is possible, consistent, and reasonable.
- 5) Finally, CSD reviews implementation and consistency in relationship to all other policies and procedures provided by the school.
- 6) In the case of PEC imposed conditions or application deficiencies, CSD consults the specific named deficiencies in the application and the specific condition imposed by the PEC.

- 7) CSD analyzes the school documentation to determine whether all application deficiencies identified and any PEC imposed conditions were corrected, addressed, or satisfied.
- 8) All documentation re-submitted for additional review and/or revision shall be saved in Word or PDF format with the track changes function enabled, to maintain all changes made to the document until the final draft is reviewed and approved by the PED. All submitted documents must be uploaded through the SharePoint site.
- 9) Two Weeks Prior to Opening Review – The CSD will review for completeness all required indicators. If the school fails to submit and/or provide any items due two weeks prior to opening date, the CSD will inform the PEC.

Part III. Implementation Year Checklist

INDIVIDUAL SCHOOL CONDITIONS (IMPOSED AT APPROVAL OF APPLICATION) TO BE MET PRIOR TO COMMENCEMENT OF OPERATIONS VOTE (JUNE 15th) <i>(Materials will be provided 8 days in advance of the PEC Meeting in which the commencement of operations vote is taken.)</i>			
INDICATORS	DOCUMENTATION	DATE OF COMPLETION	FINDINGS
C.1. Timely obtain standing as an approved Board of Finance no more than 120 days after receiving written notification of the approval of the new application. <i>NMSA § 22-8-38; NMAC § 6.80.4; PEC Policy, Board of Finance Application.</i>	<input checked="" type="checkbox"/> Condition Met. <i>PEC Policy, Board of Finance Application.</i>	16 NOV 2018	During the 16 NOV 2018 regular monthly meeting, the PEC voted to approve Solare Collegiate Charter School's Board of Finance. Requested Follow-Up: None present at this time.
C.2. Evidence of meeting ownership or leasing requirements no less than two weeks prior to the scheduled first day of school. <i>NMSA § 22-8B-4.2</i>			
	<input type="checkbox"/> School provides assurances to demonstrate the lease, lease purchase, or		

	<p>ownership arrangement complies with 22-8B-4.2.</p> <p>If applicable, the school provides evidence it has timely submitted all required application materials to PSFA for lease reimbursement payments by its deadlines.</p>		
C.3.Attend all implementation year training and technical assistance sessions hosted by CSD.	<input checked="" type="checkbox"/> Condition Met.	08 APR 2019	The school leadership team attended all ten (10) implementation year trainings, provided by the Charter School Division.
C.4.Attend all implementation year conferences to discuss with CSD any issues, concerns, and findings identified in the Implementation Year Checklist.	<input checked="" type="checkbox"/> Condition Met.	18 APR 2019	The school participated in a phone conference with the CSD for the NOV and MAR checklist status update. A phone conference for the MAY checklist status was not necessary.
C.5. Correct all issues concerns, and findings identified in the Implementation Year Checklist.	<input checked="" type="checkbox"/> Condition Met.	26 MAY 2019	The school has provided all revised documentation to satisfy the indicators within the November, March, and May submission checklist.
C.6.As part of the contract and framework negotiation and approval process, obtain the PEC approval of any substantial proposed changes to the educational model, staffing, organizational, and governance plan, or finance plan that were presented in the application.	<input checked="" type="checkbox"/> Condition Met.	07 MAY 2019	The school negotiated its charter school contract and academic performance framework with the Public Education Commission on 07 MAY 2019. The contract between the school and the Public Education Commission will be finalized after the Commencement of Operations vote in JUN 2019.

C.7.Address and correct any application deficiencies that were noted by both the PED and the PEC.	<input checked="" type="checkbox"/> Condition Met.	24 AUG 2018	The school did not have deficiencies, noted by the PED or PED, within its Charter Application.
C.8 Evidence that employment of head administrator and licensed school employees in compliance with nepotism rule as defined in NMSA § 22-8B-10. <i>(Example: Lists of names, positions, relationships, and reporting structures, etc.)</i>	<input checked="" type="checkbox"/> Condition Met.	15 MAY 2019	The school provided evidence of the head administrators licensure certificate, signed contract for the upcoming academic year, and the school's anti-nepotism policy.

SUMMARY REPORT - CONDITIONS

INDICATORS	DOCUMENTATION	Date Complete	FINDINGS/COMMENTS
ITEMS DUE BY NOVEMBER 15 th			

<p>11-15.1.Governing Board established and operating according to bylaws and in accordance with the Open Meetings Act.</p> <p><i>NMSA § 22-8b-4; NMSA § 22-8-12.3; NMSA § 10-15-1; NMSA § 14-2-1, et seq. New Charter Contract Section 4.(5)</i></p>	<input checked="" type="checkbox"/> Provide list of governing body members. Include the governing body positions to be held, either a place of residence or work, and contact information.	17 OCT 2018	<p>The school provided a detailed chart to include seven (7) governing board members, along with their position on the board; specifically, Board Chair, Board Vice Chair, Board Secretary, Board Treasurer, and Board Member(s). The chart also provided detailed information to include employment, phone number, and email for all seven (7) board members.</p> <p>Requested Follow-Up: None present at this time.</p>
	<input checked="" type="checkbox"/> Names of any sponsoring organizations or foundations. (This includes prospective organizations that will be established upon completion of the planning year), name of the principal officers, and their contact information.	17 OCT 2018	<p>The school provided a narrative of its efforts to create a 501(c)(3), the Solare Collegiate Foundation. However, the process is in its infancy stages, according to the school. The school stated they will provide updated information on the creation of the Foundation when new details become available.</p> <p>Requested Follow-Up: The school provide more detailed information in regards to its Foundation, to include the name(s) of principal officer(s), and their contact information, once available.</p>
	<input checked="" type="checkbox"/> School bylaws.	17 OCT 2018	<p>The school has an established bylaws consisting of seven (7) Articles, and incorporating the items as required by regulation.</p> <p>Requested Follow-Up: None present at this time.</p>
	<input checked="" type="checkbox"/> Bylaws – Provision for replacing and removing members.	17 OCT 2018	<p>A clear procedure in accord with the regulation has been established as to the removal and filling of vacancies of board members.</p> <p>Requested Follow-Up: None present at this time.</p>
	<input checked="" type="checkbox"/> Bylaws – Provision for creating required audit and finance committees. <i>NMSA § 22-8-12.3</i>	17 OCT 2018	<p>Provisions for the Audit and Finance committees have been created in accord with the regulation. It is indicated that the Finance Committee shall comply with NMSA Section 22-8-12.3(B).</p> <p>Requested Follow-Up: None present at this time.</p>
	<input checked="" type="checkbox"/> Audit and Finance Committee – Provide evidence that committees have been formed, have scheduled meetings, and list of committee membership. <i>NMSA § 22-8-12.3</i>	17 OCT 2018	<p>The school provided a detailed chart to include the designation of its Audit and Finance Committee(s). The school indicated two (2) board members will serve on the school's Finance Committee and seven (7) individuals will serve on the school's Audit Committee to include: three (3) board members, one (1) parent of an enrolled student, one (1) community member with finance experience, the school's head administrator, and the school's licensed business manager.</p>

[illegible]

		<p>09 APR 2019</p> <p>Recommended Follow-Up: Please see embedded comment on page 2 of 11 (of the school's document) for <i>recommended</i> information to be included. Please also follow-up with the conflict of interest "Annual Statement" document.</p> <p>Review of Resubmitted Documents: <i>Thank you for resubmitting documentation with revisions for review. The requested changes have been made. No further action is necessary.</i></p>
<input checked="" type="checkbox"/> Anti-nepotism policy and procedures. <i>NMSA § 22-8B-10.</i>	<p>17 OCT 2018</p> <p>09 APR 2019</p>	<p>The school provided evidence of an anti-nepotism policy which appears to align with statute; however did not include a procedure in which the governing board shall follow if the board deems it appropriate or necessary to waive the nepotism rule.</p> <p>Requested Follow-Up: Please see embedded comment on page 2 of 11 (of the school's document) for requested follow-up action.</p> <p>Review of Resubmitted Documents: <i>Thank you for resubmitting documentation with revisions for review. The requested changes have been made. No further action is necessary.</i></p>
<input checked="" type="checkbox"/> Background check policy and procedures. <i>NMSA § 22-10A-5.</i>	<p>17 OCT 2018</p> <p>09 APR 2019</p>	<p>The school provided a detailed background check policy that appears to align with statute. The school also provided procedures for obtaining background check(s); however, the procedures are lacking some significant details for how the school will handle "clearing" background checks for non-licensed staff person(s).</p> <p>Requested Follow-Up: Please see embedded comments on pages 3 and 4 (of the school's document) for additional details needed within the school's background check procedures, specific to non-licensed staff.</p> <p>Review of Resubmitted Documents: <i>Thank you for resubmitting documentation with revisions for review. The requested changes have been made. No further action is necessary.</i></p>
<input checked="" type="checkbox"/> School FERPA policy and procedures.	<p>17 OCT 2018</p>	<p>The school provided a detailed FERPA policy and procedure that appears to mostly align with Federal Regulation. However, it is requested the school</p>

	20 U.S.C. § 1232g.		<p>revise/remove the language relating to “parents, students, and other volunteers serving in an official capacity of the school gaining access to student confidential files”.</p> <p>Requested Follow-Up: Please see embedded comments on page 6 (of the school’s document) for revision/removal to language mentioned above.</p> <p>09 APR 2019 <i>Review of Resubmitted Documents: Thank you for resubmitting documentation with revisions for review. The requested changes have been made. No further action is necessary.</i></p>
	<input checked="" type="checkbox"/> School Complaint and Grievance Policy including a process for receiving and resolving community, parental, and other public complaints.	17 OCT 2018	<p>The school provided a detailed grievance policy for both school personnel and student, parent and legal guardian(s). It is requested the school add a step within the school personnel compliant process to discuss alleged compliant with “respondent” prior to providing a decision regarding the compliant. All parties should be provided the opportunity to discuss alleged complaints.</p> <p>Requested Follow-Up: Please see embedded comments on page 7 (of the school’s document) for requested additional steps within the grievance processes.</p> <p>09 APR 2019 <i>Review of Resubmitted Documents: Thank you for resubmitting documentation with revisions for review. The requested changes have been made. No further action is necessary.</i></p>
	<input checked="" type="checkbox"/> Volunteer policies and procedures. NMAC § 6.50.18.8.	17 OCT 2018	<p>The school provided evidence of a detailed volunteer policy and procedure that appears to align with regulation.</p> <p>The school distinguished between “regular” volunteer and “spontaneous” volunteer, per regulation. The school’s procedure includes all “regular volunteers” signing the Volunteer Pledge, which also aligns with regulation.</p> <p>Requested Follow-Up: None present at this time. However, has the school developed the volunteer application mentioned in the procedure?</p>
11-15.3.Budget Approval. NMAC § 6.20.2.9.	<input checked="" type="checkbox"/> An identified date for a scheduled Governing Body Meeting when the Governing Body plans to	08 OCT 2018	<p>The school provided a detailed schedule of all governing board meetings for the 2018-19 academic year. Specifically, the school identified 21 MAY 2019 as the</p>

	review and approve the Budget at an open meeting. <i>(Should be after the May 15th final enrollment adjustments, but must be before the June 20th regulatory deadline.).</i>		meeting the governing board will approve Year-1 budget. Requested Follow-Up: None present at this time.
11-15.4. School is established as a formal public school entity in the state of New Mexico with all necessary tax identification numbers, bank accounts, etc. <i>NMAC § 6.20.2.18.</i>	<input checked="" type="checkbox"/> Bank records or other evidence that shows a public entity account has been established at a NM banking institution.	15 NOV 2018	The school provided evidence of an established NM banking institution with New Mexico Bank and Trust. Evidence included a screenshot of the newly opened bank account for Solare Collegiate Charter School. Requested Follow-Up: None present at this time.
	<input checked="" type="checkbox"/> Tax ID numbers.	15 NOV 2018	The school provided evidence of the establishment of a Tax ID number. Evidence included an official notification letter provided by the Department of the Treasury (IRS), dated 11 SEPT 2018. Requested Follow-Up: None present at this time.
	<input checked="" type="checkbox"/> W-9 Substitute Form (submitted to DFA through PED).	15 NOV 2018	The school provide evidence of a complete W-9 Substitute Form, provided to the Department of Finance and Administration. CSD confirmed the W-9 Substitute Form has been processed by DFA and a Vendor ID has been generated for the school. Requested Follow-Up: None present at this time.
11-15.5.School Development Plans. <i>NMAC § 6.29.1.</i>	<input checked="" type="checkbox"/> Written curriculum development plan. Includes 1) timeline, 2) success benchmarks, and 3) responsible parties to ensure development of entire curriculum that was identified in the application and aligned to school mission and goals, NMCCSS, and NM Content Standards prior to May 15 th .	12 OCT 2018	The school provided a detailed chart to include timeline(s), success benchmark(s), and responsible parties for each phase in developing and implementing the school curriculum plan. The development plan outlines a breakdown of tasks to include content standard breakdown, scope and sequence, unit and lesson plans for the first year of operations, along with identifying elements of state-mandated assessments to integrate within the curriculum. Requested Follow-Up: None present at this time.
	<input checked="" type="checkbox"/> Written Special Population Services development plan, to	12 OCT 2018	The school provided an overview chart to include comprehensive timeline(s), draft due date(s), approval date(s), and responsible parties for development of

	ensure development of plans, policies, and procedures to serve special education, ELL, and 504 Plans.		policies/procedures for: students with disabilities, students with 504 plans, gifted students, and English language learners. The school also provided more detailed chart(s) breaking down specific development of policy/procedures to be completed within each student subgroup; such as responsibilities to serve students with disabilities, non-discrimination policy, language assistant program, and responsibilities to serve ELL students. Requested Follow-Up: None present at this time.
11-15.6.Detailed Staffing Plan. <i>NMAC § 6.29.1.</i>	<input checked="" type="checkbox"/> Written process and plan that details how the governing body will identify, recruit, and hire a prospective head administrator. (Note: A narrative may have already been included in the charter application. This documentation requirement is for the school to review the school's process and plan and provide a current, up-to date plan that includes responsible parties, timelines, and action steps that the school plans on implementing.)	08 OCT 2018	<p>The school provided a detailed narrative for the processes the governing board will utilize when hiring the founding Head Administrator as well as hiring future Head Administrator needs. The narrative included the qualifications and timelines included for hiring of the school's Head Administrator.</p> <p>Requested Follow-Up: None present at this time.</p>
	<input checked="" type="checkbox"/> The school administration, school mission, and legal criteria that will be used to evaluate candidates for head administrator position.	08 OCT 2018	<p>The school provided a detailed narrative outlining the processes the governing board will utilize to evaluate the head administrator, which includes a mid-year and end-of-year evaluation process to promote transformational growth. The evaluation will embody the HOUSSSE Competency Domains.</p> <p>Requested Follow-Up: None present at this time.</p>
	<input checked="" type="checkbox"/> A detailed timeline for recruiting, interviewing, selection, conducting background checks, and signing of a contract for the head administrator	08 OCT 2018	<p>The school provided a detailed chart to include proposed timeline(s), action steps, and responsible parties for hiring the head administrator. The timeline included development of the search committee, application screening, and interview processes.</p>

	that must be completed prior to May 15 th .		It is recommended the school build into this time the receipt/review of NM PED licensure and background check verification. Possibly prior to the April report to the Governing Board. Requested Follow-Up: None present at this time.
	<input checked="" type="checkbox"/> A list of all prospective staff positions and a description of the required licensure for each position.	08 OCT 2018	The school provided a detailed "staff position hiring overview" which outlined hiring needs for Years 1-5 to include projected student enrollment, leadership and instructional team needs along with the appropriate licensure needs. Though contracted, the school's business manager should be included within the hiring needs of the school. Requested Follow-Up: None present at this time.

SUMMARY REPORT - ITEMS DUE BY NOVEMBER 15th.

11-15.7. Attend all planning year conferences to discuss issues, concerns, and findings identified in the Implementation Year Checklist.	<input checked="" type="checkbox"/> School scheduled with CSD within 10 days of receiving the November 15 th Summary Report.	09 JAN 2019	The school participated in a phone conference (on 09 JAN 2019) with the CSD staff to discuss items from the NOV submission that required review or revision. The items the school was asked to review/revise were minimal. Specifically, its conflict of interest, background check, anti-nepotism, and compliant policies.
INDICATORS	DOCUMENTATION	Date Complete	FINDINGS/COMMENTS
ITEMS DUE BY MARCH 1 st .			
3-1.1. Resolve all findings with the	<input checked="" type="checkbox"/> Revised policies and provided additional documentation to	05 APR 2019	The school provided a status update of the requested follow-up documents from the NOV submission, to include minor revisions and recommended changes to

Implementation Year Checklist.	address and resolve all findings, issues, and concerns identified in the November 15 th review or discussed during the November 15 th conference.		its policies and procedures noted above in the NOV indicators. Requested follow-up: None present at this time.
3-1.2. Governing Board established and complying with PEC notification requirements. <i>PEC Policy, Charter School Governing Body Changes.</i>	<input checked="" type="checkbox"/> Review the PEC Policy, Charter School Governing Body Changes document and provide notice regarding any changes to the Governing Body which have occurred since 11.15. PEC Policy, Charter School Governing Body Changes.	05 APR 2019	The school provided its current governing board membership to include seven (7) seated members. The school also provided evidence of implementation of the PEC reporting governing board change procedures. Requested Follow-Up: None present at this time.
3-1.3. Membership Projections. <i>NMSA § 22-8-12.1.</i>	<input checked="" type="checkbox"/> Provide the projected student membership for the upcoming school year to the CSD. Projections should indicate number of projected students by grade level. Membership projections must also detail what evidence and basis there is for this projection. (Please be aware, if insufficient evidence or basis is provided then the School Budget Bureau may elect to reduce the projected enrollment)	05 APR 2019	The school provided a thorough membership projection to include a narrative of all recruitment efforts (dates and method) and diagram of applications received to date of MAR IY submission. The school indicated it has received 50 applications for the 5 th grade and 54 applications for the 6 th grade. The school anticipates it will receive a total of 200 applications to fill its 156 enrollment capacity (with a small waitlist) by AUG 2019. Requested Follow-Up: None present at this time.
	<input checked="" type="checkbox"/> Current lottery forms and current lottery forms as a percentage of membership projections on file with the School Budget Bureau. A copy must be sent to the CSD.	24 MAR 2019	Duplicate from 3-1.5(B) Requested Follow-Up: Requested revision to Lottery Application is indicated in 3-1.5(B) below.

[illegible]

	<input checked="" type="checkbox"/> Evidence that school is advertising with newspapers, bulletin boards, and other methods.	05 APR 2019	<p>The school provided evidence of Facebook advertisements along with traditional flyer, door hanger, and postcard advertisement as means of recruiting students.</p> <p>Requested Follow-Up: None present at this time.</p>
<p>3-1.6. Status report on the development and acquisition of facilities that meet E-Occupancy, NMCI requirements, and ownership/lease requirements.</p> <p><i>NMSA § 22-8B-4.2.</i></p>	<p><input checked="" type="checkbox"/> Provide status report of all actions the school has taken to identify an appropriate facility.</p> <p>If the school has identified such a facility, please provide the following details:</p> <ol style="list-style-type: none"> 1) Expected date of receiving E-Occupancy certificate. 2) Any current outstanding construction items that must be completed before E-Occupancy can occur. 3) NMCI score OR expected date of receiving NMCI score. 4) Approval from PSFA regarding ownership/lease requirements OR identify outstanding items that must be completed before PSFA approval can be secured. <p>If the school has not identified an appropriate facility, please submit</p>	04 APR 2019	<p>The school provided a detailed timeframe and narrative for the completion of its temporary and permanent school site, i.e., portable structures. The school's timeline appears to be realistic with the temporary site opening in AUG for its students.</p> <p>The school indicated the anticipated date for obtaining E-Occupancy on the temporary site is 18 JUL 2019. Along with the anticipated E-Occupancy for the permanent school site as 15 OCT 2019.</p> <p>Requested Follow-Up: None present at this time.</p>

	detailed planned actions, with timelines.		
	<input checked="" type="checkbox"/> Provide evidence that contact has been made with PSFA regarding the facilities plan and that contact has been made within the last 30 days.	04 APR 2019	<p>The school provided email communications between PSFA, with anticipated meeting date of 25 FEB 2019. The school indicated the building design plans would be finalized by 14 FEB 2019. The CSD will ask for an update on the status of the building plans during the MAY IY submission.</p> <p>Requested Follow-Up: None present at this time.</p>
3-1.7. Financial Control.	<input checked="" type="checkbox"/> Provide adequate Internal Control Procedures <i>NMAC § 6.20.2.11 – 6.20.2.18.</i>	01 APR 2019 16 MAY 2019	<p>The school provided detailed internal controls and procedures that appear to align with regulation and Procurement Code. However, there are a few areas within the policies the school should consider revision for clarity purposes.</p> <p>Requested Follow-Up: Please see embedded comments (within the school's document) for requested additional review and revision.</p> <p><i>Review of Resubmitted Documents: Thank you for resubmitting documentation with revisions for review. The requested changes have been made. No further action is necessary.</i></p>
	<input checked="" type="checkbox"/> Establish and implement written procurement procedures consistent with state and federal law and regulations. <i>NMAC § 6.20.2.17; 34 CFR 74.44.</i>	01 APR 2019	<p>The school provided detailed Procurement procedures that appear to align with the Procurement Code and procurement Regulation.</p> <p>Requested Follow-Up: None present at this time.</p>
3-1.8. Mandatory operational policies and procedures have been developed. <i>New Charter Contract</i>	<input checked="" type="checkbox"/> Compulsory school attendance policies and procedures. <i>NMSA § 22-12-2 et seq.</i>	01 APR 2019	<p>The school provided detailed attendance policies and procedures that appear to align with the NM Compulsory Attendance Law. However, there are a few areas within the policies the school should consider revision for clarity purposes.</p>

Section 5.(3)			Recommended Follow-Up: Please see embedded comments (within the school's document) for requested additional review and revision.
	<input checked="" type="checkbox"/> Compulsory school attendance policies and procedures – Provision to conduct early intervention for students who have accumulated five (5) unexcused absences. NMSA § 22-12-9.	01 APR 2019	The school provided detailed procedures for identifying students in need of early intervention of improved attendance strategies that include the student's parents. Requested Follow-Up: None present at this time.
	<input checked="" type="checkbox"/> Tobacco free policies and procedures. NMAC § 6.12.4.	01 APR 2019	The school provided a detailed Tobacco free policy that appears to align with regulation. Requested Follow-Up: None present at this time.
	<input checked="" type="checkbox"/> Bullying (including hazing) prevention policies and procedures. NMAC § 6.12.7.	01 APR 2019	The school provided a detailed Bully prevention policy and procedures that appears to align with regulation. Requested Follow-Up: None present at this time.
	<input checked="" type="checkbox"/> Dual credit policies and procedures. NMAC § 6.30.7.8.	01 APR 2019	Given the school will only serve grades 5-8, dual credit opportunities are not applicable. Requested Follow-Up: None present at this time.
	<input checked="" type="checkbox"/> Distance learning policies and procedures. NMAC § 6.30.8.	01 APR 2019	The school provided a detailed Distance Learning policy and procedures that appears to align with regulation. Requested Follow-Up: None present at this time.
	<input checked="" type="checkbox"/> Grade change policies and procedures. NMAC § 6.30.10	01 APR 2019	The school provided a detailed Grade Change policy and procedures that appears to align with regulation. However, there is an area within the policy the school should consider revision for clarity purposes. Requested Follow-Up: Please see embedded comments (within the school's document) for requested additional review and revision.
	<input checked="" type="checkbox"/> Policies, procedures, and any forms for ensuring parental access to information regarding professional	04 APR 2019	The school provided a detailed policy and procedures outlining how parents will be informed of their respective teacher qualifications that appears to align with regulation. However, there are a few areas within

<p>qualifications of teachers, instructional support providers, and principals.</p> <p><i>NMSA § 22-10A-16.</i></p>		<p>the policies the school should consider revision for clarity purposes.</p> <p>Requested Follow-Up: Please see embedded comments (within the school's document) for requested additional review and revision.</p>
<p><input checked="" type="checkbox"/> Student information system security policies and procedures.</p> <p><i>NMAC § 6.19.5.8.</i></p>	<p>04 APR 2019</p> <p>16 MAY 2019</p>	<p>The school provided a detailed policy and procedures that mostly align with regulation. However, there are a few areas within the Student information system security subsection that require revision to include all of the component of the supporting regulation.</p> <p>Requested Follow-Up: Please see embedded comments (within the school's document) for requested additional review and revision.</p> <p><i>Review of Resubmitted Documents: Thank you for resubmitting documentation with revisions for review. The requested changes have been made. No further action is necessary.</i></p>
<p><input checked="" type="checkbox"/> Staff discipline policies and procedures.</p> <p><i>NMAC § 6.69.2.8.</i></p>	<p>05 APR 2019</p> <p>16 MAY 2019</p>	<p>The school provided a detailed staff discipline policy and procedures that mostly align with regulation. However, the school must ensure <u>all</u> components of NMAC 6.69.2.8 are integrated into its procedures.</p> <p>Requested Follow-Up: Please see embedded comments (within the school's document) for requested additional review and revision.</p> <p><i>Review of Resubmitted Documents: Thank you for resubmitting documentation with revisions for review. The requested changes have been made. No further action is necessary.</i></p>
<p><input checked="" type="checkbox"/> Policy, process, or plan to disseminate "Code of Ethics" and "Code of Professional Conduct" to all licensed employees.</p> <p><i>NMAC § 6.60.9.81., 6.60.9.9.</i></p>	<p>05 APR 2019</p>	<p>The school provided a policy and procedure for disseminating "Code of Ethics" and "Code of Professional Conduct" that aligns with regulation. The school requires each licensed staff to sign the "Code of Ethics" document upon employment.</p> <p>Requested Follow-Up: None present at this time.</p>
<p><input checked="" type="checkbox"/> Policies and procedures for detention, suspension, or expulsion.</p> <p><i>NMAC § 6.11.2.12.</i></p>	<p>05 APR 2019</p>	<p>The school provided a detailed policy and procedures for student detention, suspension, and expulsion that appear to align with regulation.</p> <p>Requested Follow-Up: None present at this time.</p>

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<p>3-1.9. Curriculum plan.</p> <p><i>NMAC 6.29.1.9.</i></p>	<p><input checked="" type="checkbox"/> Status report on implementation of Special Population Development Plans.</p>	<p>09 APR 2019</p>	<p>The school provided an updated (since the NOV submission window) overview chart to include the progress the school has made toward its comprehensive timeline(s), draft due date(s), approval date(s), and responsible parties for development of policies/procedures for: students with disabilities, students with 504 plans, gifted students, and English language learners. The school also provided more detailed chart(s) breaking down specific development of policy/procedures to be completed within each student subgroup; such as responsibilities to serve students with disabilities, non-discrimination policy, language assistant program, and responsibilities to serve ELL students.</p> <p>Requested Follow-Up: None present at this time.</p>
<p>3-1.10. Protocols and Policies for Implementation of RTI and SAT processes.</p> <p><i>NMAC § 6.29.1.9; Rtl State Guidance Manual.</i></p>	<p><input checked="" type="checkbox"/> RTI & SAT policies and procedures.</p>	<p>09 APR 2019</p>	<p>The school provided a clearly defined three tiered system it will implement to support its students through the SAT processes and further through the evaluation processes for students with suspected disabilities.</p> <p>Requested Follow-Up: None present at this time.</p>
<p>3-1.11. Special Education.</p> <p><i>IDEA 2004; 29 U.S.C. § 701 (otherwise known as Section 504 of the Rehabilitation Act of 1973); NMSA § 22-13-5 -- 22-13-8; NMSA 22-13-5 -- 22-13-8); NMAC 6.29.1.9; NMAC § 6.29.5.1, et seq.; NMAC § 6.31.2, et seq; NMAC § 6.10.8.9; New Charter Contract Section5.(3)</i></p>	<p><input checked="" type="checkbox"/> ELL services. --Provide evidence that school has consulted with the ELL Bureau and reviewed the relevant technical assistance manuals.</p> <p>Through the CSD-provided implementation training and/or individual school or group consultation, a school is required to show consultation with the Language and Culture Bureau.</p>	<p>09 APR 2019</p>	<p>The school provided a narrative to evidence a consultation with the Language and Culture Bureau, to include training opportunities the school leadership participated in offered through the Language and Culture Bureau, specifically on serving ELL students.</p> <p>Requested Follow-Up: None present at this time.</p>
	<p><input checked="" type="checkbox"/> Special Education and 504 Services. --Provide evidence that school has consulted with the Special Education Bureau</p>	<p>09 APR 2019</p>	<p>The school provided a narrative to include screenshots of email communication to the Special Education Bureau requesting a meeting. However, all communication efforts did not successfully produce a meeting. The school indicated they will continue to reach out to the Special Education Bureau.</p>

	<p>and discussed IDEA and 504 requirements.</p> <p>Through the CSD-provided implementation training and/or individual school or group consultation, a school is required to show consultation with the Special Education Bureau.</p>		<p>Requested Follow-Up: Please keep the CSD apprised of new information regarding consultation with the Special Education Bureau.</p>
	<p><input checked="" type="checkbox"/> Indian Education – Provide evidence that school has consulted with the Indian Education Division to determine the need for and if necessary, to develop any needed Native American policies, procedures, and memorandums.</p> <p>(Through the CSD-provided implementation training and/or individual school or group consultation, a school is required to show consultation with the Indian Education Division regardless of whether a school will be seeking to provide a culturally-relevant or maintenance and revitalization program.)</p> <p>NMSA § 22-23A (Indian Education Act). NMAC § 6.10.8.9. NMAC § 6.35.2</p>	09 APR 2019	<p>The school provided a narrative to evidence consultation with the Indian Education division, via a training provided through the Charter School Division on behalf of the Indian Education division.</p> <p>Requested Follow-Up: None present at this time.</p>
SUMMARY REPORT - ITEMS DUE BY MARCH 1st			

3-1.12. Conference, discussion, and review of any findings, issues, or concerns.		18 APR 2019	The school participated in a phone conference (on 18 APR 2019) with the CSD staff to discuss items from the MAR submission that required review or revision. The items the school was asked to review/revise were minimal. Specifically, revision to the school's internal control procedures, personnel handbook, student and family handbook, and a few operational policies and procedures.

INDICATORS	DOCUMENTATION	Date Complete	FINDINGS/COMMENTS
ITEMS DUE BY MAY 15th.			
5-15.1. Resolve all findings with the Implementation Year Checklist.	<input checked="" type="checkbox"/> Revised policies and additional documentation to address and resolve all findings, issues, and concerns identified in the March 1 st review or discussed during the March 1 st conference.	17 MAY 2019	The school provided a status update and revised documentation of the requested follow-up from the MAR submission, to include minor revisions and recommended changes to its policies and procedures noted above in the MAR indicators. Requested follow-up: None present at this time.
5-15.2. Director / Principal / Administrator in place and holds administrative license.	<input checked="" type="checkbox"/> Copy of administrator's license(s) or plan for obtaining licensure within 90 days of contract effective date.	17 MAY 2019	The school provided evidence of Head Administrator licensure, issued through NM PED. The school has identified Rachel Anne Sowards at its head administrator and her license is effective 01 JUL 2018 through 30 JUN 2023. Requested follow-up: None present at this time.
<i>NMSA § 22-10A-3; NMSA § 22-8B-10.</i>	<input checked="" type="checkbox"/> Signed contract with position description.	17 MAY 2019	The school provided evidence of a signed contract for the head administrator, effective 01 JUL 2019 through 30 JUN 2020. The contract was signed by the Board President and Head Administrator on 18 APR 2019. Requested follow-up: None present at this time.

5-15.3.Membership Projections & Enrollment. <i>NMSA § 22-8-12.1.</i>	<input checked="" type="checkbox"/> Provide an update on lottery form submissions or current enrollment by grade level and as a percentage of the March 1 st projected enrollment.	17 MAY 2019	The school provided a table indicating the school has enrolled or is in the process of enrolling 135 students to date. Enrollment is broken down as follows: 68 registration complete, 53 registration in process, 9 accepted, and 5 offered. With the current enrollment activity and referrals from other families, the school believes they will enroll 156 students by AUG 2019.
5-15.4.First Year Operating Budget in place. <i>NMSA § 22-8-11.</i>	<input checked="" type="checkbox"/> A Charter School Operating Budget (form 901BCS-10) on file that aligns with current enrollment and that has been submitted to the CSD.	17 MAY 2019	The school provided evidence the school's 901BCS-10 form was submitted by its Business Manager to the PED Budget Analyst. Please continue to work closely with the SBFA Bureau to move forward with the budgeting process. Requested Follow-Up: None present at this time.
5-15.5. Access to OBMS. <i>NMAC § 6.20.2.10.</i>	<input checked="" type="checkbox"/> OBMS User Form on file to allow access to OBMS (BAR submissions, approvals, etc.). Evidence must be provided to CSD.	17 MAY 2019	The school provided evidence, via a screenshot, of its access to the OBMS financial system, effective 19 DEC 2018. Requested Follow-Up: None present at this time.
5-15.6.An electronic system for management of student data has been implemented and is compatible with STARS. <i>NMSA § 22-10A-19.2.</i>	<input checked="" type="checkbox"/> Provide name of software the school plans on using and name of entity that publishes, manages, or operates the software.	17 MAY 2019	The school provided evidence, via an invoice the school has contracted with PowerSchool as their Student Information System. Requested Follow-Up: None present at this time.
	<input checked="" type="checkbox"/> Provide evidence software is compatible with STARS.	17 MAY 2019	The school provided evidence, via email communication with the NM PED IT department confirming PowerSchool's compatibility with the State's student data reporting platform STARS. Requested Follow-Up: None present at this time.
5-15.7.Assessment Plan Developed. <i>NMAC § 6.80.4.9(E).</i>	<input checked="" type="checkbox"/> Should the school wish to provide Interim assessments the school must provide evidence that interim assessments have been identified and budgeted, and that there has been contact with an identified assessment company.	17 MAY 2019	The school provided a narrative indicating it will utilize NWEA-MAPS for English and Math, as its short-cycle assessment. The school also indicated it will create internal interim assessments (ELA and Math) administered 5 times throughout the year; along with the STARS Reading program for ELA. In addition to the narrative, the school provided vendor generated quotes for purchasing of each interim assessment. (I.e., Renaissance and NWEA) Requested Follow-Up: None present at this time.

	<input checked="" type="checkbox"/> Provide plan and schedule for administration of interim assessment(s) and for administration of PARCC, W-IDA / W-APT / ACCESS or any other planned assessments.	17 MAY 2019	<p>The school provided a graphic table that included each (all required plus school selected) Assessment(s) separately along with the Frequency of administration, Proposed dates for administration, and Notes per each assessment, such as what students/grade level will be administered the assessment.</p> <p>Requested Follow-Up: None present at this time.</p>
5-15.8.Staffing Plan.	<input checked="" type="checkbox"/> Status report on recruitment and hiring to meet staffing plan provided in application.	17 MAY 2019	<p>The school provided a detailed table outlining its hiring status. To date, the school has hired 11 of its 14 positions and are interviewing the remaining 3 of its 14 positions. The positions the school has not finalized hiring for are: 5th grade math teacher, 5/6th science teacher, and PE teacher. The school indicated it has extended an offer to the PE teacher, however, it has not been finalized.</p> <p>Requested Follow-Up: None present at this time.</p>
	<input checked="" type="checkbox"/> Timelines to secure licensing and backgrounds for each prospective staff member.	17 MAY 2019	<p>The school provided a detailed table outlining the timeline for teachers to apply for licensure and background checks, which coincide, and should be completed by 01 JUL 2019. According to the school, Teacher PD begins on 08 JUL 2019.</p> <p>It has been the guidance from the Professional Licensure Bureau to utilize Licensure's ORI# when requesting background check(s). By doing so, the Licensure Bureau will receive/review and clear prospective background checks, then provide to the school. Of course, all licensed personnel background checks must be requested through the Licensure Bureau.</p> <p>Requested Follow-Up: None present at this time.</p>
	<input checked="" type="checkbox"/> Special education staffing plan / contracts.	17 MAY 2019	<p>The school provided a narrative indicating the school has hired two (2) Special Education teachers. One of the two teachers currently holds a NM PED issued teaching license (Special Education, working toward obtaining the Gifted endorsement) and the other teacher is working toward obtaining a NM PED Teaching licensure through the reciprocity process (currently licensed in California).</p> <p>Requested Follow-Up: None present at this time.</p>
5-15.9.Professional development plan.	<input checked="" type="checkbox"/> Plan and forms to implement professional development plans	17 MAY 2019	<p>The school provided a narrative outlining the school's Five Step procedures for ensuring teacher PDP's are robust, relevant to each teacher needs, align with the school's goals, and completed timely (prior to the 40th</p>

<p><i>New Charter Contract Section 5.(3)</i></p>	<p>(PDPs) for individual teachers.</p> <p>NMAC § 6.65.2.8; NMAC § 6.30.5.13; NMAC § 6.30.12.11.</p>		<p>day of each school year). The school also provided template forms it will use for the teacher PDP process that identify “Teacher Objective, goals, responsible parties, timelines, and desired results” along with reflection tools.</p> <p>Requested Follow-Up: None present at this time.</p>
	<p><input checked="" type="checkbox"/> Mentorship program and any necessary forms or tools to be used for novice teachers.</p> <p>NMAC § 6.60.10.</p>	17 MAY 2019	<p>The school provided a robust “Mentorship” procedure and forms packet. The school identified mentoring needs for all novice teachers and mentorship being extended to teachers through their 2-3 year of teaching, if needed. The school included the following in its “Beginning Teacher Mentorship Program”: Mentor Selection, Mentor/Mentee Assignment, Partnership Progress Monitoring, and Mentor/Mentee Program Components.</p> <p>Will the school provide a stipend to the mentoring teacher for formal mentorship each academic year? This information was not included in the information provided.</p> <p>Recommended Follow-Up: Update the school’s mentorship policy and procedures to reflect a stipend is provided to mentor teachers, as required per regulation. At the very least, have the governing board approve a ‘mentor stipend’ to be provided, when applicable.</p>
	<p><input checked="" type="checkbox"/> Plan and forms to implement professional development plans (PDPs) for all individual teachers.</p> <p>NMAC § 6.65.2.8; NMAC § 6.30.5.13; NMAC § 6.30.12.11.</p>	NA	<p>Duplicate from indicator above.</p>
<p>5-15.10.Employee benefits and Risk Insurance coverage through the New Mexico Public Schools Insurance Authority (NMPSIA).</p> <p>NMSA § 22-8B-9;</p>	<p><input checked="" type="checkbox"/> Employee benefits coverage (may include basic life and accidental death & dismemberment, voluntary life, long term disability, two medical plans, a dental plan with basic and comprehensive</p>	17 MAY 2019	<p>The school provided email communications with NMPSIA confirming the school has established employee benefits to include health, vision, dental, life, and disability.</p> <p>Requested Follow-Up: None present at this time.</p>

<p><i>NMAC § 6.50.1 et. seq;</i> <i>New Charter Contract Section 6.(3)</i></p>	<p>coverage, and a vision plan).</p>		
	<p><input checked="" type="checkbox"/> Risk coverage policy (may include property insurance, liability insurance, workers' compensation, student catastrophic insurance, student accident insurance, boiler & machinery insurance, and underground storage tanks coverage).</p>	21 MAY 2019	<p>The school provided evidence of "Certificate of Property and Liability" insurance, through NMPSIA.</p> <p>Requested Follow-Up: None present at this time.</p>
<p>5-15.11.Health, Safety, and Wellness Policy Requirements</p> <p><i>NMAC 6.29.1.9(O)(6)</i> <i>NMAC § 6.12.1, et seq.</i> <i>NMSA § 30-7-2.1</i> <i>NMSA § 32A-2-33</i> <i>Wellness Policy Guidance Document;</i> <i>Safe Schools Policy Guidance Document;</i> <i>Health Education Guidance Document;</i> <i>Homeless Policy Guidance Document;</i> <i>Charter Contract</i></p>	<p><input checked="" type="checkbox"/> Health services policies and procedures.</p> <p><i>NMAC § 6.12.2;</i> <i>Wellness Policy Guidance Document.</i></p>	22 MAY 2019	<p>The school provided its Health services policy and procedures that appear to align with regulation.</p> <p>Requested Follow-Up: None present at this time.</p>
	<p><input checked="" type="checkbox"/> School has provided evidence that it has developed wellness policies and procedures pursuant to NMAC § 6.12.6 and submitted these to the Safe and Healthy Schools Wellness Bureau for review.</p> <p><i>NMAC § 6.12.6;</i> <i>Wellness Policy Guidance Document.</i></p>	22 MAY 2019	<p>The school provided its Wellness Policy that appears to align with regulation and guidance from the Safe and Healthy School's Bureau.</p> <p>The school also provided evidence it has submitted its initial Wellness Policy for review by the Safe and Healthy School's Bureau, evidence by email communications between the school and Jimmie Thompson. The school has a meeting with the Safe and Healthy Schools Bureau scheduled on 28 MAY 2019 to review the school's initial Wellness Policy.</p> <p>Requested Follow-Up: None present at this time.</p>
	<p><input checked="" type="checkbox"/> School has provided evidence that it has developed an initial Safe School Plan pursuant to NMAC § 6.12.6 and submitted it to the Coordinated School Health and Wellness Bureau for review.</p> <p><i>NMAC § 6.12.6;</i> <i>Safe Schools Guidance Document.</i></p>	22 MAY 2019	<p>The school provided its initial Safe School Plan (SSP) that appears to align with regulation and rubric provided by the Safe and Healthy Schools Bureau. However, the CSD did not complete a detailed review of the SSP, as the plan will be reviewed and approved by the Safe and Healthy Schools Bureau in DEC 2019.</p> <p>To satisfy the requirements of this indicator, the school provided evidence it has developed the SSP and provided to Safe and Healthy Schools Bureau.</p> <p>Requested Follow-Up: None present at this time.</p>

	<input checked="" type="checkbox"/> Plan for implementation of required emergency drills, including dates and types of drills for the school year. NMSA §22-13-14	21 MAY 2019	<p>The school provided a detailed emergency drill procedure, defining each type of emergency drill (fire, lockdown, relocation, and shelter in place) and how the school will execute each emergency drill; to include the students, teachers, and administrations responsibilities. The school also provided a tentative emergency drill schedule to include weekly fire drills conducted within the first four weeks of school, along with relocation, lockdown, and shelter in place drill(s) throughout the academic year that appear to align with current regulation.</p> <p>Additionally, the CSD provided guidance to the school on the newly approved regulation for conducting emergency drill(s) effective 01 JUL 2019, which is different than the current regulation.</p> <p>Requested Follow-Up: None present at this time.</p>
	<input checked="" type="checkbox"/> Gun free schools policy. NMSA § 30-7-2.1; NMSA § 32A-2-33.	21 MAY 2019 26 MAY 2019	<p>The school provided its Gun Free School policy that mostly aligns with statute. However, the school must include all components of 30-7-2-1 § NMSA; specifically, subsection 5.</p> <p>Requested Follow-Up: Please see embedded comments on page 10 (of the school’s document) to include all components of statute within the school’s policy.</p> <p><i>Review of Resubmitted Documents: Thank you for resubmitting documentation with revisions for review. The requested changes have been made. No further action is necessary.</i></p>
	<input checked="" type="checkbox"/> Health and wellness curriculum, scope and sequence that aligns to the NM content standards for the grades served. NMAC § 6.29.6.1 et. seq.; Health Education Guidance Document.	23 MAY 2019	<p>The school provided its health curriculum for the 2019-20 academic year that outlines each unit, the content standard the unit covers, and the lesson specific plans to support each unit. The school’s health curriculum appears to align with the grade-level appropriate NM health education content standards.</p> <p>Requested Follow-Up: None present at this time.</p>
	<input checked="" type="checkbox"/> Physical education curriculum, scope and sequence, that aligns to the NM content	23 MAY 2019	<p>The school provided its PE curriculum for the 2019-20 academic year that outlines each unit, the standard the unit covers, and the lesson specific plans to support each unit. The school’s PE curriculum focuses on the “Circus Arts” and appears to align with the NM physical education standards.</p>

standards for the grades served. <i>NMAC § 6.29.9.1 et. seq.</i>		Requested Follow-Up: None present at this time.
<input checked="" type="checkbox"/> Homeless youth complaint policy and Notice of Rights. <i>NMAC § 6.10.3.9 (D).</i>	23 MAY 2019	<p>The school provided its Homeless compliant policy that appears to align with regulation. The school included the “Notice of Rights” within the policy, as outlined in regulation. The CSD team encourages the school to create a separate document specific to and only includes the “Notice of Rights” for the McKinney Vento dispute process. Such document would be readily available if the school faces such dispute.</p> <p>Furthermore, the school will need to develop a (governing board approved) dispute resolution policy specific to the McKinney Vento Act. This dispute policy can be included within the “Homeless youth and compliant policy” or may be a stand-alone policy. There are specific components for the McKinney Act dispute resolution policy to align with Federal requirements. The CSD will provide to the school such requirements. Please note, the McKinney Vento Act dispute resolution policy is a policy the CSD requests to see while conducting the school’s annual site visit.</p> <p>Requested Follow-Up: None present at this time.</p>
<input checked="" type="checkbox"/> Homeless education and assistance policies and procedures. <i>Homeless Policy Guidance Document, NM Educational Stability Guidelines. .</i>	23 MAY 2019	<p>The school provided its Homeless education and assistance policy and procedures that appear to align with Federal guidelines.</p> <p>The school will be responsible for maintaining a McKinney Vento liaison to support the identification of and providing supports to the school’s homeless student population. The liaison will be responsible for completing required training. Information on required training will be provided by the State’s McKinney Vento liaison in the Fall of 2019.</p> <p>Requested Follow-Up: None present at this time.</p>
<input checked="" type="checkbox"/> Immunizations policies and procedures. <i>NMAC § 6.12.2.8.</i>	23 MAY 2019	The school provided its Immunization policy that mostly aligns with regulation. The school must include all components of 6.12.2.8 NMAC within this policy; specifically, adding subsection [E] and [F].

		26 MAY 2019	<p>Requested Follow-Up: Please see embedded comments on page 18 (of the school's document) to include all components of statute within the school's policy.</p> <p><i>Review of Resubmitted Documents: Thank you for resubmitting documentation with revisions for review. The requested changes have been made. No further action is necessary.</i></p>
	<input checked="" type="checkbox"/> Pest Control policies & procedures. <i>NMAC 6.29.1.9(P)(6).</i>	23 MAY 2019	<p>The school provided its Pest Control policy and procedures that appear to align with regulation.</p> <p>Requested Follow-Up: None present at this time.</p>
<p>5-15.12.Special Education.</p> <p>IDEA 2004; 29 U.S.C. § 701 (otherwise known as Section 504 of the Rehabilitation Act of 1973); NMSA § 22-13-5; NMSA § 22-13-8); NMAC 6.29.1.9; NMAC § 6.29.5.1, et seq.; NMAC § 6.31.2, et seq.</p>	<input checked="" type="checkbox"/> School special education & 504 policies and procedures.	23 MAY 2019	<p>The school provided its special education policies and procedures manual that appears to be thorough and mostly align with Federal guidelines and regulations. The school's manual includes: the school's responsibility to identify students with disabilities, responsibilities to utilize Child Find along with training school personnel, RtI procedures, SAT team processes and responsibilities, determination factors for evaluation, developing a student IEP and the re-evaluation process, REED process flow-chart, and existing special education services.</p> <p>However, the manual did not include procedures and guidelines for developing student 504 plan(s), when appropriate.</p> <p>Requested Follow-Up: The school develop 504 Plan policy and procedures and include within its Special Education manual.</p> <p><i>Review of Resubmitted Documents: Thank you for resubmitting documentation with revisions for review; specifically, the school's 504 Plan procedure manual. The requested changes have been made. No further action is necessary.</i></p>
	<input checked="" type="checkbox"/> Completed special education template. <i>Memorandum from Director Baca, NM Special Education Bureau to Charter School Administrators (June 2, 2014).</i>	23 MAY 2019	<p>The school provided the completed Special Education template, to include eight chapters.</p> <p>Requested Follow-Up: None present at this time.</p>

	☒ Procedures and any necessary forms for tracking special education ancillary and direct services.	23 MAY 2019	<p>The school provided a template spreadsheet the school will use to track all special education services (direct service and ancillary service). The excel spreadsheet is individualized per student and organized by month to include the Case Manager, services provided and by whom and when, along with the services listed on the student IEP.</p> <p>The school also provided special education eligibility forms to include but not limited to: ‘Review of existing evaluation data (REED), determination of need for additional data, eligibility determination for autism, eligibility determination for deaf-blindness’, etc.</p> <p>Requested Follow-Up: None present at this time.</p>
	☒ School ELL policies and procedures.	23 MAY 2019 26 MAY 2019	<p>The school provided its ELL policy and procedures that mostly align with regulation and Federal guidelines.</p> <p>However, the CSD has provided feedback throughout the document to correct ELL program requirements or language to align with the Language and Culture Bureau’s guidelines. Additionally, provided feedback to align with the handbook relevant to the grade levels served at the school.</p> <p>Requested Follow-Up: Please see embedded comments (within the school’s document) to include <u>all</u> requirements and Federal guidelines within the school’s policy.</p> <p><i>Review of Resubmitted Documents: Thank you for resubmitting documentation with revisions for review; specifically, revisions made to the school’s ELL procedures manual. The requested changes have been made. No further action is necessary.</i></p>
	☒ Copies of all forms and surveys to be used in the application of the ELL policies and procedures.	23 MAY 2019	<p>The school provided the initial parent notification template, informing the parent of their student’s ELL eligibility and English-language proficiency screener results. This template provided the parent the opportunity to opt out of ELL services but informed the requirement for annual English-language proficiency assessment.</p>

			<p>The school must also provide, for ELL eligible students, an annual parent letter along with the student's English-language proficiency assessment outcomes, annually.</p> <p>The CSD asks the school to provide an example of the annual parent notification template along with the Language Usage Survey the school will be using.</p> <p>Requested Follow-Up: The school provide the annual parent notification template along with the Language Usage Survey the school will be using during registration, when appropriate.</p>
<p>5-15.13.School Directed Program Time Requirements.</p> <p>NMSA § 22-8-9; NMSA § 22-2-8.1; NMAC 6.29.1.9(J); Instructional Hour Worksheet.</p>	<p><input checked="" type="checkbox"/> Provide a school schedule, calendar, or any other necessary documentation that ensures minimum school directed program time is provided for the grades served and adequate instructional time is provided to support the school program.</p>	23 MAY 2019	<p>The school provided its annual academic calendar indicating the school will be providing 188 instructional days and 22 additional professional development days for teachers.</p> <p>The CSD reminds the school to update its Budget Calendar with the School Budget Bureau if instructional days or scheduling changes from the initially submitted budget calendar.</p> <p>Requested Follow-Up: None present at this time.</p>
<p>5-15.14.High school and middle school requirements.</p> <p>(This indicator is applicable only to schools that serve grades 6-12.)</p> <p><i>New Charter Contract Section 5.(3)</i></p>	<p><input type="checkbox"/> Graduation requirements. (Only applicable for schools that serve grade 12)</p> <p><i>NMSA § 22-13-1.1</i></p>		<p>Not applicable, as the school will serve grades 5-8.</p>
	<p><input type="checkbox"/> Next Step Plan forms, policies and procedures. (Only applicable for schools that serve grades 8-12).</p> <p><i>NMSA § 22-13-1.1</i></p>		<p>Not applicable, as the school will not serve grade 8 students until its third year of operations.</p>
	<p><input type="checkbox"/> School Athletic Equity policies and procedures (Only applicable for schools that serve grades 7-12).</p> <p><i>NMAC § 6.13.4</i></p>		<p>Not applicable, as the school will not serve grade 7 students until its second year of operations.</p>

	<input type="checkbox"/> Provide evidence school shall offer at least one honors or similar academically rigorous class each in mathematics and language arts. <i>NMSA § 22-13-1.4.</i>		Not applicable, as the school will serve grades 5-8.
	<input type="checkbox"/> Provide evidence school has a signed Dual Credit Master Agreement with an institution of higher education. <i>NMSA § 22-13-1.4.</i>		Not applicable, as the school will serve grades 5-8.
	<input type="checkbox"/> Provide evidence school has a program of distance learning courses in place. <i>NMSA § 22-13-1.4.</i>		Not applicable, as the school will serve grades 5-8.
	<input type="checkbox"/> Provide evidence school is prepared to offer at least two years of a language other than English. <i>NMSA § 22-13-1.4.</i>		Not applicable, as the school will serve grades 5-8.

SUMMARY REPORT - ITEMS DUE BY MAY 15th.

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5-15.15. Attend all planning year conferences to discuss issues, concerns, and findings identified in the Implementation Year Checklist.	<input checked="" type="checkbox"/> School scheduled a conference with CSD within 10 days of receiving the May 15 th Summary Report.	31 MAY 2019	Not applicable, as the school did not require a conference call for the MAY submission requirements.
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INDICATORS	DOCUMENTATION	Date of Completion	FINDINGS
ITEMS DUE TWO WEEKS PRIOR TO OPENING DATE <u>If the school fails to meet any of the following indicators, the CSD will inform the PEC. At that time, the PEC will take appropriate action, which may include voting to halt the commencement of operations.</u>			
P-O.1. Resolve all findings with the Implementation Year Checklist.	<input type="checkbox"/> Revised policies and additional documentation to address and resolve all findings, issues, and concerns identified in the May 15th review or discussed during the May 15th conference.		
P-O.2. Curriculum framework is articulated in writing and matches school mission and goals. (Framework aligned to NM content standards, benchmarks and performance standards by end of first year.)	<input type="checkbox"/> Status report on continued implementation of curriculum development plan.		
	<input type="checkbox"/> Resources necessary for the implementation of the curriculum as articulated are available.		
	<input type="checkbox"/> Curriculum identifies resources, knowledge and skills students are		

	expected to learn (NMCCSS/NMCS).		
	<input type="checkbox"/> The curriculum identifies the learning standards or learning objectives students are expected to meet for each course.		
	<input type="checkbox"/> The curriculum identifies the units and lessons that teachers will teach.		
	<input type="checkbox"/> The curriculum identifies assignments and projects that will be given to students.		
	<input type="checkbox"/> The curriculum identifies the books, materials, videos, presentations, and readings used in a course.		
	<input type="checkbox"/> The curriculum identifies the tests, assessments, and other methods used to evaluate student learning		
P-O.3.School has implemented and adopted a budget and all mandatory policies.	<input type="checkbox"/> Signed statement from the governing body that the final budget, the final operating budget, and any revised policies were adopted and implemented by the governing body.		

	<input type="checkbox"/> If the school is at less than 95% of budgeted enrollment, the school provides a plan to adjust spending/budget to account for lower enrollment.		
P-O.4.Development / acquisition of facilities that meet E-Occupancy, NMCI requirements, and ownership/lease requirements (22-8B-4.2 NMSA)	<input type="checkbox"/> School has secured a facility that meets educational occupancy standards (E-Occupancy) and school has provided evidence of an E-Occupancy certificate.		
	<input type="checkbox"/> Evidence of sufficient New Mexico Condition Index.		
	<input type="checkbox"/> Copy of lease or approved lease purchase agreement. If the lease is with a private lessor or foundation, the school provides assurances that the lease meets maintenance requirements. NMSA §22-8B-4		
P-O.5.Recruitment and hiring of adequate number of teachers and support personnel to match assignments and staffing plan, as adapted for actual enrollment	<input type="checkbox"/> Copies of licenses and credentials or a plan for obtaining required licensure 90 days within the contract effective are within the staff files.		
	<input type="checkbox"/> School has necessary licensure to teach curriculum, identified classes, and grade levels or a plan for obtaining required licensure 90 days within the contract effective.		

	<input type="checkbox"/> Signed contract(s) supporting minimum salaries and detailed position descriptions are within each staff file.		
	<input type="checkbox"/> Criminal background checks and fingerprinting documentation are within each staff file		
	<input type="checkbox"/> School has evidence of a licensed special education provider and a licensed gifted provider either on staff or on contract. If school has no identified special education or gifted students, then school must have evidence of a process or plan to provide these services should school received identified students.		
	<input type="checkbox"/> School has evidence of a licensed diagnostician available for special education evaluation referrals.		
P-O.6.Relevant and necessary students forms completed and on file.	<input type="checkbox"/> Completed student enrollment forms. Forms must indicate there is enrollment for a minimum of 8 students with New Mexico Residency.		
	<input type="checkbox"/> Completed English Language proficiency forms, home language surveys, or department-approved Language Use Survey for all enrolled students.		

	<input type="checkbox"/> School has developed an IEP for all identified students or has evidence that an IEP meeting has been requested.		
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SUMMARY REPORT - ITEMS DUE TWO WEEKS PRIOR TO OPENING DATE**SCHOOL SPECIFIC CONDITIONS FROM APPLICATION APPROVAL
(CSD Use Only)**

If the school fails to meet any of the following conditions, the CSD will inform the PEC. At that time, the PEC will take appropriate action, which may include voting to halt the commencement of operations.



New Mexico Public Education Commission Charter Performance Review and Accountability System

SOLARE COLLEGIATE CHARTER SCHOOL

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Introduction

Through charter schools, the Public Education Commission (“PEC”) as Chartering Authority seeks to provide families with effective, quality educational options.

The PEC is responsible for setting and implementing chartering policies that are consistent with New Mexico charter school law, charter agreements established with schools, and nationally recognized principles and standards for quality charter authorizing. The PEC, through its authorized representative(s), will carry out the data collection and monitoring activities described in the Performance Review and Accountability System.

The New Mexico Charter Schools Act purpose:

The Charter Schools Act ... is enacted to enable individual schools to structure their educational curriculum to encourage the use of different and innovative teaching methods that are based on reliable research and effective practices or have been replicated successfully in schools with diverse characteristics; to allow the development of different and innovative forms of measuring student learning and achievement; to address the needs of all students, including those determined to be at risk; to create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site; to improve student achievement; to provide parents and students with an educational alternative to create new, innovative and more flexible ways of educating children within the public school system; to encourage parental and community involvement in the public school system; to develop and use site-based budgeting; and to hold charter schools accountable for meeting the department's educational standards and fiscal requirements. (§22-8B-3 NMSA 1978 *et seq*).

Performance Review and Accountability System Objectives

PEC seeks to establish a Performance Review and Accountability System that strikes the appropriate balance between charter school autonomy and chartering authority intervention. The Performance Review and Accountability System is an adaptive tool subject to continuous review and improvement so that the students in New Mexico public charter schools are effectively served.

The PEC invites New Mexico’s charter schools to be partners in the development and continuous improvement of this Performance Review and Accountability System.

The PEC is committed to providing clear expectations about charter school performance and chartering authority oversight activities. PEC objectives for charter school performance review and accountability include:

- Provide clarity about the process and timeline for collecting performance framework data
- Streamline data collection and decrease the burden on NM charter schools
- Consider overall school academic performance across a range of different indicators, including optional, unique, school-identified measures for evaluating mission-specific goals
- Ensure all data and evidence can be reliably and accurately collected and measures can be reliably and accurately evaluated
- Establish financial metrics that provide clarity about the financial health of charter schools
- Establish clear policies and procedures for how performance frameworks inform PEC actions and decisions, including a range of interventions that PEC will take in response to charter school under performance
- Provide annual performance reports that are publicly available to families and schools

Annual Performance Review Activities

PEC, through its authorized representative(s), evaluates schools on their ability to achieve academic goals with all students while maintaining financial and organizational health. Annual accountability activities are guided by state and federal compliance requirements as well as clear measures of academic progress that allow for a rigorous, state-aligned, fact-based evaluation of school performance.

Charter School Data Submissions

- Throughout the year, charter schools are required to submit academic, financial, and organizational data to PEC, various PED departments, and other governmental entities.
- Submissions are required for PEC accountability oversight and for compliance with state and federal funding and reporting requirements.
- See Appendix B for a schedule of reports consistently required by the PEC and PED; other reporting may be required if the school is notified by PED, PEC, or other government entities.

Annual School Visits

- PEC's authorized representative(s) conduct annual site visits to all schools to collect data for the performance framework evaluation and provide feedback as technical assistance. Site visits may be differentiated based on school performance, including academic, financial, and organizational performance.
- New school visits are conducted within the first 40 days after new school opening to collect data for the performance framework evaluation and to provide early feedback and intervention as technical assistance, if necessary.
- Renewal visits are conducted during the fall of the charter school's renewal year and provide additional insights to inform PEC charter school renewal decisions, especially for schools not meeting performance expectations.
- Visits can include a combination of any of the following: file audits, classroom observations, a facility review, and staff, board, and student and family interviews.
- See Appendix C for a summary of the School Visit Protocols.

Annual Performance Review

- PEC's authorized representative(s) evaluate all schools against the PEC Performance Framework annually, which is comprised of academic, financial, and organizational performance metrics.
- PEC's authorized representative(s) share initial performance framework feedback and evaluations with charter school boards and administrative leaders for review and feedback.
- PEC, through its authorized representative(s), issues any Notices of Concern or Breach related to annual performance reviews.
- PEC approves and publishes Annual Performance Reports for schools.
- See Appendix A for the current PEC Charter School Performance Framework.

Performance Framework

The PEC Charter School Performance Framework sets the academic, fiscal, and organizational standards by which PEC-authorized public charter schools will be evaluated, informing the PEC and charter school about the school's performance and sustainability. See Appendix A for the current PEC Charter School Performance Framework.

The Performance Framework consists of three separate, free standing frameworks. Performance under these three separate frameworks does not get rolled up into one overall evaluation. No one document necessarily carries more weight than any other.

Academic Framework: The academic framework includes measures that allow the PEC to evaluate the school's academic performance and assess whether the academic program is a success and whether the charter school is implementing its academic program effectively. The framework includes measures to evaluate student proficiency, student academic growth, achievement gaps in both proficiency and growth between student subgroups, and for high schools, post-secondary readiness and graduation rate. The PEC considers increases in student academic achievement for all groups of students as one of the most important factors when determining whether to renew or revoke a school's charter. The framework also includes unique, school-identified measures for evaluating mission-specific goals. These goals must be approved by the PEC to insure quality and rigor of proposed indicators and that the indicators are consistent with the purposes of the Charter Schools Act.

Based on performance across the academic indicators and measures, schools receive an overall academic tier rating that is used by the PEC in annual monitoring and renewal decisions. The academic framework has four rating tiers. Schools in Tier 1 are exceeding PEC performance expectations and are on par with or exceed the highest-performing schools in the state. Schools in Tier 4 are consistently failing to meet academic performance expectations.

Organizational Framework: The Organizational Framework primarily lists the responsibilities and duties that charter schools are required to meet through state and federal laws. The organizational framework is the primary focus of the annual school visit process. It was developed pursuant to the New Mexico Charter Schools Act and includes indicators, criteria statements, and metrics related to schools' educational program, financial management, governing body performance, school environment, and employee and student policies, including compliance with all applicable laws, rules, policies, and terms of the charter contract. For each indicator a school receives one of three ratings: "Meets Standard," "Working to Meet Standard" and "Does Not Meet Standard". Indicator ratings are assigned based on evidence that the school is meeting the criteria statement(s).

Based on performance across the organizational indicators and measures, schools receive an overall organizational rating that is used by the PEC in annual monitoring and renewal decisions. The overall rating will be either "Meets Standard" or "Does Not Meet Standard" based on cumulative performance on the organizational indicators. A school will only receive an overall rating of "Does Not Meet Standard" if the school receives "Does Not Meet Standard" ratings for three more indicators.

Financial Framework: The financial framework is currently being revised to include more effective measures of financial health. When a new financial framework is developed, school reported financial data will be evaluated on a quarterly basis and the Performance Framework will be populated with the most recent data. This internal school data is not final, but will be

used by the PEC as a preliminary evaluation for progress monitoring improvements in financial health and/or act as a flag for potential financial problems or concerns.

A final performance framework will be populated after final audited end-of-year cash amounts are available from the annual external audit. The final framework will be used to evaluate whether the school is meeting financial performance expectations for purposes of annual evaluations and renewal decisions.

The current financial framework requires schools to annually, in August, submit a completed and signed self-reported questionnaire. The questionnaire includes a series of questions about organizational performance as it relates to financial management practices. Several of the questions in the current financial framework are included in the revised organizational framework as indicators.

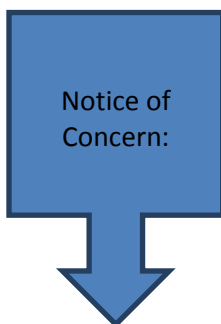
Intervention Ladder

PEC is responsible for holding charter schools accountable for the performance and legal compliance of charter schools under their authority. To meet this obligation, PEC has adopted an intervention ladder to communicate concerns about academic performance, fiscal soundness or legal, contractual, or policy requirements.

In the absence of evidence to the contrary, all schools are considered to be in **Good Standing**. Schools in good standing are expected to participate in routine annual accountability activities and maintain open communication with PEC and its authorized representative(s).

Notice of Concern

Schools may receive a **Notice of Concern** if the PEC and/or its authorized representative receives a verified complaint of significant concern, or if the annual performance review or site visit identifies significant questions or concerns about academic, financial, or organizational performance; such as a Tier 4 rating on the academic framework or a finding of “not meeting expectations” on an organizational indicator. PEC’s authorized representative(s) will communicate with school leaders, parents, and any other necessary stakeholders to verify complaints.

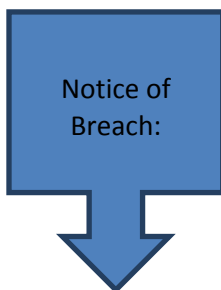


PEC will issue a Notice of Concern at a properly noticed public meeting. PEC’s authorized representative(s) shall provide schools notice that they will be appearing on the PEC’s agenda for the purposes of issuing a Notice of Concern at least 10 days prior to the meeting. As part of issuing a Notice of Concern, the PEC will establish expected outcomes and deadlines¹ that must be met by the school. The deadline established for correction shall be no less than 10 days including holidays and weekends, unless the matter is an emergency matter² in which case the deadline shall be no less than 72 hours.

Upon remedying the concern and complying with the expectations established by the PEC, the school returns to **Good Standing**. If the PEC’s expectations and deadlines are not met, the school progresses to the next level of the intervention ladder.

Notice of Breach

A school can receive a **Notice of Breach** if it fails to correct a Notice of Concern or for certain violations of law that are serious enough to justify a heightened initial response.



PEC will issue a Notice of Breach at a properly noticed public meeting. PEC’s authorized representative(s) shall provide schools notice that they will be appearing on the PEC’s agenda for the purposes of issuing a Notice of Breach at least 10 days prior to the meeting. As part of issuing a Notice of Breach, the PEC will establish expected outcomes and deadlines¹ that must be met by the school. The deadline established for correction shall be no less than 10 days including holidays and weekends, unless the matter is an emergency matter² in which case the deadline shall be no less than 72 hours.

¹ Deadlines will vary depending on the urgency of the matter and the amount of time it takes to reasonably cure the concern.

² An “emergency” refers to unforeseen circumstances that, if not addressed immediately by the public body, will likely result in injury or damage to persons or property or substantial financial loss to the public body

Once a Notice of Breach is issued, schools are required to submit a Corrective Action Plan (financial or organizational performance) or an Improvement Plan (academic performance) that details the actions and timeline that the schools will implement to correct the breach. PEC’s authorized representatives will monitor the school’s implementation of Corrective Action and Improvement Plans, and regularly update PEC on progress. Once the school has met the Notice of Breach requirements, they return to **Good Standing**. Repeated Notices of Concern or Breach may lead to increased oversight, including additional annual site visits or regular phone calls to discuss key performance indicators.

Revocation Review

Failure to meet the requirements specified in the Notice of Breach, or certain violations of law that are serious enough to justify an initial heightened response, will result in a charter school **Revocation Review**. Schools may also be subject to the Revocation Review if they receive more than one Notice of Breach in the same school year.

PEC will issue a Notice of Revocation Review at a properly noticed public meeting. Unless impractical, PEC's authorized representative(s) shall provide schools notice that they will be appearing on the PEC’s agenda for the purposes of issuing a Notice of Revocation Review at least 10 days prior to the meeting. As part of issuing a Notice of Revocation Review, the PEC will establish the actions to be taken by its authorized representative(s) and a deadline for the school to respond to the prospect of revocation. The actions of the PEC’s authorized representative may include additional visits to the school, an in-depth audit to assess the school’s educational program, and/or financial and organizational health, or other actions appropriate to determine if a revocation hearing is appropriate.

Findings from the revocation review will be presented to the PEC at a properly noticed public meeting, at which will determine whether to issue a Notice of Intent to Revoke, which sends the school into revocation proceedings. In lieu of a Notice of Intent to Revoke, the PEC may decide to grant a Notice of Breach, or a revised Notice of Breach. A revised Notice of Breach will allow a school more time to achieve expected outcomes established in an initial Notice of Breach or adjust the expected outcomes initially established by the PEC.

In extraordinary circumstances, the PEC may forgo the process outlined above and may, with proper statutory notice, consider whether to hold a revocation hearing or hold a revocation hearing.

The table on the following page provides examples regarding triggers and evidence, and actions and consequences; however, the table shall not be considered exclusive.

Revocation Review

Intervention Status	Triggers/Evidence	Actions/Consequences
Notice of Concern	<ul style="list-style-type: none"> • Failure to meet performance standards represented in the performance framework. • Receipt of verified complaint of significant concern. • Evidence of not meeting performance expectations through routine monitoring or school visit. • Failure to comply with terms of the charter. 	<ul style="list-style-type: none"> • Appearance before the Public Education Commission at public meeting. • Letter to school leader and governing board detailing areas of concern and specific outcomes and timeline for correcting the performance gap.
Notice of Breach	<ul style="list-style-type: none"> • Failure to meet objectives identified in a Notice of Concern. • Evidence of material or significant failure to comply with applicable laws. • Actions or operational deficiencies that may endanger the well-being of students and/or staff, or negatively impact the viability of the school. 	<ul style="list-style-type: none"> • Appearance before the Public Education Commission at public meeting. • Letter to school leader and governing board giving notification of breach and outlining additional terms of oversight and monitoring. • School develops, submits, and implements a Corrective Action or Improvement Plan with specific improvements, objectives, timelines, and measures that results in correction of the breach. • PEC, through authorized representative(s), monitors implementation of Corrective Action or Improvement Plan.
Revocation Review	<ul style="list-style-type: none"> • Failure to successfully meet the terms of the Corrective Action or Improvement Plan. • Repeated failure to meet the material terms of the charter agreement. • Illegal behavior, fraud, misappropriation of funds. • Extended pattern of failure to meet performance expectations set forth in the charter agreement. • Repeated failure to comply with applicable law. 	<ul style="list-style-type: none"> • Appearance before the Public Education Commission at public meeting. • The PEC's authorized representative(s) may conduct additional site visits to the school and/or conduct an in-depth audit to assess the school's educational program, and/or financial and organizational health. • The PEC's authorized representative(s) review and preparation of recommendation to revoke, or not to revoke, the charter. • PEC reviews recommendations and makes decision to commence or not commence revocation proceedings.

Charter Renewal

As part of renewal consideration, PEC will consider a schools' annual school performance, school visit reports, information contained in the school's renewal application, and other relevant information in their decisions. Renewal decisions are based on the statutory standards in Section 22-8B-12(K) New Mexico Statutes Annotated.

After the final performance evaluation is completed for each year of its contract, a school will receive notice of whether it is on track for a renewal recommendation for 1) expedited renewal, 2) full renewal, 3) renewal with conditions, or 4) non-renewal. When the school has two years remaining on its contract term, the PEC's authorized representative(s) will provide the school with a Preliminary Notification of Renewal Profile. These notices are based on the school's performance profile over the contract term and the renewal performance profiles on page 11 of this Charter Performance Review and Accountability System. The PEC expects that schools will use these notices to both take action to respond to the potential renewal action by improving performance, as necessary, and to prepare and submit a response to the potential renewal action.

After final school performance data is released for the year prior to the school's renewal year, the school will receive a final notice of its renewal profile. Schools that have an Expedited Renewal Profile will have limited submission requirements and a limited site visit.

Renewal Decision Criteria

PEC decisions on charter school renewal will be based on an analysis of the following questions:

1. Is the school an academic success or making progress toward academic success? (Academic Framework)
2. Is the school an effective, viable organization? (Organizational Framework)
3. Is the school fiscally sound? (Financial Framework)

Staff providing support to the PEC will develop renewal recommendations based on the cumulative performance of the charter school over the contract term. The PEC will consider the following sources of evidence for renewal decisions, including any additional factors highlighted in the charter school renewal application.

Renewal Evidence Sources

- Annual performance reports, which constitute a report on the status in relation to 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;
- School developed reports, for schools not meeting the above standards, on the progress toward meeting the established standards;
- Evidence gathered that confirms or does not confirm the school developed reports identified above;
- A financial statement that discloses the costs of administration, instruction and other spending categories for the charter school that is understandable to the general public, that allows comparison of costs to other schools or comparable organizations and that is in a format required by the department;
- Petitions of support; and
- Facility assurances.

Renewal Outcomes

Staff providing support to the PEC will recommend one of four renewal outcomes (profiles) for PEC to consider. Although renewal recommendations will be guided by the performance profiles described below, the PEC has ultimate authority to make any renewal decision that is consistent with New Mexico charter school law.

Renewal Decision	Renewal Performance Profile ³	Renewal Terms
Expedited Renewal⁴	Academic <ul style="list-style-type: none"> • Maintain Tier 1 or 2 rating for previous four years of the charter contract 	Five-year term with no additional conditions outside normal charter contract; streamlined renewal application and review process
	Organizational / Financial <ul style="list-style-type: none"> • Meet Expectations for previous four years of the charter contract 	
Full Renewal⁵	Academic <ul style="list-style-type: none"> • Earn no Tier 4 ratings within the past three years, and • Either: <ul style="list-style-type: none"> ○ Maintain Tier 1 or 2 rating for at least three of past four years, or ○ Demonstrate consistently improving Tier rating over the last 3 years 	Five-year term with no additional conditions outside normal charter contract
	Organizational / Financial <ul style="list-style-type: none"> • Meet Expectations for the last two years, or • Meet Expectations for at least three of past four years 	
Renewal with conditions⁶	Academic <ul style="list-style-type: none"> • Earn Tier 4 performance rating for two or more years during the last four years but not in both of the last two years, or • Earn Tier 3 or 4 rating for three of the past four years, or • Earn two or more Tier 3 or 4 ratings and demonstrate declines in Tier rating in any of the last two years 	Three- or five-year renewal term with defined goals for school improvement on academic, organizational, and/or financial frameworks
	Organizational / Financial <ul style="list-style-type: none"> • Earn “did not meet” expectations for two or more years including one of the last two years 	
Non-Renewal⁷	Academic <ul style="list-style-type: none"> • Earn Tier 4 performance rating for past two years, or • Earn Tier 4 performance rating for three or more years during the last four years including the most recent 	Recommendation for non-renewal
	Organizational / Financial <ul style="list-style-type: none"> • Earn “did not meet” expectations for three or more years during the last four years including the most recent year 	

³ PEC renewal decisions will be guided by performance profiles, but PEC has ultimate authority to make any renewal decision that is consistent with New Mexico charter school law.

⁴ When considering schools currently in a contract with a term of less than 5 years, the expedited renewal profile criteria are 1) Maintain Tier 1 academic rating for the contract term, and 2) maintain Meets Expectations for organizational and financial performance for the contract term.

⁵ When considering schools currently in a contract with a term of less than 5 years, the full renewal profile criteria are 1) in the academic framework either a) demonstrate a consistently improving Tier rating over the term of the contract or b) maintain at least Tier 2 rating for the contract term, and 2) earn Meets Expectations for organizational and financial performance for the year prior to the renewal year.

⁶ When considering schools currently in a contract with a term of less than 5 years, the conditional renewal profile is for schools that do not fall into any other renewal profile.

⁷ When considering schools currently in a contract with a term of less than 5 years, the non-renewal profile 1) earned a Tier 4 academic performance rating for the year prior to the renewal year or 2) earn Does Not Meet Expectations for organizational or financial performance for the year prior to the renewal year.

Renewal Process Steps

Renewal Process Steps	Timing (Final Year of Charter Contract)
Final Notice of Renewal Profile	Summer – After School Performance Data Released
Renewal Application by the School	Options: August 1, September 1, or October 1
Renewal Site Visit	Dependent on submission date: August, September, or October
Additional Requests for Information	As needed
Final Renewal Report	At least 5 days before PEC Vote
PEC Renewal Vote	Dependent on submission date: October, November, or December
New Contract Negotiation	Spring

Annual Performance Evaluations

After the final performance evaluation is completed for each year of its contract, a school will receive notice of whether it is on track for a renewal recommendation for 1) expedited renewal, 2) full renewal, 3) renewal with conditions, or 4) non-renewal. At least one year prior to the date the school will apply for renewal, the PEC's authorized representative(s) will provide the school with a Preliminary Notification of Renewal Profile. These notices are based on the school's performance profile over the contract term and the renewal performance profiles on page 11 of this Charter Performance Review and Accountability System. The PEC expects that schools will use these notices to both take action to respond to the potential renewal action by improving performance, as necessary, and to prepare and submit a response to the potential renewal action.

After final school performance data is released for the year prior to the school's renewal year, the school will receive a final notice of its renewal profile. Schools that have an Expedited Renewal Profile will have limited submission requirements and a limited site visit.

Renewal Profile

The first stage of the formal renewal process is the preparation by the PEC's authorized representative(s) of school-specific renewal profiles. The Renewal Profiles are based on the record of the charter school's academic, financial and organizational performance as reported in their **Annual Performance Reports** and in alignment with any prior renewal or approval conditions. Renewal Profiles will be provided to the school in the late summer of the final year of the school's charter term. The profiles are based on evidence collected over the contract term and publicly available information. Schools eligible for expedited renewal will be identified during this phase. At this time in the process, all schools will be aware of the performance profile and thus the renewal recommendations from the staff supporting the PEC. The renewal application will provide the school an opportunity to submit and prepare a response to the potential renewal action.

Renewal Application by the School

The Renewal Application provides schools the opportunity to provide an overview of school progress and a response to the potential renewal action, if performance expectations have not been met during the contract term. It is the goal of the Commission, to the extent possible, to decrease the burden from the preparation of the Renewal Application.

Schools eligible for expedited renewal will not be required to submit some sections of the renewal

application. Annually, the Public Education Commission reviews and, as necessary, revises the renewal application. The current renewal application is available on the PEC website.

Renewal Site Visit

The PEC's authorized representatives will conduct at least one Renewal Site Visit during the renewal process. The purpose of the Renewal Site Visit is to test, verify and/or supplement the information provided in the school's Renewal Application. The information obtained through the Renewal Visit will be considered with all other evidence at the time of the renewal decision by the PEC. Appendix C provides more detailed information regarding site visits.

Schools eligible for expedited renewal may be eligible to receive a site visit that utilizes a modified protocol focused on gathering community feedback and verifying any outstanding performance corrections. Site visits will also be used to investigate any significant concerns that may arise during the renewal period.

Additional Requests for Information

At any time during the renewal process, the PEC and/or its authorized representatives may request additional information from the school in an effort to fully inform the renewal decision.

Final Renewal Report

Staff supporting the PEC will prepare a renewal report once all renewal review activities are completed. The report will be provided to the school at least 5 days before the matter is put to a vote by the PEC so that the school has a final opportunity to prepare and submit a response to the information in the report.

PEC Renewal Vote

The PEC reviews and votes on each Renewal at a properly noticed public meeting. The public may offer comments to the PEC during the public participation section of PEC meeting regarding each renewal. After each decision, the PEC issues a written notice to the school detailing the renewal decision.

New Contract Negotiation

When renewal is granted by the PEC, the PEC, directly or through its authorized representatives, and the school negotiate a contract for the new term. The contract negotiation will address the school mission, any material terms that limit charter activities (e.g., enrollment cap, grade levels) or material terms that establish explicit program requirements (e.g., STEAM, PBL, vocational education). The contract negotiation shall also include additional rigorous, valid and reliable mission specific indicators, which may not to be duplicative of required state assessments but must measure achievement of the school's specific mission.

Expedited Renewal

Schools that have maintained a Tier 1 or 2 rating for previous four years of the charter contract and earned a "met expectations" rating on the organizational and financial frameworks for the previous four years are eligible for an **expedited renewal process**. The expedited process will include all of the renewal activities described above, but will include a modified renewal application and a condensed renewal site visit as appropriate.

Appendix A: Performance Frameworks with Mission Goal(s)

ACADEMIC PERFORMANCE FRAMEWORK

The Academic Performance Framework answers the evaluative question: Is the academic program a success? The framework includes indicators and measures that allow the PEC to evaluate the school's academic performance and was developed pursuant to the New Mexico Charter Schools Act. This section includes indicators, measures and metrics for student academic performance; student academic growth; achievement gaps in both proficiency and growth between student subgroups; and graduation rate and post-secondary readiness measures for high schools. (Section 22-8B-9.1.A. (1-3, 6, 7) NMSA 1978).

The Academic Performance Framework includes three indicators, with several required measures, and allows for the inclusion of additional rigorous, valid and reliable indicators proposed by the school to augment external evaluations of school performance.

Description of Academic Framework Indicators and Measures

Indicator 1: Components from NM System of School Support and Accountability. The PEC considers charter school performance on each of the components of the NM System of School Support and Accountability.		Points	
Measure	Description	Elem	High
1.1 Math and Reading Proficiency	Math and Reading Proficiency is the percentage of students who are proficient on state assessments in math and reading.	30	25
1.2 English Learner Progress Toward English Language Proficiency	English learner progress toward English language proficiency is measured by the WIDA ACCESS assessment given annually to students identified as English learners.	10	5
1.3 Science Proficiency	Science proficiency is the percentage of students who are proficient on state assessments in science.	5	5
1.4 Growth of Highest-Performing Students (Q4)	These growth measures are calculated separately for three student subgroups. The three student subgroups are the lowest-performing students (lowest 25%), the middle-performing students (middle 50%) and the highest-performing students (highest 25%).	5	5
1.5 Growth of Middle performing students (Q2/3)		10	10
1.6 Growth of Lowest-Performing Students (Q1)		25	15
1.7 Graduation Rate	<p>The graduation measure includes 4-year, 5-year, and 6-year cohort graduation rates.</p> <p>Graduation rates are one-year lagged. Meaning, rates that are published in the school report are for the cohort that graduated by August 1 of the prior year. Students are expected to graduate in four years, however rates are calculated for 5- and 6- year graduates. Calculation of 4-year, 5-year, and 6-year cohort graduation rates uses the</p>	N/A	<p>10</p> <p>5 for 4 year, 3 for 5 year, and 2 for 6 year</p>

	<p><i>Shared Accountability</i> method, which gives each school in which the student was enrolled in high school proportional credit for their timely or lack of timely graduation.</p> <p>For schools that qualify as SAM schools, an auxiliary graduation rate is computed using a senior completer method which includes only 12th grade students who are not members of the 4-year cohort.</p>		
1.8 Growth in 4-year Graduation Rate	Improvement in the 4-year graduation rate is based on the slope of the 4-year graduation rates for the past three years. For schools that have a 4-year graduation rate that is over 90%, all points are awarded for graduation growth.	N/A	5
1.9 Career and College Readiness	<p>College and Career Readiness (CCR) scores are determined by the percentage of the prior year 4-year graduation cohort members (this indicator is also one-year lagged) who show evidence of participating in college or career preparation, along with the proportion of those students meeting a benchmark. This indicator is also calculated using the shared accountability model.</p> <p>High school students are expected to participate in at least one college or career readiness program:</p> <ol style="list-style-type: none"> 1) College entrance exams (Accuplacer, ACT, ACT Aspire, Compass, PLAN, PSAT, SAT, or SAT Subject Test); 2) Evidence that the student can pass a college-level course (Advanced Placement, Dual Credit, or IB); or 3) Eligibility for an industry-recognized certification (Career Technical Education). <p>Points are given separately for students' participation and for their success in achieving targets.</p> <p>SAM schools are allowed use of additional indicators including ASVAB, WorkKeys, and TABE.</p>	N/A	10
1.10 Chronic Absenteeism	Schools earn points based on the percentage of students who were not chronically absent. A chronically absent student is one who was absent from school for any reason for at least 10 percent of the days enrolled.	5	5
1.11 Educational Climate Survey, Multicultural Initiatives, and Socio-emotional Learning (SEL)	The Educational Climate survey measures the extent to which classroom teachers demonstrate instructional practices known to facilitate student learning. Students answer survey questions on topics such as classroom teaching and expectations of students.	10	5

<p>Indicator 2: Subgroup Performance</p> <p>Subgroup measures are based on the school's relative performance (statewide percentile rank) compared to all NM public schools serving the same grades. Points assigned for each subgroup are averaged to calculate overall points for measures 2.1, 2.2, and 2.3.</p>	Points
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Measure	Description	Elem	High
2.1 Subgroup Growth of Highest- Performing Students (Q4)	Students are compared to all students statewide serving the same grade levels, based on the Growth results calculated by NM PED for Q4 students.	25	25
2.2 Subgroup Growth of Middle- Performing Students (Q2/3)	Schools are compared to all students statewide serving the same grade levels, based on the Growth results calculated by NM PED for Q2/3 students.	25	25
2.3 Subgroup Growth of Lowest- Performing Students (Q1)	Schools are compared to all students statewide serving the same grade levels, based on Growth results calculated by NM PED for Q1 students.	25	25
2.4 Subgroup Proficiency	Students are compared to all students statewide serving the same grade levels, based on subgroup proficiency rates for all eligible subgroups.	25	25

Indicator 3: School-Specific Goals The performance framework allows for the inclusion of additional rigorous, valid and reliable indicators (as determined by the PEC) proposed by a charter school to augment external evaluations of its performance. (1978 NMSA§22-8B-9.1(C).)		Points	
Measure	Description	Elem	High
School identified Mission Specific Goals, not to exceed two goals.	<p>Charter schools shall propose mission-specific goals that are specific, measurable and rigorous, School-proposed goals are subject to approval by the PEC and are incorporated into charter contracts. Not more than two goals will be used.</p> <p>The goals must appear on the NM Spotlight Dashboard to be measurable as a SMART goal.</p> <p><i>PEC guidance for setting school goals:</i> Use a SMART goal format (Specific, Measureable, Achievable, Relevant, and Time-bound) Include metrics and measures using the following criteria: “Exceeds standards,” “Meets standards,” “Does not meet standards,” and “Falls far below standards.” Set goals that <i>augment external evaluations of school performance</i> and do not duplicate existing framework measures. Goals must be able to be documented and supported using objective, verifiable evidence of results. Mission specific goals must be distinct from ESSA indicators 1 and 2 If using additional assessments: Proficiency and growth targets must be distinct and measured separately. Assessments need to be rigorous and reliable. The data will need to be reported on the NM Spotlight Dashboard, in a format useable by PED.</p>	100	100

	<p>Additional assessments must be aligned to school mission. Reading and math goals are already included within indicators 1 and 2.</p> <p>If two goals are included, the score on this measure will be the average of the two ratings. There are four rating categories:</p> <p>Exceeds = 100 pts Meets = 75 pts Does not meet = 25 pts Falls far below = 0 pts</p>		
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Mission Specific Goal for Solare Collegiate Charter School

Goal:

On the EOY assessment, 80% of 5th and 6th grade Solare Collegiate scholars, enrolled on the 40th and 120th day STARS report, will score a 3 or better AND 80% of 7th and 8th grade Solare Collegiate scholars, enrolled on the 40th and 120th day STARS report, will score a 4 on the Critical Thinking VALUE Rubric.

Measure Rating Category	Description of Target for this Performance Level	Points Assigned
<i>Exceeds Standard</i>	90 - 100% of 5 th and 6 th grade Solare Collegiate scholars, enrolled on the 40 th and 120 th day STARS report, will score a 3 or better AND 90-100% of 7 th and 8 th grade Solare Collegiate scholars, enrolled on the 40 th and 120 th day STARS report, will score a 4 on the Critical Thinking VALUE Rubric.	100
<i>Meets Standard</i>	80 - 89% of 5 th and 6 th grade Solare Collegiate scholars, enrolled on the 40 th and 120 th day STARS report, will score a 3 or better AND 80-89% of 7 th and 8 th grade Solare Collegiate scholars, enrolled on the 40 th and 120 th day STARS report, will score a 4 on the Critical Thinking VALUE Rubric.	75
<i>Does Not Meet Standard</i>	65 - 79% of 5 th and 6 th grade Solare Collegiate scholars, enrolled on the 40 th and 120 th day STARS report, will score a 3 or better AND 65-79% of 7 th and 8 th grade Solare Collegiate scholars, enrolled on the 40 th and 120 th day STARS report, will score a 4 on the Critical Thinking VALUE Rubric.	25
<i>Falls Far Below Standard</i>	Less than 65% of 5 th and 6 th grade Solare Collegiate scholars, enrolled on the 40 th and 120 th day STARS report, will score a 3 or better AND less than 65% of 7 th and 8 th grade Solare Collegiate scholars, enrolled on the 40 th and 120 th day STARS report, will score a 4 on the Critical Thinking VALUE Rubric.	0

Summary of Indicator Rating System and Assigned Points

Schools receive up to 100 points for each academic measure. The average weighted points across the framework are used to assign the overall rating (tier).

Indicators	Description	Assigned Points	Total Weight?	
			Elem	High
Indicator 1: Components from NM System of School Support and Accountability	The PEC considers charter school performance on each of the components of the NM PED ESSA Plan	The school earns points equal to the school's overall index score from the New Mexico System of School Support and Accountability. (1-100 pts)	35%	37.5%
Indicator 2: Subgroup Performance	Subgroup measures are based on the school's relative performance (statewide percentile rank) compared to all NM public schools serving the same grades.	Points assigned for each subgroup are averaged to calculate overall points for measures 2.1, 2.2, 2.3, and 2.4. (1-100 points)	30%	25%
Indicator 3 Mission Specific Goals	Charter schools shall include mission-specific goals that are Specific, Measurable, Achievable, Relevant and Time-bound.	Points are assigned based on the average of the ratings (if there are two goals) for the goals listed in Indicator 3. (0-100 points)	35%	37.5%

Based on performance across the academic indicators and measures, schools receive an overall academic tier rating that is used by the PEC in annual monitoring and renewal decisions.

Tier 1	<ul style="list-style-type: none">• School is exceeding PEC academic performance framework expectations and is on par with the highest-performing schools in the state.• (Greater than or equal to 80 of the possible total weighted points)
Tier 2	<ul style="list-style-type: none">• School is consistently meeting PEC academic performance framework expectations.• (Greater than or equal to 70 and less than 80 of possible total weighted points)
Tier 3	<ul style="list-style-type: none">• School is not meeting expectations for one or more of the academic indicators. Possible intervention.• (Greater than or equal to 55 and less than 70 of possible total weighted points)
Tier 4	<ul style="list-style-type: none">• School is falling far below academic performance expectations. Intervention; possible revocation.• (Less than 55 of possible total weighted points)

ORGANIZATIONAL PERFORMANCE FRAMEWORK

The Organizational Framework primarily lists the responsibilities and duties that charter schools are required to meet through state and federal laws. It was developed pursuant to the New Mexico Charter Schools Act and includes indicators, criteria statements, and metrics related to schools' educational program, financial management, governing body performance, school environment, and employee and student policies, including compliance with all applicable laws, rules and terms of the charter contract (Section 22-8B-9.1A (4, 5, 9) NMSA 1978).

NACSA Principles & Standards (2012) states that,

"A Quality Authorizer implements an accountability system that effectively streamlines federal, state, and local...compliance requirements while protecting schools' legally entitled autonomy and minimizing schools' administrative and reporting burdens" (p. 16).

The organizational framework is the primary focus of the annual school visit process. The framework is structured into five categories of information. Each category has multiple **indicators** and each indicator includes one or more **criteria statements** that serve as the metric for evaluating organizational performance.

For each indicator a school receives one of three ratings: "Meets Standard," "Working to Meet Standard" and "Does Not Meet Standard" which are defined below. Indicator ratings are assigned based on evidence that the school is meeting the criteria statement(s).

Meets Standard:

The school meets the standard if it satisfies each of the criteria statements described for the indicator OR if the authorizer currently has no evidence or information to indicate the school does not meet the criteria statements.

Working to Meet Standard:

There is evidence to indicate the school does not, or at some point in the school year did not, satisfy the criteria statements described for the indicator AND within 30 days after receiving a notification of non-compliance, the school submitted evidence to demonstrate immediate correction of any outstanding matters AND submitted a corrective action plan to prevent future occurrences of the same concern.

Does Not Meet Standard:

There is evidence to indicate the school does not, or at some point in the school year did not, meet the criteria statements described for the indicator and the school failed to submit evidence of correction and/or a corrective action plan within 30 days of notification OR the school failed to implement the corrective action plan OR the non-compliance is repeated from the prior evaluation.

Schools receive an overall organizational performance rating of either "Meets Standard" or "Does Not Meet Standard". If a school receives "Does Not Meet Standard" ratings for three more indicators, the school will receive an overall organizational framework rating of "Does Not Meet Standard". Fewer than three such ratings will result in an overall rating of "Meets Standard." In addition, if a school receives a "Does Not Meet Standard", on any indicator, CSD and PEC may conduct a closer review the following year on that indicator, and/or the PEC may require the school to submit a corrective action plan in order to specify actions and a timeline to correct the performance deficiency.

Topics and Indicators	Criteria Statements ⁸	Component of Site Visit Evaluation?
1. EDUCATIONAL PROGRAM REQUIREMENTS		
1.a. Is the school implementing the material terms of the approved charter application as defined in the Charter Contract?	<ul style="list-style-type: none"> School's mission is being implemented. <i>Article VIII. Section 8.01.(a)(ii)</i> The school has documentation/evidence that it is implementing its educational programs. <i>Article VIII. Section 8.01.(a)(iii)</i> The school has documentation that demonstrates that it is implementing its parent, teacher and student-focused terms. <i>Article VIII. Section 8.01.(a)(iv), (v), (vi)</i> The school stays within its enrollment cap at all times and serves only the approved grade levels. <i>Article VIII. Section 8.01.(a)(i) and (vii)</i> 	YES
1.b. Does the school comply with state and contractual assessment requirements?	<ul style="list-style-type: none"> The school administers all required state assessments, including but not limited to: <i>NMSA 22-2C-4(E)</i> <ul style="list-style-type: none"> Grade level math and reading assessments Subject based end of course exams Early childhood assessments English Learner screening and progress monitoring assessments National performance assessments, when selected, and Language assessments for bi-lingual programs. The school administers all required contractual assessments (specified in contract/performance framework that are still applicable). The school ensures assessment accommodations are properly administered to all eligible students. The school complies with assessment training requirements: <i>NMAC 6.10.7.8 and 9</i> <ul style="list-style-type: none"> Has an identified District Test Coordinator (DTC) DTC attends all required trainings, and DTC annually provides training for all district personnel involved in test administration, preparation, and security. 	NO

⁸ Criteria statements noted in blue will be evaluated during the site visit. Criteria statements in green will be evaluated using information from PED bureaus, or otherwise available. Criteria statements in red will be evaluated using complaints. Criteria statements in black require the school to report data.

Topics and Indicators	Criteria Statements ⁸	Component of Site Visit Evaluation?
1.c. Is the school protecting the rights of students with special needs? <i>(Note: These provisions include only students with disabilities.)</i>	<ul style="list-style-type: none"> The school is in 100% compliance with the Special Education Bureau identified indicators. (<i>34 CFR § 300.600 (a)(2) and Subsection F of 6.31.2.9 NMAC.</i>) The school has not been the subject of a due process hearing that resulted in a finding of noncompliance during the current school year. The school has not been cited for noncompliance with applicable federal and state special education rules and regulations as the result of a state-level parental complaint during the current school year. The school is in compliance with all terms of any corrective action plan that resulted from a state-level complaint. The school has received no OCR complaints determined to be valid and demonstrate a students' rights were violated. (<i>NMSA 22-8B-4</i>) 	NO
1.d. Is the school protecting the rights of English Learner students?	<ul style="list-style-type: none"> The school has no complaints that have been evaluated and found to be valid complaints that indicate an EL student's or families' rights have been violated. (<i>NMSA 22-8B-4 (A)</i>) The school does not have a major discrepancy (>5%) between ELs identified and assessed as monitored by the Language and Culture Bureau, or is able to provide appropriate documentation and explanation for such a discrepancy. All EL students must be provided services as evidenced by STARS data reporting for services coded as 1062 (ESL) or 1063 (ELA/ELD), or must be coded as a parent refusal and have documentation to support the refusal as monitored by the Language and Culture Bureau. The school has received no OCR complaints determined to be valid that demonstrate a students' rights were violated. (<i>NMSA 22-8B-4</i>) 	NO
1.e. Does the school comply with federal and state grant program requirements?	<ul style="list-style-type: none"> Annually the school meets program requirements for all PED and federal grant programs it implements. (e.g., Perkins, K-3 plus, truancy coaches, 4RFuture, Title funding, etc.) The school is responsive to findings of non-compliance in accordance with deadlines. 	NO

Topics and Indicators	Criteria Statements ⁸	Component of Site Visit Evaluation?
1.f. Does the school implement an Educational Plan for Student Success (NMDASH)?	<ul style="list-style-type: none"> The school has an active core team engaged in the DASH process. The school is implementing their annual and 90-day plans, as evaluated through reviewing evidence and school/adult actions during the site visit. <p><i>Only applicable for schools rated as Tier 3 or Tier 4 on the Academic Performance Framework evaluation or meeting criteria to be identified as TSI, CSI, or MRI or schools that are required to implement an NMDASH plan by a PEC Corrective Action Plan.</i></p>	YES
2. FINANCIAL MANAGEMENT AND OVERSIGHT		
2.a. Is the school meeting financial reporting and compliance requirements?	<ul style="list-style-type: none"> The school submits all budget request documents and budget approval documents to the PED according to PED's established deadlines. (NMSA 22-8-6.1 and 10.) The school submits quarterly (or monthly) reports according to PEDs established deadlines and without frequent, repeated errors. All required reports are posted to the school's website. (NMSA 22-8-6.1 and 10) The school submits an Audit CAP to the PED Audit Bureau within 30 days of the release of the audit. The school responds to all requests by the PED Audit Bureau regarding the CAP in accordance with deadlines. The school, if subject to a T&E audit, has no more than a .06 difference in reported and audited T&E. 	NO
2.b. Is the school following Generally Accepted Accounting Principles?	<ul style="list-style-type: none"> The school received an unmodified audit opinion for the last audit. The school's last audit opinion is devoid of significant findings, material weaknesses, significant internal control weaknesses, or findings related to waste, fraud, or abuse. 	NO
2.c. Is the school responsive to audit findings?	<ul style="list-style-type: none"> The school's last audit is devoid of any multi-year repeat findings. School implements Audit CAP as submitted, as evaluated through reviewing evidence and school/adult actions during the site visit. 	YES
2.d. Is the school managing grant funds responsibly?	<ul style="list-style-type: none"> The school submits, at a minimum, RfRs to the PED on a monthly basis. The school expends at least 99% of grant funds for all accounts without reversion and submits expenditures that are allowable with at least 90% aligned to the specific categories in the grant application budget 	NO

Topics and Indicators	Criteria Statements ⁸	Component of Site Visit Evaluation?
2.e. Is the school adequately staffed to ensure proper fiscal management?	<ul style="list-style-type: none"> The school has a licensed business manager at all times during the school year; and demonstrates stability in this position (no more than 1 change within a year). The school has a certified State Procurement Officer and all changes are reported to the State Purchasing Agent in accordance with deadlines. (NMSA 13-1-95.2) The governing council's audit committee and finance subcommittee are properly constituted and meet as required. (NMSA 22-8-12.3) 	NO
2.f. Is the school meeting their obligations timely and with appropriate internal controls?	<ul style="list-style-type: none"> Bills, invoices, or other liabilities are paid in a timely fashion and the accounts payable transaction cycle meets standards for internal controls 	
3. GOVERNANCE AND REPORTING		
3.a. Is the school complying with governance requirements?	<ul style="list-style-type: none"> The governing body meets membership requirements: NMSA 22-8B-4; PEC policy <ul style="list-style-type: none"> Maintains at least 5 members Complies with governance change policy Notifies PEC of board membership changes within 30 days, with complete documentation, and Fills all vacancies within 45 days, or 75 days, if extension is requested by school. All members of the governing body complete all training requirements in accordance with established deadlines. (NMAC 6.80.5.8 and 9) The school's governing council independently oversees the school's finances according to law Governing council policies and procedures, minutes or other documents ensure that required financial reports are being presented to the governing council on a monthly basis The governing council demonstrates in board meetings that it is analyzing the financial position of the school The charter school maintains a Board of Finance or has the capabilities to have a Board of Finance, and maintained the Board of Finance during the contract term The governing body has not received any OMA complaints (by the AG's office) that were evaluated and found to be verified complaints of OMA violations. (NMSA 10-15-1 and 3) 	NO

Topics and Indicators	Criteria Statements ⁸	Component of Site Visit Evaluation?
3.b. Is the school complying with nepotism and conflict of interest requirements?	<ul style="list-style-type: none"> The school is free of nepotism concerns regarding the governing board and demonstrates compliance with nepotism statute and the school's own nepotism policy, as verified through file reviews on the site visit or when otherwise necessary. The school is free of conflict of interest concerns and demonstrates compliance with conflict of interest statute and the school's own conflict of interest policy, as verified through site visit file reviews or when otherwise necessary. 	YES
3.c. Is the school meeting reporting requirements?	<ul style="list-style-type: none"> The school complies with reporting deadlines from the PED, PEC, and other state agencies. 	NO
4. STUDENTS AND EMPLOYEES		
4.a. Is the school protecting the rights of all students?	<ul style="list-style-type: none"> The school has received no complaints determined to be valid that demonstrate the school's lottery, admission, and enrollment practices are unfair, discriminatory, or legally non-compliant and a review of lottery, admission, and enrollment policies demonstrates compliance with legal requirements. (<i>Contract Section 8.03 (a)-(e)</i>) The school has received no complaints determined to be valid that demonstrate the school's discipline hearings and practices are not conducted in accordance with law and due process. (<i>NMAC 6.11.2. 1, et seq.</i>) The school has received no complaints determined to be valid that demonstrate the school fails to respect students' privacy, civil rights, and constitutional rights, including the First Amendment protections and the Establishment Clause restrictions prohibiting schools from engaging in religious instruction. The school has received no complaints determined to be valid that demonstrate the school fails to comply with the requirements of the McKinney Vento Act and protects the rights of students in the foster care system. The PED has no information to indicate that the school does not have a board-approved complaint policy and dispute resolution process per 6.10.3D NMAC 	NO
4.b. Does the school meet attendance, retention, and recurrent enrollment goals for students?	<ul style="list-style-type: none"> The school meets the 95% average daily attendance goal, or is able to demonstrate successful efforts to improve attendance among student body. The school maintains at least 80% retention of enrolled students from date of enrollment until the end of the school year, or students who leave prior to the end of the year are classified as graduates, completers, or have earned their GEDs. The school retains at least 70% of students eligible to reenroll between school years. 	YES

Topics and Indicators	Criteria Statements ⁸	Component of Site Visit Evaluation?
4.c. Is the school meeting teacher and other staff credentialing requirements?	<ul style="list-style-type: none"> • All employees of the school are appropriately licensed as required by law. (<i>NMSA 22-10A-3</i>) <ul style="list-style-type: none"> - All employees hold licensure or have submitted a licensure application within 30 days of beginning employment with the school - The school employs a licensed administrator at all times - The school does not have any licensure discrepancies that are repeated from the one reporting period to any subsequent reporting period. - Discrepancies from the first reporting period are cleared by submitting all required licensure waivers within first 40 days of school year, or from the beginning of employment. • School meets the requirements of all licensure waiver plans and alternative licensure plan requirements. (<i>NMSA 22-10A-14</i>) • The school has not employed, with pay, any teacher without licensure beyond 90 days. (<i>NMSA 22-10A-3</i>) • The school accurately reports all staff to the PED, as verified through site visit reviews. 	YES
4.d. Is the school respecting employee rights?	<ul style="list-style-type: none"> • The school completes and submits all NMTEACH evaluations and observations annually in accordance with deadlines. <ul style="list-style-type: none"> - Teacher attendance data is submitted in accordance with deadlines. - Teacher observations are completed by a NMTEACH certified administrator in accordance with deadlines. - Accuroster data is verified in accordance with deadlines to ensure appropriate student data is reported. • Teachers are provided comprehensive NMTEACH report and reports are maintained in personnel files. Signed NMTEACH reports (all pages) are available in staff files from the prior year. • The school maintains teacher contracts in all staff files. (<i>NMSA 22-10A-21</i>) • The school complies with the minimum teacher salaries. (<i>NMSA 22-10A-7, 10, 11</i>) • The school does not have any verified complaints regarding violations of teacher rights under the school personnel act, FMLA, ADA, etc. (<i>NMSA 22-10A-1 et seq.</i>) • The school does not have any verified complaints regarding lack of adequate mentorship for novice teachers. 	YES

Topics and Indicators	Criteria Statements ⁸	Component of Site Visit Evaluation?
4.e. Is the school completing required background checks and reporting ethical violations?	<ul style="list-style-type: none"> The school maintains legally compliant background checks in all staff files including evidence of background checks for substitutes, all contracted service providers, and anyone with unsupervised access to students. (<i>NMSA 22-10A-5</i>) The school reports incidents of violations of teacher/licensed staff ethical rules or criminal convictions to the PED pursuant to the School Personnel Act. (<i>NMAC 6.60.8.8 and NMSA 22-10A-5</i>) 	YES
5. SCHOOL ENVIRONMENT		
5.a. Is the school complying with facilities requirements?	<ul style="list-style-type: none"> The school meets PSFA occupancy, NMCI and ownership requirements. (<i>NMSA 22-8B-4.</i>) The school has an e-occupancy certificate. The school has PSFA letter verifying condition index. The school is in a building that is: <ul style="list-style-type: none"> A publicly owned building Is leased to the school by a foundation formed for the purpose of providing a facility to the school, the foundation maintains the building at no cost to the school Is leased by a private owner and there is no acceptable public facility available, the owner maintains the building at no cost to the school. The school notifies the PEC prior to any change in facilities. There are no verified complaints that demonstrate buildings, grounds or facilities do not provide a safe and orderly environment for public use. (<i>Subsection P of 6.29.1.9 NMAC</i>) <ul style="list-style-type: none"> safe, healthy, orderly, clean and in good repair in compliance with the Americans with Disabilities Act-Part III and state fire marshal regulations, Sections 59A-52-1 through 59A-52-25 NMSA 1978 Written records of pesticide applications will be kept for three years at each school site and be available upon request to parents, guardians, students, teachers and staff. 	YES
5.b. Is the school complying with transportation requirements?	<ul style="list-style-type: none"> If the school owns a school bus or otherwise provides student transportation, the school complies with applicable statutes, regulations, or policies related to providing transportation. 	NO

Topics and Indicators	Criteria Statements ⁸	Component of Site Visit Evaluation?
5.c. Is the school complying with health and safety requirements?	<ul style="list-style-type: none"> • The school conducts all required emergency drills and practiced evacuations. (<i>NMSA 22-13-14 and NMAC6.29.1.9(O)</i>) <ul style="list-style-type: none"> - at least once per week during the first four weeks of the school year, and at least once per month during the remainder of the school year; - two of these drills shall be shelter-in-place drills; - one of these drills shall be an evacuation drill; - nine of these drills shall be fire drills, with one emergency drill required each week during the first four weeks of school; - in locations where a fire department is maintained, a member of the fire department shall be requested to be in attendance during the emergency drills for the purpose of giving instruction and constructive criticism. • The school submits school wellness and safety plans, and all required revisions, in accordance with deadlines to the PED. (NMAC 6.12.6.8) • The school has evidence that it complies with 24-5-2 NMSA 1978 and provides satisfactory evidence of immunization, is actively in the immunization process, or properly exempted from immunization. • The school demonstrates compliance with all facility corrective requirements from the most recent inspection from any other state entity (e.g., NMPSIA, DOH, PSFA, Fire Marshall, POSHA).. 	YES
5.d. Is the school handling information appropriately?	<ul style="list-style-type: none"> • There are no verified complaints that demonstrate the school has failed to comply with FERPA requirements. • There are no verified complaints that demonstrate the school does not obtains, maintains, and transfers cumulative files as required by law. 	NO

FINANCIAL PERFORMANCE FRAMEWORK

Under Development

Appendix B: Annual School Reporting Calendar

Under Development

Appendix C: Summary of Site Visit Protocol

Protocols under development.

The purpose of the school visit is to evaluate whether schools are in compliance with their legal and contractual requirements and to provide technical assistance including evaluative feedback, legal references and citations, and guidance manuals and resources. The goal of this visit is to evaluate compliance in key areas and observe the program of instruction in action, as described in the charter contract and Performance Framework. There are three types of school visits conducted by the PEC's authorized representatives:

- 1.** New school visits – Within the first four months of opening, the PEC's authorized representatives visit all new schools.
- 2.** Annual visits – All schools are visited annual, generally between November and May. Annual site visits may be differentiated based on school performance, including academic, financial, and organizational performance.
- 3.** Renewal visits – In the fall of the renewal year, the PEC's authorized representatives visit schools as part of renewal activities.

Two to four staff members who are the PEC's authorized representatives will participate in site visits. Site visits generally do not last longer than a day, but the time required depends on school performance and availability of necessary data, records, and staff time. Schools will be notified in advance as to the timing of site visits.

Appendix D: Glossary of Terms

Annual Notice of Renewal Profile – is an annual notice that will be sent to the school leader and all members of the school governing body. The notice will identify the renewal profile(s) the school is on track to fall within based on its performance under the current charter term. The PEC expects that schools will use these notices to both take action to respond to the potential renewal action by improving performance, as necessary, and to prepare and submit a response to the potential renewal action.

Chartering Authority Intervention – is action taken by the Commission or its authorized representatives to notify a school that it is failing to meet its legal and contractual requirements, to prompt the school to take action to correct its own failure to meet its legal and contractual requirements, and/or to revoke or non-renew a school that has demonstrated the inability or unwillingness to meet its legal and contractual requirements. Intervention may include providing findings of non-compliance during or after a site visit, issuing a Notice of Concern, a Notice of Breach, or a Notice of Revocation Review or Intent to Revoke, monitoring the implementation of an improvement plan or corrective action plan, or not-renewing a charter school.

Chartering Authority Oversight – is action taken by the Commission or its authorized representatives to evaluate whether a charter school is meeting its legal and contractual requirements. This may include evaluating submissions from the school, investigating complaints or allegations, conducting site visits or audits, evaluating data about the school's performance, or completing performance evaluations.

Charter School Autonomy – is the right of all charter schools to determine the methods by which they achieve their legal and contractual requirements, including all performance standards. Charter School Autonomy reflects the additional flexibilities granted through any non-discretionary or discretionary waivers as defined in statute, regulation, and policy.

Intervention Ladder – is the process by which the Public Education Commission will communicate to charter schools its concerns about academic performance, fiscal soundness or legal, contractual, or policy requirements.

Final Notice of Renewal Profile – is the notice provided to the school after the final performance profile prior to renewal is released. This notice will identify the renewal recommendation the school will receive and will notify any schools of their eligibility for expedited renewals.

Legal and Contractual Requirements – are the obligations a charter school must meet based on state and federal statutes, regulations and policies, and the terms of the charter contract. These requirements include the performance expectations established in the Performance Review and Accountability System, which consists of the PEC's Academic, Organizational and Financial Performance Frameworks, Intervention Ladder, Renewal Process, and Site Visit Protocols.

Mission-Specific Goals – are required indicators that are incorporated into the Academic Performance Framework. These goals should be outcome based measures of the school's effectiveness in implementing its mission. Goals are weighted as 35% (elem/middle) or 37.5% (high) of the Academic Performance Framework

Notice of Breach – a formal, written notice issued pursuant to a vote of a majority of Commission members at a properly noticed public meeting that a school is not meeting performance expectations or has failed to comply with legal or contractual requirements and, as a result, is in breach of the contract. This notice will often, but not always, be issued after a school has been issued a Notice of Concern and has failed to meet the requirements of the prior notice. In the notice, the Commission will establish expected outcomes and deadlines that must be met by the school. Deadlines will vary depending on the urgency of the matter and the amount of time it takes to reasonably cure the concern. Once a Notice of Breach is issued, schools are required to submit a Corrective Action Plan (financial or organizational performance) or an Improvement Plan (academic performance) that details the actions and timeline that the schools will implement to correct the breach. PEC’s authorized representatives will monitor the school’s implementation of Corrective Action and Improvement Plans, and regularly update PEC on progress.

Notice of Concern – a formal, written notice issued pursuant to a vote of a majority of Commission members at a properly noticed public meeting that a school is not meeting performance expectations or has failed to comply with legal or contractual requirements. In the notice, the Commission will establish expected outcomes and deadlines that must be met by the school. Deadlines will vary depending on the urgency of the matter and the amount of time it takes to reasonably cure the concern.

Performance Review and Accountability System – consists of the PEC’s Academic, Organizational and Financial Performance Frameworks, Intervention Ladder, Renewal Process, and Site Visit Protocols. It is an adaptive tool subject to continuous review and improvement so that the students in New Mexico public charter schools are effectively served. New Mexico’s charter schools are invited to be partners in the development and continuous improvement of this Performance Review and Accountability System.

Preliminary Notification of Renewal Profile – is the annual notice provided to the school at least one year prior to the date on which it must apply for renewal. The notice will identify the renewal profile(s) the school is on track to fall within based on its performance under the current charter term and will act as notice to schools that are likely to be eligible for expedited renewal. The PEC expects that schools will use these notices to both take action to respond to the potential renewal action by improving performance, as necessary, and to prepare and submit a response to the potential renewal action.

Reliability - is a demonstration that an assessment or other measure is an externally, national- or state-normed metric (e.g. ACT, SAT, ACCESS for ELLs, Spanish IPT).

Revocation Review – is the process by which a charter school is considered for revocation of their charter. The revocation review can arise as a result of the school’s failure to meet requirements specified in a Notice of Breach, receipt of multiple Notices of Breach in the same school year, or as a result of a violation of law that is significant enough to justify immediate revocation. A Notice of Revocation Review is issued at a properly noticed public meeting and established the actions to be taken by its authorized representative(s) and a deadline for the school to respond to the prospect of revocation.

Rigor – is the demonstration that a performance goal is an ambitious but realistic target that has been established using a valid benchmark (e.g. comparison to national/state average, improvement from school historic performance).

Student Academic Growth – is the measurement of student level improvement within a school year as compared to their performance peers’ improvement in the same year on the state’s annual academic

assessments in math and reading.

Student Proficiency – is performance at grade level on the state’s annual academic assessments in math and reading. This may also include performance at grade level on other state assessments including Science, and end-of-course assessments.

Substantial Progress – is related only to academic performance, is reflected in a school’s “Renewal Performance Profile,” and makes a school eligible for full renewal. This is defined as “consistently improving performance over the last 3 years.” Inconsistent performance over the last three years shall demonstrate that a school is not making “substantial progress.”

Support – is making charter schools aware of PED resources and programs available to support their improvement or excellent performance. This may also include sharing information between charter schools about effective or best practices being implemented at effective and successful schools. This shall not include providing recommendations on the method by which the school must/can/should achieve its legal or contractual requirements, as charter schools are granted the autonomy to determine the methods they will utilize to meet their legal or contractual requirements.

Technical Assistance – is information provided to make a school aware of, or to help a school understand, its legal or contractual requirements. This can include information about why the school is not currently meeting its legal or contractual requirements. Technical assistance shall not include providing recommendations on the method by which the school must achieve its legal or contractual requirements, as charter schools are granted the autonomy to determine the methods they will utilize to meet their legal or contractual requirements.

CONFLICT OF INTEREST AND DISCLOSURE POLICY FOR SOLARE COLLEGIATE FOUNDATION

Article I: Purpose

The purpose of the conflict of interest policy is to protect the exempt status of the SOLARE COLLEGIATE FOUNDATION (the “organization”) when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the SOLARE COLLEGIATE FOUNDATION or might result in a possible excess benefit transaction. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

Article II: Definitions

1. Interested Person. Any director, principal officer, or committee member who has a direct or indirect financial interest, as defined below, is an “interested person”. If a person has a financial interest in any business entity, such person shall be considered to be an “interested person” in all other business entities related to such entity (by common ownership or otherwise).
2. Financial Interest. A person has a financial interest in a business entity if the person has, directly or indirectly, through business, investment, or family relationship:
 - a. An ownership or investment interest in any entity with which the SOLARE COLLEGIATE FOUNDATION has a transaction or arrangement,
 - b. A compensation arrangement with the SOLARE COLLEGIATE FOUNDATION or with any entity or individual with which the SOLARE COLLEGIATE FOUNDATION has a transaction or arrangement, or
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the SOLARE COLLEGIATE FOUNDATION is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest shall only be deemed to have a conflict of interest only if the appropriate governing board or committee determines that a conflict of interest exists.

Article III: Procedures

1. Duty to Disclose. Where an actual or potential conflict of interest exists, an interested person must disclose the existence of the financial interest and shall be obligated to disclose all material facts to the directors and members of committees with governing board delegated powers that is considering a proposed transaction or arrangement.
2. Determining Whether a Conflict of Interest Exists. Any person or family member who has any financial interest in an entity with which the SOLARE COLLEGIATE FOUNDATION has a financial transaction shall be deemed to be a conflict of interest unless otherwise determined by independent members of the Board after full disclosure of all relevant facts concerning such financial interest. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, the governing board or committee shall determine, outside of the presence of the interested person, whether a conflict of interest exists.

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3. Procedures for Addressing the Conflict of Interest.
 - a. An interested person may make a presentation at the governing board or committee meeting explaining why he believes his transaction or arrangement does not constitute a conflict of interest, but after the presentation, the interested person shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b. The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the board or committee shall determine whether the SOLARE COLLEGIATE FOUNDATION can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the SOLARE COLLEGIATE FOUNDATION's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
 4. Violations of the Conflict of Interest Policy.
 - a. If the board or committee has reasonable cause to believe a member has failed to disclose actual or potential conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or potential conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV: Records of Proceedings

1. The minutes of the board, and all committees with board delegated powers, shall contain:
 - a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of Interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.
 - b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V: Compensation

1. A voting member of the board who receives compensation, directly or indirectly, from the SOLARE COLLEGIATE FOUNDATION for services is precluded from voting on matters pertaining to that member's compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the SOLARE COLLEGIATE FOUNDATION for services is precluded from voting on matters pertaining to that member's compensation.
3. No voting member of the board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the SOLARE COLLEGIATE FOUNDATION, either individually or collectively, is prohibited from providing information to any committee regarding

compensation.

Article VI: Annual Statements

1. Each director, principal officer and member of a committee with board delegated powers shall annually sign a statement which affirms such person:
 - a. Has received a copy of the Conflict of Interest Policy,
 - b. Has read and understands the policy,
 - c. Has agreed to comply with the policy, and
 - d. Understands the SOLARE COLLEGIATE FOUNDATION is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII: Periodic Reviews

1. To ensure the SOLARE COLLEGIATE FOUNDATION operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
 - a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
 - b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the SOLARE COLLEGIATE FOUNDATION's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII: Use of Outside Experts

1. When conducting the periodic reviews as provided for in Article VII, the SOLARE COLLEGIATE FOUNDATION may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the board of its responsibility for ensuring periodic reviews are conducted.
2. Each director, principal officer and member of a committee with board delegated powers has received a copy of this Conflict of Interest Policy, has read and understand the Policy, has agreed to comply with the Policy, and understands the SOLARE COLLEGIATE FOUNDATION is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

DISCLOSURE STATEMENT: SOLARE COLLEGIATE FOUNDATION

This Disclosure Statement is designed to assist Trustees, Officers and key staff members of the SOLARE COLLEGIATE FOUNDATION (the "Organization") in meeting their ongoing responsibility to disclose business or personal interests that may create a conflict of interest. Part A of the Disclosure Statement contains an acknowledgment that you have received a copy of the Foundation's "Conflict of Interest and Disclosure Policy," that you have read it and understand it, and agree to comply with the Policy.

Part B of the Disclosure Statement requests a list of all entities in which you or a family member have a substantial involvement, including as trustee, director, or officer, and all entities that do or may do business with the Organization in which you or a family member have a substantial economic interest.

Voice strengthens identity.

Part A

I hereby acknowledge that I have received a copy of the Foundation's Conflict of Interest and Disclosure Policy and that I have read it and understand it. I hereby agree to abide by and comply with the procedures contained in the Conflict of Interest and Disclosure Policy. I understand that the SOLARE COLLEGIATE FOUNDATION is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish one or more of its tax exempt purposes.

Dated: 6/4/19


Signature

Part B

In the space below, please list all entities that do business or could potentially do business with the Organization (e.g., as vendors, service providers, or as grantees) including any entity in which:

1. You, or a family member, serves as a Trustee, Director, Officer, committee member, key staff member, major donor or;
2. You or a family member has an economic interest as an owner, shareholder, member, partner, investor, employee, or otherwise.

For purposes of the Conflict of Interest Policy, the term "family member" is defined as:

1. Your spouse and your spouse's parents.
2. Your children (natural-born or adopted) and their spouses.
3. Your parents and their spouses.
4. Your brothers and sisters and their spouses.
5. Any other person related to you by blood or by marriage.

- A. Entities in which you or a Family Member have a relationship such as: director, trustee, officer, committee member, key staff member, major donor. (List should include name of Family Member [if relevant], name of entity, and position held).

- B. Entities in which you or a Family Member have a material economic interest. (List should include the name

of the entity, title of any position you hold, your percentage ownership interest and all family members who are owners, their position title and percentage ownership interest).

Voice strengthens identity.



Solare Collegiate Charter School

DISCLOSURE STATEMENT: SOLARE COLLEGIATE FOUNDATION

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Part A

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Dated: 5/6/19

Norma L. Bunker
Signature

Part B

In the space below, please list all entities that do business or could potentially do business with the Organization (e.g., as vendors, service providers, or as grantees) including any entity in which:

1. You, or a family member, serves as a Trustee, Director, Officer, committee member, key staff member, major donor or;
2. You or a family member has an economic interest as an owner, shareholder, member, partner, investor, employee, or otherwise.

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2. Your children (natural-born or adopted) and their spouses.
3. Your parents and their spouses.
4. Your brothers and sisters and their spouses.
5. Any other person related to you by blood or by marriage.

- A. Entities in which you or a Family Member have a relationship such as: director, trustee, officer, committee member, key staff member, major donor. (List should include name of Family Member [if relevant], name of entity, and position held).

none!



B. Entities in which you or a Family Member have a material economic interest. (List should include the name of the entity, title of any position you hold, your percentage ownership interest and all family members who are owners, their position title and percentage ownership interest).

none!



DISCLOSURE STATEMENT: SOLARE COLLEGIATE FOUNDATION

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Part B of the Disclosure Statement requests a list of all entities in which you or a family member have a substantial involvement, including as trustee, director, or officer, and all entities that do or may do business with the Organization in which you or a family member have a substantial economic interest.

Part A

I hereby acknowledge that I have received a copy of the Foundation's Conflict of Interest and Disclosure Policy and that I have read it and understand it. I hereby agree to abide by and comply with the procedures contained in the Conflict of Interest and Disclosure Policy. I understand that the SOLARE COLLEGIATE FOUNDATION is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish one or more of its tax exempt purposes.

Dated: 3/6/19

Diana Benavidez
Signature

Part B

In the space below, please list all entities that do business or could potentially do business with the Organization (e.g., as vendors, service providers, or as grantees) including any entity in which:

1. You, or a family member, serves as a Trustee, Director, Officer, committee member, key staff member, major donor or;
2. You or a family member has an economic interest as an owner, shareholder, member, partner, investor, employee, or otherwise.

For purposes of the Conflict of Interest Policy, the term "family member" is defined as:

1. Your spouse and your spouse's parents.
2. Your children (natural-born or adopted) and their spouses.
3. Your parents and their spouses.
4. Your brothers and sisters and their spouses.
5. Any other person related to you by blood or by marriage.

- A. Entities in which you or a Family Member have a relationship such as: director, trustee, officer, committee member, key staff member, major donor. (List should include name of Family Member [if relevant], name of entity, and position held).

N/A



B. Entities in which you or a Family Member have a material economic interest. (List should include the name of the entity, title of any position you hold, your percentage ownership interest and all family members who are owners, their position title and percentage ownership interest).

N/A



OFFICE OF THE SECRETARY OF STATE
NEW MEXICO

February 18, 2019

RACHAEL SEWARDS
1623 LA VEGA DR SW
ALBUQUERQUE, NM 87105

RE: Solare Collegiate Foundation
Business ID #: 5836069

The Office of the Secretary of State has approved and filed the Articles of Incorporation for the above captioned nonprofit corporation effective February 12, 2019. The enclosed Certificate of Incorporation is evidence of filing, and should become a permanent document of the corporation's records.

Please be advised that although the Certificate of Incorporation has been approved, you must also comply with all other federal or state laws applicable to your nonprofit corporation. This includes, but is not limited to state licensing requirements. It is the corporation's sole responsibility to obtain such compliance with all legal requirements applicable thereto prior to engaging in the business for which it has obtained approval of the referenced document.

Pursuant to Chapter 53, Article 8 NMSA 1978 Nonprofit Corporations Act, (53-83-83), you are required to file an initial corporate report with a filing fee of \$10 by March 20, 2019. Thereafter, a corporate report must be filed annually on or before the fifteenth day of the fifth month following the end of its taxable year. Late filing penalty of \$10 will be added for untimely filing of any report. The report is required to be filed whether a corporation is active or inactive or until such time that the corporation is relieved from filing the report as required by law. A supplemental report shall be filed within thirty days if, after filing of the corporate report, a change is made affecting the report. All of the above reports can be filed by using the Business Filing System(BFS) web portal: <https://portal.sos.state.nm.us/bfs/online> .

If you have any questions, please contact the Corporations Bureau at (505) 827-3600 or toll free at 1-800-477-3632 for assistance.

Corporations Bureau

OFFICE OF THE SECRETARY OF STATE

NEW MEXICO

Certificate of Incorporation

OF

Solare Collegiate Foundation

5836069

New Mexico

The Office of the Secretary of State certifies that the Articles of Incorporation, duly signed and verified pursuant to the provisions of the

Nonprofit Corporation Act

53-8-1 to 53-8-99 NMSA 1978

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate of Incorporation and attaches hereto a duplicate of the Articles of Incorporation.

Dated: **February 12, 2019**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.



Maggie Toulouse Oliver

Maggie Toulouse Oliver
Secretary of State



New Mexico

Secretary of State

Business Services Division

325 Don Gaspar, Suite 300 · Santa Fe, NM 87501

(800) 477-3632 · www.sos.state.nm.us

Office of the New Mexico Secretary of State
Filing Number: 0001917780
Filed On: 2/12/2019
Total Number of Pages: 1 of 3

SUBMIT ORIGINAL

TYPE OR PRINT LEGIBLY

\$25 FILING FEE

NONPROFIT CORPORATION ARTICLES OF INCORPORATION

The undersigned, acting as incorporator(s) to form a corporation under the New Mexico Nonprofit Corporation Act, adopt the following Articles of Incorporation:

ARTICLE ONE: The name of the Nonprofit is:

Solare Collegiate Foundation

ARTICLE TWO: The period of duration is (Enter period of existence or "perpetual" if the nonprofit has no desired end date):

Perpetual

ARTICLE THREE: The purpose for which the Nonprofit is incorporated is:

The purpose of the Solare Collegiate Foundation is to provide support to the Solare Collegiate Charter School, through fundraising and securing of resources, in the fulfillment of the school's mission and vision.

ARTICLE FOUR:

(1) The name of the initial registered agent for the Nonprofit is (The RA must be an individual or a registered entity in NM):

Rachael Sowards

(2) The New Mexico street address of the initial registered agent is (Must be a physical address):

1623 La Vega Dr SW, Albuquerque New Mexico 87105

(3) The New Mexico mailing address of the initial registered agent is:

1623 La Vega Dr SW, Albuquerque New Mexico 87105

ARTICLE FIVE: The names and addresses of the three initial board of directors are (Attach a schedule if needed):

Peter Lorenz, 8421 Guadalupe Trail NW, Los Ranchos, NM 87114

Norma Binder, 8150 Rio Grande Blvd, Los Ranchos, NM 87114

Diana Benavidez, 4820 Benaberry PL SW, Albuquerque, NM 87105

ARTICLE SIX: The name and address of each incorporator is (Attach a schedule if needed):

Peter Lorenz, 8421 Guadalupe Trail NW, Los Ranchos, NM 87114

Executed Date:

FEB 11, 2019

Peter Lorenz

PETER LORENZ

Signature(s) of Incorporator(s)

Printed Name(s)

RECEIVED
SOS
Corporation Bureau FEB 12 2019 of 3

**DOMESTIC NONPROFIT CORPORATION
STATEMENT OF ACCEPTANCE OF APPOINTMENT BY
DESIGNATED INITIAL REGISTERED AGENT**

Complete Box 1 if the Registered Agent is an individual.
Complete Box 2 if the Registered Agent is a corporation.
Only complete the applicable box.

Box 1-Individual as Registered Agent

I, Rachael Swards

(Registered Agent's Printed Name)

hereby acknowledge that the undersigned individual accepts the appointment as Initial Registered Agent

of Solare Collegiate Foundation

(Nonprofit's Name)

the Nonprofit Corporation which is named in the Articles of Incorporation.

By Rachael Swards

(Registered Agent's Signature)

Box 2-Corporation as Registered Agent

I, _____

(Authorized Person's Printed Name)

(Authorized Person's Title)

of _____

(Registered Agent's/Corporation's Name)

hereby acknowledge that the undersigned individual accepts the appointment as Initial Registered Agent

of _____

(Nonprofit's Name)

the Nonprofit Corporation which is named in the Articles of Incorporation.

By _____

(Registered Agent's Signature)

OFFICE OF THE NEW MEXICO SECRETARY OF STATE

RACHAEL SEWARDS
1623 LA VEGA DR SW
ALBUQUERQUE, NM 87105



PAYMENT RECEIPT

PAYMENT RECEIPT NUMBER: 264189
PROCESSED DATE: 02/18/2019

PAYEE INFORMATION

Payee: Rachael Sowards 1623 La Vega Dr SW Albuquerque, NM 87105	Payee ID: 000221484
Email:	Telephone Number:

TRANSACTION DESCRIPTION

Transaction Type: BUSINESS FORMATION	Expedite: NONE	Entity Type: Domestic Nonprofit Corporation
Business Name: Solare Collegiate Foundation	Filing Date: 02/12/2019	Business ID #: 5836069
Workorder #: 2016468220	Number of Pages: 3	

PAYMENT INFORMATION

Business Formation: \$25.00 Certificate of Comparison: \$0.00	
Total Payment Amount: \$25.00	
PaymentType	PaymentInfo
Pre-Paid Account	221484 FOR \$25.00

DOCUMENT DELIVERY

Source: Mail	Type: N/A	Tracking #: N/A
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SOLARE COLLEGIATE FOUNDATION BYLAWS

ARTICLE I. NAME OF ORGANIZATION

The name of the Organization is Solare Collegiate Foundation.

ARTICLE II. PURPOSE

Section 1. Nonprofit Purpose

This Organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to Organizations that qualify as exempt Organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Section 2. Specific Purpose

The purpose of the Solare Collegiate Foundation is to provide support to the Solare Collegiate Charter School, through fundraising and securing of resources, in the fulfillment of the school's mission and vision.

ARTICLE III. MEMBERSHIP

The membership of the Organization shall consist of the members of the Board of Directors.

Section 1. Eligibility for Membership

Membership of the Board must be made up of a majority of Solare Collegiate Charter School Governing Council members. All memberships shall be granted upon a majority vote of the Board.

Section 2. Rights of Members

Each member shall be eligible to vote in all Organization matters that require a vote.

Section 3. Resignation and Termination

Any member may resign by filing a written resignation with the Secretary of the Board. A member can have their membership terminated by a majority vote of the membership.

ARTICLE IV. BOARD OF DIRECTORS

Section 1. General Powers

The affairs of the Organization shall be managed by its Board of Directors. The Board of Directors shall have control of and be responsible for the management of the affairs and property of the Organization.

Section 2. Number, Tenure, Requirements, and Qualifications

The number of Directors shall be fixed from time-to-time by the Directors but shall consist of no less than three (3) nor more than fifteen (15) including the following officers: The President, the Vice-President, the Secretary, and the Treasurer. One Director may fill multiple roles.

No two members of the Board of Directors related by blood or marriage/domestic partnership within the second degree of consanguinity or affinity may serve on the Board of Directors at the same time.

Newly elected members of the Board of Directors who have not served before shall serve initial one-year terms. At the conclusion of the initial one-year term, members of the Board of Directors may serve additional three year terms. Their terms shall be staggered so that at the time of each annual meeting, the terms of approximately one-third (1/3) of all members of the Board of Directors shall expire.

Section 3. Regular and Annual Meetings

An annual meeting of the Board of Directors shall be held at a time and day in the month of **X** of each calendar year and at a location designated by the President of the Board of Directors. Notice of these meetings shall be sent to all members of the Board of Directors no less than ten (10) days, prior to the meeting date.

The Board may also hold Regular meetings as needed. Notice of these meetings shall be sent to all members of the Board of Directors no less than three (3) days, prior to the meeting date. These meetings may be held in person or via teleconference.

Section 4. Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President or any two members of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any location, as the place for holding any special meeting of the Board called by them.

Section 5. Notice

Notice of any special meeting of the Board of Directors shall be given at least two (2) days in advance of the meeting by telephone or by written notice including by email. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express

purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum

The presence of a majority of current members of the Board of Directors shall be necessary at any meeting to constitute a quorum to transact business. The act of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these by-laws.

Section 7. Forfeiture

Any member of the Board of Directors who fails to fulfill any of his or her requirements as set forth in these bylaws shall automatically forfeit his or her seat on the Board. The Secretary shall notify the Director in writing that his or her seat has been declared vacant, and the Board of Directors may forthwith immediately proceed to fill the vacancy.

Section 8. Vacancies

Whenever any vacancy occurs in the Board of Directors it shall be filled without undue delay by a majority vote of the remaining members of the Board of Directors at a regular meeting. Vacancies may be created and filled according to specific methods approved by the Board of Directors.

Section 9. Compensation

Members of the Board of Directors shall receive no compensation for their services as Directors.

Section 10. Confidentiality

Directors shall not discuss or disclose information about the Organization or its activities to any person or entity unless such information is already a matter of public knowledge, such person or entity has a need to know, or the disclosure of such information is in furtherance of the Organization's purposes, or can reasonably be expected to benefit the Organization. Directors shall use discretion and good business judgment in discussing the affairs of the Organization with third parties. Without limiting the foregoing, Directors may discuss upcoming fundraisers and the purposes and functions of the Organization, including but not limited to accounts on deposit in financial institutions.

Section 11. Parliamentary Procedure

Any question concerning parliamentary procedure at meetings shall be determined by the President by reference to Robert's Rules of Order.

Section 12. Removal.

Any member of the Board of Directors may be removed with or without cause, at any time, by a simple majority vote of the members of the Board of Directors. Each member of the Board of Directors must receive written notice of the proposed removal at least ten (10) days in advance of the proposed action. An officer who has been removed as a member of the Board of Directors shall automatically be removed from office.

ARTICLE V. OFFICERS

Section 1. President

The President shall preside at all meetings of the membership. The President shall have the following duties:

- Preside at all meetings of the Board;
- General superintendence and direction of all other officers of this Organization and see that their duties are properly performed;
- Submission of a report of the operations of the program for the fiscal year to the Board at their annual meetings, and from time to time, reporting to the Board all matters that may affect this program.
- Ex-officio member of all standing committees; and
- Shall have the power and duties usually vested in the office of the President.

Section 2. Vice-President

The Vice-President shall be vested with all the powers and shall perform all the duties of the President during the absence of the latter. The Vice-Presidents duties are:

- Chairing meetings of the Board at which the President is not present.

Section 3. Secretary

The Secretary's duties shall consist of:

- Recording all votes and minutes of all proceedings in a book to be kept for that purpose.
- In concert with the President shall make the arrangements for all meetings of the Organization.

Section 4. Treasurer

The Treasures duties shall be:

- To manage or oversee the management of the financial affairs of the Organization, including reconciling bank statements, and managing cash flow;

- To be responsible for preparing, or facilitating the preparation of an annual budget, as well as regularly monitoring and comparing the actual revenues and expenses incurred against such budget;
- To keep the board apprised of key financial events, trends, and concerns, and assessments of the Organization's fiscal health; and
- To be responsible for completing, or ensuring the completion of, required financial reporting forms (including the IRS Form 990) in a timely manner and making these forms available for the board's review.

Section 5. Election of Officers

Officers shall be elected at the Organization's annual meeting. Robert's Rules of Order shall be the procedure by which officers shall be elected.

Those officers elected shall serve a term of **one (1) year**, commencing at the next meeting following the annual meeting.

Officers shall be eligible to succeed themselves in their respective offices for two (2) terms only.

Section 6. Removal of Officer

Any officer of the Board of Directors may be removed with or without cause, at any time, by a simple majority vote of the members of the Board of Directors. Each member of the Board of Directors must receive written notice of the proposed removal at least ten (10) days in advance of the proposed action. An officer who has been removed as a member of the Board of Directors shall automatically be removed from office.

Section 7. Vacancies

Whenever any vacancy occurs among the officers of the Board of Directors it shall be filled without undue delay by a majority vote of the remaining members of the Board of Directors at a meeting of the Organization. Vacancies may be created and filled according to specific methods approved by the Board of Directors. Persons so elected shall hold office for the unexpired term in respect of which such vacancy occurred.

ARTICLE VI. COMMITTEES

Section 1. Committee Formation

The Board may create committees as needed. The Board President appoints all committee chairs.

Section 2. Executive Committee

The officers serve as the members of the Executive Committee.

ARTICLE VII. CONFLICT OF INTEREST AND COMPENSATION

Section 1: Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's interest when it is contemplating entering into any transaction or arrangement. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2: Definitions

Interested Person:

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

Financial Interest:

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

Section 3. Procedures

Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with Board delegated powers considering the proposed transaction or arrangement.

Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

Procedures for Addressing the Conflict of Interest. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the

meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

The chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the Board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

Violations of the Conflicts of Interest Policy. If the Board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4. Records of Proceedings

The minutes of the Board and all committees with board delegated powers shall contain:

The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.

The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5. Compensation

A member of the Board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

A member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 6. Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- Has received a copy of the conflicts of interest policy,
- Has read and understands the policy,
- Has agreed to comply with the policy, and
- Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7. Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

Whether partnerships, joint ventures, and arrangements with management Organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8. Use of Outside Experts

When conducting the periodic reviews as provided for in these bylaws, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE VIII. IDEMNIFICATION

Section 1. General

To the full extent authorized under all applicable laws, the Organization shall indemnify any director, officer, employee, or agent, or former member, director, officer, employee, or agent of the Organization, or any person who may have served at the Organization's request as a director

or officer of another Organization (each of the foregoing members, directors, officers, employees, agents, and persons is referred to in this Article individually as an “indemnatee”), against expenses actually and necessarily incurred by such indemnatee in connection with the defense of any action, suit, or proceeding in which that indemnatee is made a party by reason of being or having been such member, director, officer, employee, or agent, except in relation to matters as to which that indemnatee shall have been adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty. The foregoing indemnification shall not be deemed exclusive of any other rights to which an indemnatee may be entitled under any bylaw, agreement, resolution of the Board of Directors, or otherwise.

Section 2. Expenses

Expenses (including reasonable attorneys’ fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Organization in advance of the final disposition of such action, suit, or proceeding, if authorized by the Board of Directors, upon receipt of an undertaking by or on behalf of the indemnatee to repay such amount if it shall ultimately be determined that such indemnatee is not entitled to be indemnified hereunder.

Section 3. Insurance

The Organization may purchase and maintain insurance on behalf of any person who is or was a member, director, officer, employee, or agent against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person’s status as such, whether or not the Organization would have the power or obligation to indemnify such person against such liability under this Article.

ARTICLE IX. BOOKS AND RECORDS

The Organization shall keep complete books and records of account and minutes of the proceedings of the Board of Directors.

ARTICLE X. AMENDMENTS

Section 1. Articles of Incorporation

The Articles may be amended in any manner at any regular or special meeting of the Board of Directors, provided that specific written notice of the proposed amendment of the Articles setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each director at least three days in advance of such a meeting if delivered personally, by facsimile, or by e-mail or at least five days if delivered by mail. Amendments of the Articles shall require the affirmative vote of a simple majority of directors then in office.

Section 2. Bylaws

The Board of Directors may amend these Bylaws by majority vote at any regular or special meeting. Written notice setting forth the proposed amendment or summary of the changes to be effected thereby shall be given to each director within the time and the manner provided for the giving of notice of meetings of directors.

ADOPTION OF BYLAWS

We, the undersigned, are all of the initial directors of this Organization, and we consent to, and hereby do, adopt the foregoing Bylaws as the Bylaws of the Solare Collegiate Foundation.

ADOPTED AND APPROVED by the Board of Directors on this ____ day of _____, 20__.

Print

Date

Signature

Print

Date

Signature

Print

Date

Signature

Bylaws

Solare Collegiate Charter School Governing Board

ARTICLE I

GOVERNING BOARD

Section 1: The governance of Solare Collegiate Charter School is entrusted to the Governing Board.

Section 2: In addition to all powers conferred upon the Governing Board by New Mexico law and the Articles of Incorporation, the Governing Board shall have the power to:

1. Review and adopt the school's mission statement;
2. Review and adopt bylaws and establish policies consistent with the school's mission;
3. Hire, evaluate, set compensation and employment terms for, and terminate the School Leader;
4. Oversee financial matters for the school, including approving the annual school budget and authorizing designees to sign checks and legal documents on behalf of the school.

Section 3: The Governing Board shall establish the number of members, which shall consist of at least 7 members and no more than 15 members. All members shall have identical rights and responsibilities.

Section 4: Members shall serve a term of three (3) years from the date of their appointments, or until their successors are seated. A full three-year term shall be considered to have been served upon the passage of three (3) years since the date the member was elected to the Board. After election, the term of a member may not be reduced, except for cause as specified in these bylaws or to support continuity of the Board. No member shall serve more than two (2) consecutive, three-year terms.

Section 5: Governing Board members shall be sought to reflect qualities, qualifications and diversity determined by the Board, delineated in the Job Description of the Governing Board.

Section 6: Any vacancy occurring in the Governing Board and any position to be filled by reason of an increase in the number of members may be filled upon a simple majority vote of the seated members, within 45 days of the vacancy.

Section 7: A member may resign at any time by sending a written resignation to the Chair of the Governing Board. This may take the form of an email.

Section 8: The Governance Committee shall be charged with recruiting and recommending potential board candidates to the full board. The Governing Board may remove any officer or member with a simple majority vote of a quorum of the Governing Board at any regular or special meeting of the Board, provided that a statement of the reason or reasons shall have been mailed by Registered Mail to the Officer or member proposed for removal at least thirty (30) days before any final action is taken by the Governing Board. This statement shall be accompanied by a notice of the time when, and the place where, the Governing Board is to take action on the removal. The officer or member shall be given an opportunity to be heard and the matter considered by the Governing Board at the time and place mentioned in the notice.



Section 9: Members of the Governing Board:

1. Shall receive no payment other than those allowed by law under the New Mexico Per Diem and Mileage Act.
2. Shall serve the Solare Collegiate Charter School with the highest degree of undivided duty, loyalty, and care and shall undertake no enterprise to profit personally from their position with the Solare Collegiate Charter School.
3. All participants in Governing Council work are bound by the Code of Conduct and Conflict of Interest laws and policies.
4. Shall have no direct or indirect financial interest in the assets or leases of the Solare Collegiate Charter School; any Representative who individually or as part of a business or professional firm is involved in the business transactions or current professional services of the Solare Collegiate Charter School.
5. Shall uphold and comply with all application conflicts of interest laws.

ARTICLE II MEETINGS

Section 1: Regular meetings of the Board shall be as prescribed by the Board's Annual Open Meetings Act Resolution.

Section 2: Special meetings of the Governing Board may be called by the Board Chair or by a majority of the Governing Board, due notice having been given each member five (5) calendar days prior to the meeting.

Section 3: A simple majority of the members then in office shall constitute a quorum for the transaction of business at any regular or special meeting of the Governing Board.

Section 4: Where applicable the Governing Board shall follow Robert's Rules for all meetings.

Section 5: Notice of all regular and special meetings of the Governing Board, an agenda of all items to be discussed at such meetings, and agenda support materials shall be circulated to all members prior to the meeting and shall be made in compliance with the Open Meetings Act and the School's Open Meetings Act Resolution.

Section 6: Proxy voting is not allowed under law and so an absentee Governing Board member may not designate an alternate to represent him or her at a Governing Board meeting.

ARTICLE III OFFICERS

Section 1: There shall be four (4) elective Officers of the Governing Board: a Board Chair, a Vice-Chair, a Secretary, and a Treasurer.

Section 2: The election of officers shall be held as needed.

Section 3: In the event that the office of the Board Chair becomes vacant, the Vice-Chair shall become Chair for the unexpired portion of the term unless an election for a new Chair is desired by a simple majority of a quorum of the Board present at any regular or special meeting. In the event that the office of Vice-Chair, Secretary, or



Treasurer becomes vacant, the Chair shall appoint interim officers to fill such vacant offices until a scheduled meeting of the Board can be held at which time an election for the vacant office shall be held.

Section 4: The Board Chair shall preside at all meetings of the Governing Board. In the Chair's absence, the Vice-Chair shall preside. The Chair is responsible for setting the agenda for all meetings, calling any special meetings, and appointing members to chair all committees. Any member may request of the Chair or of the head of school that an item be added to the agenda.

Section 5: The Treasurer shall have general supervision of the Board's financial securities. The Treasurer shall also supervise the maintenance of the Board's financial records and books, and sign such instruments as required by the office.

Section 6: The Secretary shall issue Governing Board meeting notices, and shall keep minutes, and perform such other duties as required by the office.

ARTICLE IV COMMITTEES

Section 1: The Governing Board may appoint committees of the Governing Board. Committees may be composed of Board members or community members, or both. The Board may prescribe the need and/or the composition of such committees.

Section 2: Each standing committee shall consist of at least two people. The Chair of each standing committee shall be a Governing Board member

Section 3: Standing Committees shall include the following;

1. Governance Committee
2. Academic Committee
3. Finance Committee
4. Audit Committee

Membership of the Audit and Finance committees shall comply with NMSA Section 22-8-12.3(B).

Section 4: The Chair of the Governance Committee shall be elected by a simple majority vote of a quorum of the members of the Governing Board. The Chair of the Committee may then select at least two (2) persons for the Committee. Each committee member shall serve a term of two (2) years, and these terms shall be staggered to ensure continuity of the committee. Duties of the Governance Committee shall be:

1. to study the qualifications of candidates and present nominees for the vacant member positions on the Governing Board;
2. to provide ongoing orientation to members; and
3. to oversee a member assessment process to ensure optimum performance.

ARTICLE V FISCAL YEAR



Section 1: The fiscal year of the Solare Collegiate Charter School shall begin on July 1 of each calendar year and terminate on June 30 of the following calendar year. The school's financial accounts shall be audited annually.



ARTICLE VI

RULES OF ORDER

Section 1: The rules of order in the current edition of Robert's Rules of Order shall govern the conduct of all meetings of Solare Collegiate Charter School.

ARTICLE VII

AMENDMENTS

Section 1: These bylaws may be amended at any meeting at which a quorum is present by a simple majority vote of those present.

First Name	Last Name	Position	Committee	Term Start	Term End	Street Address	City	State	Zipcode	Email Address	Phone Number	Alternate Email	Affidavit	Certificate of Assurances
Camille	Vasquez	Member	Finance, Academic	9/16/18		8416 Vista Serena Lane SW	Albuquerque	NM	87121	camillenvasquez@gmail.com	(505) 718-5631		X	X
Norma	Binder	Member	Finance, Audit	9/16/18		8150 Rio Grande Blvd	Los Ranchos	NM	87114	normabinder@gmail.com	(505) 506-9271		X	X
Veronica	Gonzales-Zam	Chair	Governance	9/16/18		2529 Carson Rd NW	Albuquerque	NM	87104	veronica.gonzales@alumni.law.unm.edu	(505) 550-0532		X	X
Mike	Wallace	Member	Academic, Audit	9/16/18		1026 Omaha St. NE	Albuquerque	NM	87112	michael.wallace2@davitamedicalgroup.com	(505) 322-8525		X	X
Diana	Benavidez	Member	Facilities	11/13/18		4820 Benaberry Pl SW	Albuquerque	NM	87105	dianabenavidez747@gmail.com	(505) 236-9522		X	X
Subbu	Iyer	Member	Finance, Academic	9/16/18		4820 Benaberry Pl SW	Albuquerque	NM	87111	sriyer@unm.edu	(405) 334-2351		X	X
Peter	Lorenz	Vice-Chair	Governance	9/16/18		8421 Guadalupe Trail NW	Los Ranchos	NM	87114	peter.lorenz@unirac.com	(713) 366-9782		X	X
Eve	Wakeland	Member		3/19/19		301 Walter St SE	Albuquerque	NM	87102	eve@esparza.com	(505) 804-6460		X	X

Attachment F - Board of Finance Documents:

Statement to Consult with PED signed by all members	
Affidavits from each board member	X
Affidavit signed by the school's licensed business official	X
School Business Official License	X
Certificate of insurance that indicates adequately bonded	in Attachment K

Attachment E - Governing Board ByLaws

Dated 10/16/2018



October 22, 2018

Jerry Apodaca Building
Options for Parents/Charter School Division
300 Don Gaspar, Room 301
Santa Fe, New Mexico 87501

Dear Public Education Commissioners,

On behalf of the Solare Collegiate Governing Board, please accept this cover letter and accompanying documentation to signify our request to seek approval as a Board of Finance in the State of New Mexico.

Please reach out to me, the Lead Founder, if you have any questions or concerns regarding our application. Thank you for your time and attention to this matter.

Sincerely,

Rachael Sowards

Rachael Sowards
Lead Founder
Solare Collegiate Charter School
rsewards@solarecollegiate.org
505.917.6442

AFFIDAVIT OF FINANCIAL RECORD CUSTODIAN

STATE OF NEW MEXICO)

COUNTY OF Sandoval)

I, Katie Rarick, [affiant] after being duly sworn, state:

1. I live in the City of Albuquerque, County of Bernalillo, New Mexico.

2. 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.

3. I have completed the following training in the maintenance of financial records:

- a) NMASBO conference
- b)
- c)

4. Attached is a certificate of insurance that indicates that I am adequately bonded to take this responsibility.

5. I have earned the following certificates, licenses and/or degrees:

Certificate, licensure or degree	Educational Institution	Date	Current Yes/No
<u>384491</u>	<u>State of New Mexico</u>	<u>July 1, 2017 - June 30, 2020</u>	<u>yes</u>
_____	_____	_____	_____
_____	_____	_____	_____

FURTHER AFFIANCE SAYETH NAUGHT.

Katie Ra
[Signature of Affiant]

10/22/18
Date

Katie Rarick
[Print Name of Affiant]

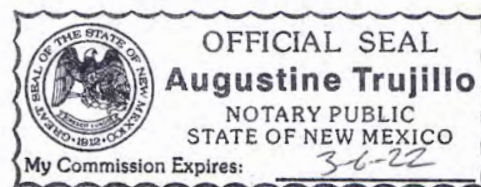
VERIFICATION

The forgoing Affidavit of Financial Records Custodian was subscribed and sworn to before me, this 22nd day of October, 2018.

[Notary Seal:]

Aug Sta
NOTARY PUBLIC

My commission expires: March 22nd, 2022.



STATE OF NEW MEXICO



*In Recognition of
The Fulfillment of the Requirements for
School Personnel Licensure
this*

LEVEL ONE PROVISIONAL SCHOOL BUSINESS OFFICIAL LICENSE

is issued to

KATIE NOEL RARICK

Effective from July 1, 2017 to June 30, 2020

Licensure Number: 384491

A handwritten signature in black ink, appearing to read "C. M.", positioned above the title "Secretary of Education".

Secretary of Education

STATEMENT OF GOVERNING BODY TO CONSULT WITH PED

We, the undersigned, make up the governing body of the Solare Collegiate Charter School, 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 Solare Collegiate Charter Schools'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 Solare Collegiate Charter School GIVE THE FOREGOING STATEMENT THIS 4 DAY OF April, 2019.

1. 


[signature]
Veronica Gonzales-Zamora

[print]
2. 


[signature]
Peter Lorenz

[print]
3. 

[signature]
Subramanian R. Iyer

[print]
4. 

[signature]
Camille Vasquez

[print]
5. 

[signature]
Diana Benavidez

[print]

6. Eve Wakeland
[signature]
Eve Wakeland
[print]
7. Michael Wallace
[signature]
Michael Wallace
[print]
8. Norma binder
[signature]
Norma binder
[print]

Attach additional pages if membership exceeds five.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

I, Camille Vasquez, after being duly sworn, state:

1. My name is Camille Vasquez and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the Solare Collegiate Charter School in Albuquerque, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the Solare Collegiate Charter School's governing body, I am 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.

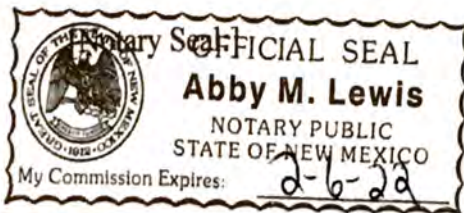
Camille Vasquez
[Signature]

10/16/18
Date

Camille Vasquez
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 16th day of October, 2018.



[Signature]
NOTARY PUBLIC

My commission expires: 2-6, 2022.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

I, Veronica gonzales ramon, after being duly sworn, state:

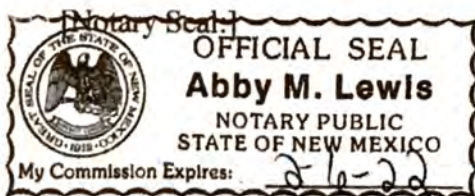
1. My name is Veronica gonzales ramon and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the Solare Collegiate Charter School in Albuquerque, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the Solare Collegiate Charter School's governing body, I am 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.

[Signature]
[Signature]
Veronica gonzales-ramon
[Print]

10/16/18
Date

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 16th day of October, 2018.



[Signature]
NOTARY PUBLIC

My commission expires: Feb 6, 2022.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

I, Norma S Binder, after being duly sworn, state:

1. My name is Norma S Binder and I reside in Los Ranchos, New Mexico.
2. I am a member of the governing body of the Solare Collegiate Charter School in Albuquerque, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the Solare Collegiate Charter School's governing body, I am 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.

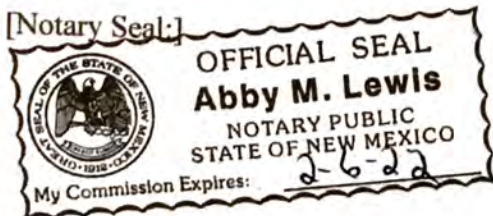
Norma S Binder
[Signature]

Oct 16, 2018
Date

Norma S Binder
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 16th day of October, 2018.



[Signature]

NOTARY PUBLIC

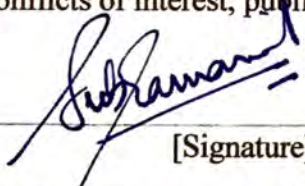
My commission expires: Feb 6, 2022.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

I, SUBRAMANIAN R. IYER, after being duly sworn, state:

1. My name is SUBRAMANIAN R. IYER and I reside in ALBUQUERQUE, New Mexico.
2. I am a member of the governing body of the Solare Collegiate Charter School in Albuquerque, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the Solare Collegiate Charter School's governing body, I am 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.

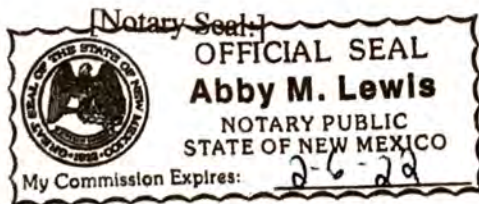

[Signature]

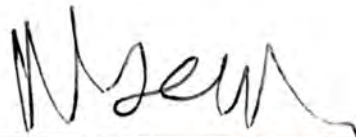
10/16/2018
Date

SUBRAMANIAN R. IYER
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 16th day of October, 2018.





NOTARY PUBLIC

My commission expires: Feb 6, 2022.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

I, PETER LORENZ, after being duly sworn, state:

1. My name is PETER LORENZ and I reside in ALBUQUERQUE, New Mexico.
2. I am a member of the governing body of the Solare Collegiate Charter School in Albuquerque, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the Solare Collegiate Charter School's governing body, I am 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.

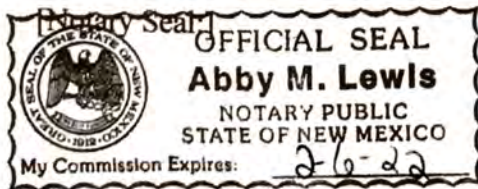

[Signature]


10/16/2018
Date

PETER LORENZ
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 16th day of October, 2018.




NOTARY PUBLIC

My commission expires: 2-6, 2022.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

I, Michael Wallace, after being duly sworn, state:

1. My name is Michael Wallace and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the Solare Collegiate Charter School in Albuquerque New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the Solare Collegiate Charter School's governing body, I am 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.


[Signature]

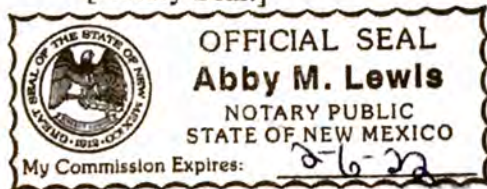
10/1/18
Date

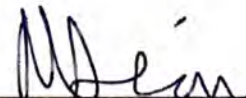
Michael Wallace
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 1st day of Oct, 2018.

[Notary Seal:]




NOTARY PUBLIC


My commission expires: 2-6, 2022.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF ~~BERNALILLO~~ SANTA FE

I, Amber R. Macías-Mayo, after being duly sworn, state:

1. My name is Amber R. Macías-Mayo and I ^{currently} reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the Solare Collegiate Charter School in Albuquerque, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the Solare Collegiate Charter School's governing body, I am 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.


[Signature]

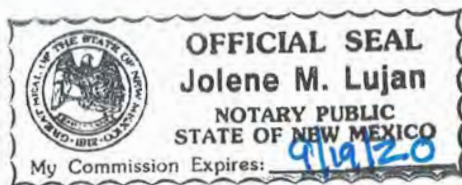
Oct 18, 2018
Date

Amber R. Macías-Mayo
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 18 day of Oct, 20 18.

[Notary Seal:]




NOTARY PUBLIC

My commission expires: 9/19, 20 20.

DECLARATION OR CERTIFICATE OF INSURANCE

Please attach or insert a copy of a declaration or certificate of insurance that indicates that the financial records custodian [insert name of charter school] is adequately bonded and that [insert name of charter school] is insured through Public School Insurance Authority.

Attached:

☒ Bonding Declaration from: Pom and Associates
[Name of institution or agency]

☒ Certificate of Insurance from: Pom and Associates
[Name of institution or agency]



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/22/2018

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 INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Ave. #400 Woodland Hills CA 91367	CONTACT NAME: Risk Services PHONE (A/C, No, Ext): (800) 578-8802 E-MAIL ADDRESS: rservices@pomsassoc.com PRODUCER CUSTOMER ID: 00016280	FAX (A/C, No): (818) 449-9449
INSURED New Mexico Public Schools Insurance Authority Member: Solare Collegiate Charter School 410 Old Taos Highway Santa Fe NM 87501	INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Regional Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #

COVERAGES **CERTIFICATE NUMBER:** Solare Collegiate **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 PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY					
	CAUSES OF LOSS	DEDUCTIBLES			BUILDING	\$
		BUILDING			PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC				BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD	CONTENTS			EXTRA EXPENSE	\$
	<input type="checkbox"/> SPECIAL				RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE				BLANKET BUILDING	\$
	<input type="checkbox"/> WIND				BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD				BLANKET BLDG & PP	\$
					Contents	\$
						\$
	<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY				\$
	CAUSES OF LOSS					\$
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER				\$
						\$
A	<input checked="" type="checkbox"/> CRIME	BGOV-45001509-23	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> Employee Theft	\$ 2,000,000
	TYPE OF POLICY				<input checked="" type="checkbox"/> Forgery or Alteration	\$ 2,000,000
					<input checked="" type="checkbox"/> Faithful Performanc	\$ 1,000,000
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2018

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 INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Ave. #400 Woodland Hills CA 91367	CONTACT NAME: Risk Services PHONE (A/C, No, Ext): (800) 578-8802 E-MAIL ADDRESS: rservices@pomsassoc.com FAX (A/C, No): (818) 449-9449
INSURED New Mexico Public Schools Insurance Authority Member: Solare Collegiate Charter School 410 Old Taos Highway Santa Fe NM 87501	INSURER(S) AFFORDING COVERAGE INSURER A: New Mexico Public Schools Insurance Authority INSURER B: Safety National INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** Solare Collegiate**REVISION NUMBER:**

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 PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners Contractors <input type="checkbox"/> Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MOC NO. L0021	07/01/2018	07/01/2019	EACH OCCURRENCE \$ Tort Limit DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Tort Limit MED EXP (Any one person) \$ Tort Limit PERSONAL & ADV INJURY \$ Tort Limit GENERAL AGGREGATE \$ Tort Limit PRODUCTS - COMP/OP AGG \$ Tort Limit Maximum Liability \$ 1,050,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MOC NO. L0021	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ Tort Limit BODILY INJURY (Per accident) \$ Tort Limit PROPERTY DAMAGE (Per accident) \$ Tort Limit Maximum Liability \$ 1,050,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			SP4055030	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			MOC NO. L0021	07/01/2018	07/01/2019	Each Occurrence Tort Limit Maximum Liability 1,050,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Self-Insured Retention for Liability: \$750,000. See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary.

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF INSURANCE

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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COMMENTS/REMARKS

Summary of New Mexico Tort Claims Act Section 41-4-19: Maximum Liability
Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability
Products and Completed Operations
Professional Liability
Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
\$400,000 Bodily Injury Per Person
\$200,000 Property Damage Per Property Address
\$300,000 Medical
\$750,000 Per Occurrence
\$1,050,000 Combined Limit/Maximum Liability

Admissions, Enrollment, and Lottery Policy

1. **Admissions-** Solare Collegiate Charter School (SCCS) is a public school and as such will comply with all applicable laws regarding admission to a public school in New Mexico. All students who meet the State of New Mexico's eligibility requirements for attending a public school may be enrolled at SCCS. The School will not discriminate among applicants on the basis age, disability, gender, gender identity, ethnic or national origin, religion, sexual orientation, or academic standing. SCCS is a New Mexico non-sectarian, non-home school based public school that does not charge tuition or have admission requirements.
2. **Enrollment and Lottery**
 - a. Pursuant to the Charter Schools Act at Section 22-8B-4.1(B) NMSA 1978 enrollment preference shall be given to:
 - i. Students who have been admitted to the charter school through an appropriate admission process and remain in attendance through subsequent grades; and;
 - ii. Siblings¹ of students already admitted to or attending the same charter school.
 - b. Opportunities to enroll will be advertised on the School's website and through venues such as elementary schools, youth development organizations, neighborhood organizations that provide services to youth, community centers, and student academic associations. For students who are homeless and are provided protections under federal law the School shall be required to follow the specialized enrollment procedures as outlined in federal law.
 - c. Lottery enrollment will be conducted January 1 through March 31, with a public lottery during the first week of April.
 - d. All students to be enrolled will be notified via a letter sent US mail or delivered in person. Students must acknowledge in writing their intent to enroll in SCCS and complete all registration documents in order to be enrolled.
 - e. With the exception of enrollment preferences required by law as outlined above SCCS shall accept students on a first come first served basis. Expressed interest in enrollment will be accepted on an ongoing basis. As it is received, the registrar or designee will record all expressions of interest. In the event more expressions of interest are received than there are available openings in the School, admission shall be on the basis of lottery.
3. **Waitlist-** After student openings are filled, all others will be placed on a waitlist. If a student expresses interest in enrolling after the lottery has been drawn the student's name will be added to the bottom of the waitlist

Adopted by the Solare Collegiate Charter School Governing Board on _____.

¹ "siblings" means:

- (1) students living in the same residence at least fifty percent of the time in a permanent or semi-permanent situation, such as long-term foster care placements; or
- (2) students related to each other by blood, marriage or cohabitation. §22-8B-2(N) NMSA 1978.



Admissions, Enrollment, and Lottery Procedure

1. Solare Collegiate lottery enrollment will open January 1 of each year and conclude on March 31. Families may submit lottery enrollment applications through the online platform or in paper format.
2. During the first week of April, Solare Collegiate will conduct a public lottery, with open seats being randomly assigned, using the online platform. If there are more applications than seats available, a randomly ordered waitlist will be created. Students do not need to be present at the lottery in order to receive a seat.
3. Students applying for enrollment following the lottery will be admitted on a first-come, first serve basis or added to the waitlist in the order in which they apply.
4. Students offered a seat will be notified via email and a phone call. Students must accept the seat and begin registration paperwork within two weeks of being offered the seat. After two weeks, the offer will be rescinded and the seat offered to another student.
5. Open seats will be offered to waitlist students within three days of vacancy.

2019-2020 Enrollment

78 Fifth Grade Seats

78 Sixth Grade Seats

ASSURANCES

My name is Camille Vasquez and I reside in Albuquerque, NM. I am a member of the governing body for Solave Collegiate Charter, a charter school which is located at Gibson + Barbados St. I assure 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 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do 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 had 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.

Camille Vasquez
Printed Name

Camille Vasquez
Signature

9/16/2018
Date

ASSURANCES

My name is Diana Benavidez and I reside in Albuquerque, NM. I am a member of the governing body for Solave Collegiate a charter school which is located at Gibson + 98th. I assure 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 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do 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.
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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 had 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.

Diana Benavidez
Printed Name

Diana Benavidez
Signature

12/5/18
Date

ASSURANCES

My name is Eve Wakeland and I reside in Albuquerque, NM. I am a member of the governing body for Solare Collegiate a charter school which is located at SW 880. I assure 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 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do 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.
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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 had 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.

Eve Wakeland

Printed Name

Eve Wakeland

Signature

3/29/19

Date

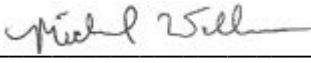
ASSURANCES

My name is Michael Wallace and I reside in Albuquerque, NM. I am a member of the governing body for Solare Collegiate, a charter school which is located at Gibson/Barbados 87121, I assure 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 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do 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.
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18. The CHARTER SCHOOL had 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.

Michael Wallace _____
Printed Name



Signature

9/16/2018 _____
Date

ASSURANCES

My name is ___Norma Binder_____ and I reside in _8150 Rio Grande Blvd, Los Ranchos, NM 87114. I am a member of the governing body for ___Solare Collegiate Charter School_____ a charter school which is located at___Gibson/Barbados___, I assure 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 22-8B-4.1 NMSA 1978.
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18. The CHARTER SCHOOL had 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.

Norma S Binder
Printed Name

Norma S Binder
Signature

16 Sept 2018
Date

ASSURANCES

My name is Peter Lorenz and I reside in 8421 Guadalupe Tr. NW, Los Ranchos, 87114 NM. I am a member of the governing body for Solare Collegiate Charter School a charter school which is located at Gibson/Barbados, I assure 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 22-8B-4.1 NMSA 1978.
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18. The CHARTER SCHOOL had 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.

Peter Lorenz

Printed Name



Signature

09/16/18

Date

ASSURANCES

My name is SUBRAMANIAN R. IYER and I reside in 6828 BRANDY WINE. I am a member of the governing body for SQUARE COLLEGIATE a charter school which is located at Gibson/Barbados 87121, I assure 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 22-8B-4.1 NMSA 1978.
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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 had 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.

SUBRAMANIAN R. IYER

Printed Name

Subramanil
Signature

04/29/19
Date

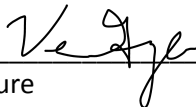
ASSURANCES

My name is Veronica C. Gonzales-Zamora and I reside in Albuquerque, NM. I am a member of the governing body for Solare Collegiate Charter School a charter school which is located at 87121, I assure 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 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do 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.
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18. The CHARTER SCHOOL had 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.

Veronica C. Gonzales-Zamora
Printed Name


Signature

9/16/18
Date

Waiver Notification Form

Instructions:

- (1) Identify all non-discretionary waivers that will be utilized and discretionary waivers that will be requested.
- (2) Specifically identify statutes or state rules for which a waiver is requested.
- (3) Describe how the school's practice and **how it varies** from statutory requirements.

Non-Discretionary Waivers			
NMSA 1978 § 22-8B-5(C) Waiver	Utilized	Specific provision of relevant statute to which waiver is applied.	Description the school's practice and how it varies from statutory requirements.
Individual class load	<input checked="" type="checkbox"/>	NMSA 22-10A-20 "Staffing patterns; class load; teaching load"	Solare Collegiate will be an extended middle school, beginning with 5th grade. 5th and 6th grade fall under the upper elementary band, which requires class sizes of 24 or fewer. We are proposing class sizes of 26 students, which will continue through the traditional middle school grades. By using a middle school model, with teacher specialization, our student-to-teacher ratio will be 16:1. Each teacher will be responsible for teaching 104 students a single subject - below the maximum number of students for a middle school teacher, and only a single course in which to prepare. The waiver will allow us to create a learning environment that is highly rigorous for our students, with teachers who have exemplary levels of content knowledge, as well as ample preparatory time to better support students. By utilizing a middle school model in grades 5 and 6, our students will have access to a great level of rigorous academics and individualized support, replicating the best practices of high performing

Waiver Notification Form

			<p>charter schools across the country.</p> <p>In exchange for the waiver, Solare Collegiate recognizes that it is committing to demonstrating that our alternative class load plan will support greater academic success for students and is supported by classroom teachers. We will review our class load plan annually, with input from vested parties.</p>
Teaching load	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
Length of school day	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
Staffing pattern	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
Subject areas	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
Purchase of instructional materials	<input checked="" type="checkbox"/>	NMSA 22-15-8 "Multiple list; selection; review process"	<p>Solare Collegiate Charter School is requesting a waiver for the purchase of instructional materials, to give us further flexibility to select instructional materials that align to our mission of providing rigorous academics, balanced with individualized supports. Solare Collegiate intends to use resources that are being utilized at some of the high-poverty, high performing charter schools across the country.</p> <p>We anticipate that many of our chosen resources will be on the approved list, but we do not want to limit our options. Any materials used will be aligned to the NMCCSS, NGSS, and the NMSS.</p>
Evaluation standards for school personnel	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
School principal duties	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
Drivers education	<input type="checkbox"/>	Click here to enter text.	Click here to enter text.
Discretionary Waivers			
Statute for which Waiver Requested under NMSA 1978 §	Specific provision of relevant statute for which waiver is sought.		Description of how the school's practice will vary from statutory requirements.

Waiver Notification Form

22-2-2.1		
Click here to enter text.		Click here to enter text.
Click here to enter text.		Click here to enter text.

LEASE AGREEMENT

This Lease Agreement ("the "Lease") is entered into by and between **SAHQ Backers** (hereinafter "Landlord") and **Solare Collegiate Charter School**, a New Mexico Public Charter School (hereinafter "Tenant" or "School"). Landlord and Tenant are sometimes referred to herein each as "Party" and collectively as the "Parties."

1. PREMISES.

- A. Landlord does hereby lease to Tenant, and Tenant, subject to the terms and conditions of this Lease, does hereby take from Landlord, those allocated portions of the building located at 1404 Lead Ave SE, Albuquerque, NM 87106 (appx. 9,000 square feet; Exhibit A), county of Bernalillo, state of New Mexico to this lease with non-exclusive right to use the onsite parking ("parking lot") and basketball courts, (collectively the basketball courts, the building and parking lot are referred to as the "Premises").
- B. Tenant shall use the Premises for the following purposes and for no other purposes whatsoever: operation of a public charter school or related general educational or office use. All of the foregoing shall be referred to herein as the "Tenant's Uses."
- C. Landlord represents that the premises are rated E-Occupancy and meet the required New Mexico Weighted Condition Index necessary for Tenant to use the premises for its uses contracted for in this Lease.
- D. Neither Landlord nor any agents or employees of Landlord have made any representations or promises with respect to the Premises, except as expressly set forth herein and as set forth in all exhibits and attachments to this Lease and the documents delivered in accordance with the terms of this Lease, including without limitation, the Plans and Specifications, and no rights, privileges, easements or licenses are acquired by Tenant, except as expressly set forth herein. The taking of possession of the Premises by Tenant shall be evidence that the Premises were on such date of possession in good, clean and tenantable condition and that the Tenant accepts the Premises "As Is" except (i) as outlined by Tenant at the time of such possession, (ii) as set forth in the warranties provided by third parties for the Facilities, and (iii) for Landlord's continuing maintenance and repair obligations expressly set forth in this Lease.

2. LEASE TERM.

- A. Initial Term. The "Lease Term" shall commence on **July 1st, 2019** and shall continue thereafter for a period of **6 Months until January 1, 2020**.
- B. Effective Date. The Effective Date, after which this Lease is valid and binding on the Parties, is the date this instrument is signed by the parties.

- C. Move-In Date. The Move-In Date is the day Tenant takes control of the Premises. The Move-In Date is **July 1st, 2019**
- D. Option to Extend Lease Term. The Option to Extend shall be contingent upon Tenant not being in default under the terms of this Lease at the time of the exercise of the option and at the commencement date for each option term. Tenant shall provide Landlord written notice not less than one (1) month prior to the expiration of the then-current Lease Term of its intent to exercise each option. The Lease may be extended in terms of one month or more.

3. RENT.

- A. Tenant shall pay to Landlord during the Lease Term annual rent in monthly installments (hereinafter "Base Rent"). The Base Rent for the premises shall be twelve thousand five dollars per month (\$12,500.00). This amount is inclusive of electricity, gas, and water and property taxes.
- B. Tenant agrees to pay to Landlord a fifteen thousand hundred dollar (\$15,000.00) refundable security deposit.
- C. The deposit is payable upon execution of this lease. The first month's rent (July) will be due no later than June 1. Subsequent monthly installments of Base Rent shall be due and payable in advance on the 1st day of each month. Should the Tenant fail within five (5) days after the amount is due to pay any Base Rent due hereunder at the time and in the manner herein provided, a late fee of five percent (5%) of the amount then due will be added to the amount due which shall be immediately due and payable without any further notice or demand from Landlord. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent the Landlord from exercising any of the other rights and remedies granted hereunder.
- D. In addition to the Base Rent, and except as explicitly and specifically stated in this Lease, Tenant shall be responsible for the direct payment of all items identified under Services and Maintenance as obligations of Tenant.

4. SERVICES AND MAINTENANCE.

- A. Tenant shall be responsible for interior maintenance costs of the Premises, including without limitation, janitorial services and cosmetic maintenance, except as such items are the responsibility of the Landlord under this Lease. Days when formal janitorial services are not utilized by the tenant the school staff will take care to keep the leases premises neat and clean.
- B. Heating and Air Conditioning, Plumbing, Electrical and Life Safety Systems. Landlord leases the Premises in an "as is" condition on the Move-In Date, subject to existing warranties, which Landlord shall be responsible

Solare Collegiate Charter School Lease Agreement

for seeking coverage or reimbursement. Except as covered by such warranties and as to those items for which Landlord is responsible under the terms of this Lease, Tenant shall be responsible for the interior maintenance. Landlord will be responsible for the repair of the Building, plumbing, electrical and life safety systems, alarm systems within the Building to ensure they are in working condition. Alarm monitoring services are optional and the responsibility of the tenant.

- C. Landlord shall be responsible for the warranties, maintenance service contracts, and replacement of the HVAC, landscaping, parking lot, plumbing, electrical and life safety systems outside of the Building, roof, exterior of the Building, and structural members of the Building, unless repairs, contracts or services are uniquely required for the Tenant's use, or unless such maintenance or repairs are necessitated in part or in whole by the neglect, fault or omission of any duty, or intentional destruction or abuse by Tenant, its agents, servants, employees or invitees, in which case Landlord shall cause the necessary maintenance or repair to be performed and Tenant shall pay to Landlord within thirty (30) days following Landlord's demand the reasonable cost of such maintenance and repairs for covered by warranties or service contracts. Anything to the contrary in this Lease notwithstanding, Landlord shall be responsible for all costs of any kind necessary to maintain the Premises to the State Building Requirements. If Landlord fails to perform maintenance or make repairs in a timely manner of Tenant has provided written notice to Landlord for the need of the same, then Tenant shall have the right to cause the necessary maintenance or repair to be performed and to collect from Landlord the cost of such repair, including without limitation, by offsetting rent owed to Landlord in the amount of such repair or maintenance.
- D. All repairs and replacements made by Landlord shall be made and performed at such time and in such manner as agreed upon by Landlord and Tenant, by contractors or mechanics approved by Landlord, so that same shall be at least equal in quality, value, and utility to the original work or installation, and in accordance with all applicable building codes, laws and regulations of governmental authorities having jurisdiction over public schools and the Premises, and shall maintain such occupancy standards as are required for public schools.
- E. Keys and Locks. Landlord shall furnish Tenant with keys for the lock on each door entering the Premises and alarm keys. Additional keys will be furnished at a charge by Landlord on an order signed by Tenant or Tenant's authorized representative. All such keys shall remain the property of Landlord. No additional locks shall be allowed on any door of the Premises without Landlord's permission, and Tenant shall not make or permit to be made any duplicate keys except those furnished or allowed by Landlord. Upon termination of this Lease, Tenant shall return to Landlord all keys to

the Premises and give to Landlord the explanation of the combination of all locks for safes, safe cabinets and vault doors, if any, in the Premises.

- F. Signage. Tenant shall be responsible for payment of their individual sign face and artwork and shall have the right to place its signage on the premises. No signage shall be installed or modified without the Landlord's prior written approval of such signage which approval shall not be unreasonably withheld. At Tenant's own expense, Tenant will remove any and all of its signage at the end of the lease period.
- G. Landlord shall be responsible for acting with prudence and diligence in repairing and restoring utility services that are interrupted. Landlord shall be liable for the gross negligence and intentional acts or omissions of Landlord, its employees, agents and representatives, as well as for any interruption of services that causes the Premises to be deemed unusable as a school or which interrupts the assignment of an E-Occupancy rating.
- H. During both the Initial Term and any Extended Term of this Lease, Landlord shall maintain the Property to all applicable state adequacy standards applicable to charter schools, at no additional cost to the School or the State of New Mexico as set forth in NMSA 1978, §22-8B-4.2(D)(2)(a) or a successor statute.

5. ASSIGNMENT AND SUBLETTING. Tenant shall not have the right to sublet or assign all or any part of the Premises or rights to use the access or Parking Lot Facilities without the prior written consent of the Landlord, which will not be unreasonably withheld. A name change by either party shall not be considered an assignment.

6. ALTERATIONS.

- A. Except as expressly described in this Lease, Tenant will not make any alterations of, or additions to, the Premises without the prior written approval of Landlord, which approval is not to be unreasonably withheld.
- B. Tenant will not permit any mechanic's, laborer's or materialmen's liens to stand against the Premises and will, within thirty (30) days of notice thereof remove all such liens. Landlord may remove such liens and Tenant shall immediately reimburse Landlord upon demand for all costs and expenses, including attorney's fees, incurred by Landlord in removing such mechanic's, laborer's or materialmen's lien.

7. TENANT EQUIPMENT AND FURNISHINGS.

- A. Tenant shall not install or operate in the Premises equipment or other machinery which requires changes, replacements or additions to or in the use of the heating, air conditioning, electrical or plumbing systems of the Premises without first obtaining the prior written consent of the Landlord.

Solare Collegiate Charter School Lease Agreement

- B. Landlord shall have the right to limit the weight and prescribe the position of heavy equipment or fixtures, based on the structural integrity of the facilities. Any and all damage or injury to the Premises caused by moving the property of Tenant in or out of the Premises, or due to the same being on the Premises shall be repaired by and at the sole cost of Tenant.

8. TENANT'S INSURANCE.

- A. Tenant shall procure and maintain policies of insurance, at its own cost and expense through the New Mexico Public Schools Insurance Authority for liability of Tenant and its "public employees" as defined in the Tort Claims Act (NMSA 1978, Section 41-4-1 et. seq.) in amounts prescribed by the Tort Claims Act, causing Landlord to be named as an additional insured on such policy of insurance but only in respect of liability arising out of Tenant's actions on the Premises. Certificates of Tenant's insurance policies shall be deposited with Landlord as requested by Landlord during the term of this Lease.
- B. Landlord shall carry its own general liability insurance in respect of liability related to or connected with the Premises for bodily injury to or personal injury to or death of any person or persons, or for damage to property in an amount of no less than legally required. Tenant shall be an additional insured on such policy.
- C. Landlord shall carry a policy or policies of insurance, at its sole cost and expense, insuring Landlord and Landlord's lender, if any, against property loss or damage to the Premises in an amount equal to the replacement cost thereof.
- D. Tenant shall, from the execution of this lease, carry commercial tenant's property insurance, covering against all risks of physical loss to the contents of the Premises, including without limitation, the furniture, fixtures and equipment, in an amount equal to full replacement cost.
- E. Tenant will not conduct or permit to be conducted any activity or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Building; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable insurance rating bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be evidence that the increase in such rate is due to such activity or equipment, and as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore.
- F. Tenant shall at all times maintain Worker's Compensation insurance covering its employees in and about the Premises as required by law and shall provide Landlord proof of such insurance upon request.

- G. If the Premises, or Tenant's personal property or fixtures in the Premises, shall be damaged or destroyed by a casualty required to be insured against under the terms of this Lease, whether or not such damage or destruction is caused, or claimed to be caused, by the neglect or misconduct of Landlord or Tenant, or any of their respective officers, employees, agents, contractors, or invitees, neither Landlord, Tenant, nor their respective insurance companies shall have any right of action, by way of subrogation or otherwise, against Landlord or Tenant, or any of their officers, employees, agents, contractors, or invitees, arising from such damage or destruction, and each policy of insurance required by this Lease shall provide a waiver and release by the insurer of any such right.

9. RESPONSIBILITY FOR ACTIONS UNDER THE LEASE.

- A. Tenant shall be responsible for any and all claims by or on behalf of any person arising from conduct or management of or from any work or thing whatsoever done in or on the Premises by Tenant, its agents, contractors, servants, employees, invitees or licensees. If any action or proceeding is brought against Landlord by reason of any claim described in this Paragraph, Landlord shall have the right to make a claim against Tenant under this Paragraph.
- B. Landlord shall be responsible for any and all claims by or on behalf of any person arising from the conduct or management of or from any work or thing whatsoever done in or on the Premises by Landlord, its agents, contractors, servants, employees, invitees or licensees. If any action or proceeding is brought against Tenant by reason of any claim described in this Paragraph, Tenant shall have the right to make a claim against Landlord under this Paragraph.

10. TERMINATION.

- A. Fire or Other Casualties. If the Premises is substantially damaged or destroyed by fire or other casualty, the Landlord shall have the right to terminate this Lease, provided it gives written notice thereof to the Tenant within 3 days after such damage or destruction. If a portion of the Premises is damaged by fire or other casualty, and Landlord shall restore the Premises, exclusive of any alterations or other changes made to the Premises at any time by or at the direction or request of Tenant, to as near the condition which existed immediately prior to such damage or destruction as reasonably possible and in any event sufficient to meet the requirements of NMSA 1978, Section 22-8B-4.2 or any successor statute. In the event Landlord so elects to restore the Premises, Rent shall abate during such period of time as the Premises are unusable in a reasonable manner based on Tenant's ability to utilize the remaining portion of the Premises; provided that if the remaining portion is not sufficient for the entirety of Tenant's student population (including without limitation it does

not meet the State Building Requirements), then the entire Premises shall be deemed unsuitable. If the substantial destruction to the Premises cannot be substantially restored within one hundred eighty (180) days from the time of such damage or destruction or during the last twelve (12) months of the current lease term, then the Tenant or Landlord shall have the right to terminate this Lease. The Landlord shall not be responsible to the Tenant for damages to or destruction of any furniture, equipment, alterations or other changes made or installed in, on or about the Premises regardless of the cause or the damage or destruction unless caused by the gross negligence or intentional misconduct of Landlord, its employees, agents and representatives.

- B. Eminent Domain. If the entire Premises or substantially all of the Premises is permanently taken by eminent domain, this Lease shall automatically terminate as of the date of such taking. If any portion of the Premises is taken by eminent domain, Landlord shall also have the right to terminate this Lease by giving written notice thereof to Tenant within ninety (90) days after the date of taking. If only a portion of the Premises is taken by eminent domain and Landlord elects not to terminate this Lease, Landlord shall, at its expense, restore the Premises, exclusive of any improvements or other changes made to the Premises by Tenant, to as near the condition which existed immediately prior to the date of taking as reasonably possible. Rent shall abate during such period of time as the Premises are unusable in a reasonable manner based on Tenant's ability to utilize the remaining portion of the Premises and upon completion of restoration necessary adjustments shall be made in the Rent, or other costs to reflect a reduction in the size of the Premises. Tenant shall have the right to terminate this Lease within ninety (90) days after the date of taking by giving written notice thereof to Landlord, if the taking involved results in (i) Tenant not being able to reasonably utilize the remaining Premises for Tenant's Uses or (ii) the remainder of the Premises is not suitable for Tenant's Uses for its entire student population (including without limitation it does not meet the State Building Requirements). Tenant shall have no right to any of the award or payment made in connection with such taking provided, however, that Tenant shall be entitled to recover any separate amount for Tenant fixtures and/or relocation costs provided under appropriate statutes, ordinances or regulations.
- C. Event of Non-Appropriation. Tenant's obligations under this Lease are subject to annual appropriation of funds for Tenant to pay Rent hereunder.
 - i. An "Event of Non-Appropriation" shall have occurred: (a) if on June 30 of any year the New Mexico State Legislature has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay Rent scheduled to be paid in the next ensuing fiscal year of the Tenant; (b) if the Public Education Department finds this instrument to be outside the allowable scope of Section 22-8B-4.2,

or its successor statute; or (c) if Tenant's charter is not renewed or is otherwise revoked.

- ii. Upon an Event of Non-Appropriation and any other provisions of this Lease to the contrary notwithstanding, Tenant shall have the right to terminate the Lease effective June 30 of the year when the Event of Non-Appropriation occurs. If reasonably feasible, Tenant shall give written notice of the Event of Non-Appropriation and Tenant's termination by April 1 of the year in which the Event of Non-Appropriation occurs; however, a failure to give such notice by April 1 shall not: (a) constitute an event of default; (b) prevent the Tenant from terminating the Lease; or (c) result in liability to Tenant hereunder.
- iii. Upon the occurrence of an Event of Non-Appropriation resulting in a termination of this Lease, Tenant shall have the option through written notice to renew this Lease in yearly increments if the amounts held in reserve by the Tenant as of April 1 are sufficient to be meet the entire amount of Rent due hereunder for the next ensuing fiscal year.
- iv. If the Event of Non-Appropriation would be cured by changing this instrument to one approved by the Public Education Department or the Public Schools Facilities Authority, as applicable, pursuant to Section 22-8B-4.2 of the Public School Code or its successor statute, the Parties shall have the option of agreeing to such instrument to cure the Event of Non-Appropriation as an alternative to terminating the Lease.
- v. Tenant's obligations under the Lease shall be subject to a termination of this Lease upon the occurrence of an incurable Event of Non-Appropriation.

- D. Default. If Tenant defaults as provided for in the Lease, after required notice and an opportunity to cure as set forth in this Lease, then Landlord, at Landlord's option, may terminate this lease at the close of the fiscal year in which the default occurs. If Landlord defaults as provided for in the Lease, after required notice and an opportunity to cure as set forth in this Lease, then Tenant, at Tenant's option, may terminate this Lease immediately or up to the end of the fiscal year in which the default occurs.

11. TENANT'S DEFAULT. The occurrence of any of the following events shall constitute a default by Tenant under this Lease:

- A. If Tenant shall fail to pay any amounts to be paid by it hereunder, including but not limited to Base Rent and late charges and such default shall continue for a period of 10 days after Landlord has given Tenant written notice of such failure to pay.
- B. If Tenant fails to perform or observe any of Tenant's other obligations, covenants or agreements herein or hereunder, and such failure shall

Solare Collegiate Charter School Lease Agreement

continue for a period of 10 days after Landlord has given Tenant written notice thereof, provided however, if the default cannot be reasonably cured within 30 days, Tenant shall have such additional time as is reasonably necessary to cure said default, provided Tenant acts diligently towards curing the default.

- C. The abandonment of the Premises by Tenant (other than the portion of Premises that may be assigned or sublet or a portion of the Premises that does not meet the State Building Requirements).
- D. Upon the occurrence of any of the foregoing defaults, Landlord may, but with no obligation to do so, immediately re-enter the Premises and remove all persons and property therefrom. Landlord shall have the right to keep this Lease in full force and effect, or, at its option, terminate this Lease as provided for under Termination. Tenant hereby expressly waives the service of any notice in writing of Landlord's intent to re-enter the Premises pursuant to this Section.
- E. Right to Cure Defaults. If Tenant defaults in the observance or performance of any of Tenant's covenants, agreements or obligations hereunder wherein the default can be cured by the expenditure of money, Landlord may, but without obligation, and without limiting any other remedies which it may have by reason of such default, cure the default, charge the cost thereof to Tenant and Tenant shall pay the same forthwith upon demand. If Landlord is required to commence a legal action to recover such sums from the Tenant, Landlord shall also have the right to recover all interest costs and attorney's fees in connection with such litigation.

12. LANDLORD'S DEFAULT. Landlord shall be in default hereunder if Landlord fails to perform any obligations hereunder and such failure shall continue for a period of thirty (30) days after Tenant has given Landlord written notice thereof, provided however, if the default cannot be reasonably cured within thirty (30) days, Landlord shall have such additional time as is reasonably necessary to cure said default, provided Landlord acts diligently towards curing the default. Upon a default, Tenant shall have all rights and remedies at law or in equity, and Tenant shall have the right to terminate as described in the Termination section.

13. YIELDING POSSESSION AT END OF TERM: HOLDING OVER.

- A. Tenant shall peaceably surrender and yield possession of the Premises to Landlord at the end of the Lease Term or earlier termination of the Tenant's right to occupy the Premises. Upon expiration or termination of the Lease Term, Tenant shall surrender to Landlord all keys to the Premises.
- B. After having obtained Landlord's prior express written consent to do so (which consent shall be in the discretion of Landlord), if Tenant holds possession of all or any part of the Premises after the expiration or

termination of this Lease, Tenant will be a Tenant from month to month effective as of the date of such expiration or termination. Tenant will be bound by and obligated to abide by all of the provisions of this Agreement, subject to any conditions imposed by Landlord in consideration of having given its consent.

- C. If Tenant remains in possession of all or any portion of the Premises after the expiration or termination of this Lease or earlier termination of the Tenant's right to occupy the Premises without the requisite consent of Landlord, at Landlord's election, Landlord may take any action it deems appropriate to remove Tenant and its possessions from the Premises, and for so long as Landlord does not take such action Tenant will be a tenant at sufferance, subject to all the conditions, provisions and obligations of a Tenant under this Agreement, at the same rate of Base Rent in effect for the Lease Year immediately prior to the expiration or termination of this Lease or earlier termination of the Tenant's right to occupy the Premises, pro-rated on a daily basis until Landlord regains possession of the Premises in the condition provided for in this Agreement. No holding over, even with the consent of the Landlord and payment of Rent, will extend the Lease Term. In addition to the Rent, Tenant will pay Landlord all damages incurred or suffered by Landlord arising from any delay in surrendering the Premises to Landlord in the condition provided for in this Agreement, including but not limited those incurred as a result of Landlord being unable to provide possession of the Premises to a new Tenant of the Premises as provided in a separate lease agreement.
- D. Acceptance by Landlord of Rent after the expiration or termination of this Lease or earlier termination of the Tenant's right to occupy the Premises shall not result in a renewal or reinstatement of the Lease Term.
- E. The foregoing provisions of this Section are in addition to and do not limit Landlord's right of re-entry or any other rights of Landlord stated elsewhere in this Agreement or provided by law.

14. CONTINUANCE OF AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

15. TENANT TO SURRENDER PREMISES IN GOOD CONDITION. Upon the expiration or termination of the Lease Term, Tenant shall at its expense:

- A. Remove Tenant's goods and effects and those of all persons claiming through Tenant.
- B. Quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same were on the date the Lease Term commenced or were thereafter in place by Landlord, reasonable wear and

tear accepted. Tenant shall not be responsible for maintaining in good order and condition the basketball courts.

- C. After the expiration or termination of the Lease Term any property left in the Premises shall be deemed to have been abandoned and shall be deemed the property of Landlord to be disposed of as Landlord sees fit.

16. LANDLORD'S RIGHT TO ENTER PREMISES. Landlord, or its authorized agents or attorneys, may at any reasonable time upon prior notice, except in the event of an emergency (and without interfering with Tenant's use of the Premises) enter the Premises to inspect, make repairs and improvements and/or changes in the Premises or other premises in Building as Landlord may deem proper. Landlord's reserved rights hereunder shall include, without limitation, free unhampered and unobstructed access to Building airways, equipment ducts, under floor heater ducts, stairways, access panels and all cleaning and utility services. There shall be no diminution of rent or injury to business caused by Landlord's exercise of the rights reserved by Landlord in this Section.

17. LANDLORD'S CONSENT. Where Landlord's consent is required herein, it shall not be unreasonably withheld, conditioned or delayed.

18. RUBBISH AND DEBRIS. No rubbish, trash, dirt, debris or objects of any kind shall be put outside or around Premises, by Landlord except within designated dumpsters. Tenant shall cause Tenant's employees, students, agents and invitees to comply with this Section.

19. SEVERABILITY. The provisions of this Lease are expressly severable, and the unenforceability of any provision or provisions hereof shall not affect or impair the enforceability of any other provision or provisions.

20. HAZARDOUS SUBSTANCES.

- A. Tenant does not and shall not use or permit the use of the Premises for any purpose relating to the storage and use of Hazardous Materials not connected to Tenant's mission as a public charter school. Except as pertinent to Tenant's mission as a public charter school, Tenant shall not, in any event, generate, manufacture, produce, release, discharge or dispose of on, in or under the Premises or the Building, or transport to or from the Premises, any Hazardous Materials, or allow any other person or entity to do so. Landlord represents and warrants that to its knowledge there are no Hazardous Materials in or about the Premises or the Building as of the Move-In Date.
- B. Tenant shall comply with all local, state or federal laws, ordinances or regulations relating to Hazardous Materials and above ground and underground storage tanks on, in, under or about the Premises occurring for the first time after the Move-In Date.

- C. Tenant shall promptly notify Landlord should Tenant receive notice of or otherwise become aware of any pending or threatened environmental regulatory action against Tenant, the Premises or the Building; claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material; or release or discharge or threatened release or discharge of any Hazardous Material in, on, under or about the Premises or the Building.
- D. Tenant shall promptly deliver to Landlord copies of any documents relating to any governmental proceeding relating to Hazardous Materials and all engineering reports, test reports and laboratory analysis concerning the Hazardous Materials to Landlord.
- E. Tenant shall promptly and thoroughly investigate suspected Hazardous Materials contamination of the Premises or the Building or the ground water of the Building, resulting from Tenant's use of the Premises.
- F. Landlord shall have the right, at Tenant's expense, to require an annual audit of Tenant's operation on the Premises to ensure compliance with environmental laws and regulations and this Section, if Tenant's use is found to be in violation of applicable environmental laws or regulations. Upon receipt of written notice from Landlord, Tenant shall promptly correct any violations and/or deficiencies cited in the audit.
- G. If a default occurs under this Lease, Landlord, at Tenant's expense, shall have the right to cause to be conducted an investigation of the Premises for Hazardous Materials and Tenant shall forthwith remove, repair, clean up or detoxify any Hazardous Materials from the Premises, the Building, or ground water resulting from Tenant's use, to make the Premises comply with applicable law.
- H. Should Landlord obtain information related to the use of Hazardous Materials on the Premises, Tenant shall permit Landlord or its agents to inspect the Premises at any reasonable times and agree to fully cooperate with Landlord in determining compliance with this Section.
- I. "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "contaminants" or "pollutants" under any applicable federal or state laws or regulations.

21. BROKERAGE. Chris Armistad of Allen Sigmon represents Landlord and shall be paid per separate agreement. Jeremy Nelson of Absolute Investment Realty is working on behalf of tenant and shall not be due a fee.

22. ESTOPPEL CERTIFICATE. Tenant agrees that at any time and from time to time upon not less than five (5) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing which:

- A. Certifies that this Lease is unmodified and in full force and effect if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications.
- B. States the dates to which the rent and other charges hereunder have been paid by Tenant.
- C. States whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of any covenants, agreements or conditions contained in this Lease and if so, specifying each such default of which Tenant may have knowledge.
- D. Responds to such other matters as Landlord reasonably requests. Any such statement delivered pursuant hereto may be relied upon by any owner or prospective purchaser of the Property, any prospective mortgagee of the Property or Landlord's interest therein or any prospective assignee of any such mortgagee.

23. WAIVER OF COVENANTS. Failure of Landlord to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rents with knowledge of a breach in any of the terms, covenants and conditions of this Lease to be kept or performed by Tenant shall not be deemed a waiver of such breach, and Landlord shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Landlord.

24. NOTICES. Any notice or demand which, under the terms of this Lease or under any statute must or may be given or made by the parties hereto, shall be in writing, and may be given or made by personal delivery or mailing the same by registered mail, addressed to the other party at the address provided on the Effective Date. Either party, however, may designate in writing such new or other address to which such notice or demand shall hereafter be so given, made or mailed. Notices delivered by electronic mail are valid only if acknowledged by the person receiving the electronic mail, and if that person is the intended recipient of the notice.

Notice shall be made via the below addresses:

Solare Collegiate
Abby Lewis, Esq.
InAccord, PC
1420 Carlisle NE Ste 208
Albuquerque, NM 87110

SAHQ Backers
Charlotte Rode
1404 Lead Ave SE
Albuquerque, NM 87106

Solare Collegiate Charter School Lease Agreement

- 25. FORCE MAJEURE.** If Landlord or Tenant cannot perform any of their respective obligations under the terms of this Lease due to event(s) beyond their control, the time provided for performance of such obligations shall be extended by a period of time equal to the duration of such event(s). If either party to the Lease desires to invoke the provisions of this Paragraph, it shall provide written notice to the other party of the reasons for the delay and the invoking party shall use best reasonable efforts to mitigate the effects of such occurrence. As an alternative, the parties may mutually agree to cancel or amend this lease as a result of event(s) beyond their control. Event(s) beyond Landlord's or Tenant's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood, or other casualty, shortages of labor and materials, weather conditions, government laws and regulation (new or amended), but shall in no event include defaults due to Landlord's or Tenant's failure to meet their respective monetary obligations hereunder.
- 26. TIME.** It is understood and agreed between the parties hereto that time is of the essence in all of the terms and provisions of this Lease.
- 27. ATTORNEY'S FEES.** If the Tenant defaults in the performance of any of the covenants of this Lease and by reason thereof the Landlord employs the services of an attorney to enforce performance of the covenants by the Tenant, to evict the Tenant, to collect moneys due from the Tenant, or to perform any service based upon said default, then in any of said events the Tenant does agree to pay a reasonable attorney's fee and all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy available to the Landlord. In any proceeding brought by either Landlord or Tenant against the other relating to this Lease, a reasonable attorney's fee, costs and expenses shall be recovered in such proceeding by the successful party therein.
- 28. REPRESENTATIONS.** This Lease, all exhibits, attachments and documents to be delivered in accordance with the terms of this Lease constitute the final agreement of the parties hereto and supersedes all negotiations, representations or agreements, whether written or oral, made prior to the execution hereof. Landlord makes no representations or warranties regarding the Premises or of Landlord's or Tenant's rights, obligations, or duties with respect thereto other than those expressly set forth in the foregoing described documents. By execution of this Lease, Tenant acknowledges that no representations or warranties have been made by Landlord (or Landlord's agents, representatives, or employees, or by anyone acting on behalf of Landlord or under contract with Landlord) upon which Tenant has relied in executing this Lease other than such representations or warranties that are expressly set forth in the documents described in this Paragraph.
- 29. CAPTIONS.** The captions in this Lease are for convenience only and are not part of this Lease.

30. LAWS AND JURISDICTION. This Lease shall be construed according to the laws of the State of New Mexico. Any legal action filed by Landlord or Tenant to enforce the terms of this Lease shall be filed in the Second Judicial District Court of the State of New Mexico

31. QUIET ENJOYMENT. Tenant, upon paying the Rent and upon observing and keeping all of the covenants, agreements and provisions of this Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Premises during the term of the Lease without hindrance or molestation.

32. AMENDMENTS. This Lease may be amended only by a writing executed by both parties hereto.

IN WITNESS WHEREOF, Landlord and Tenant respectfully have duly signed.

FOR THE LANDLORD, **SAHQ Backers**

By: Charlotte Rode

Charlotte Rode

Date: 19APRIL2019

FOR THE TENANT, **Solare Collegiate Charter School**

By: Rachael Sowards

Rachael Sowards

Head Administrator

Date: April 19, 2019

CONSULTANT:

Owner Engineer

SAHQ ACADEMY

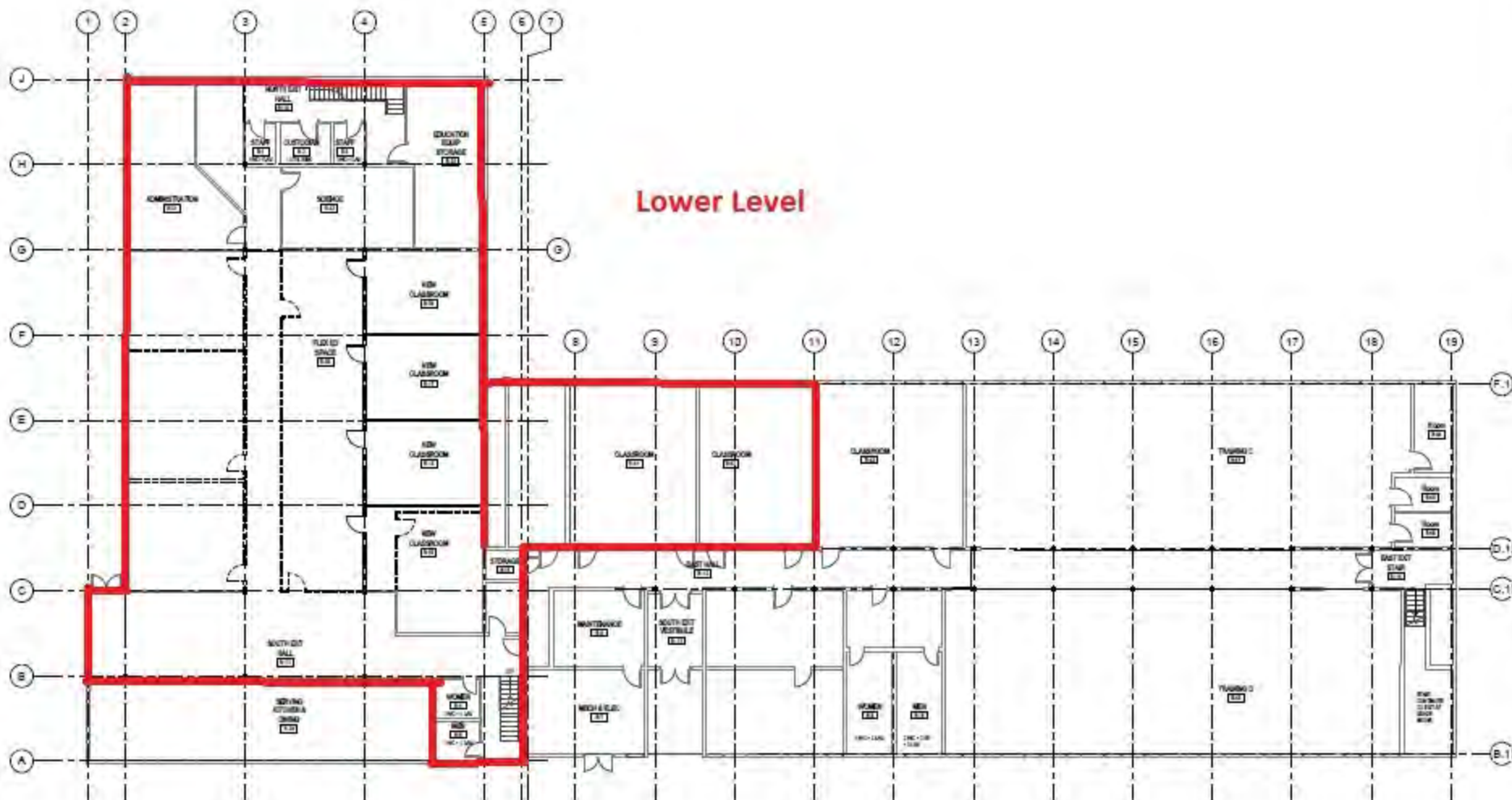
1404 Lead Ave. SE
Albuquerque, NM 87106

Key Rider

No.	Date	Description
Revision Schedule		
1	01/15/2018	ISSUE
2	01/15/2018	PROJECT NUMBER
3	01/15/2018	PROJECT NUMBER
4	01/15/2018	PROJECT NUMBER
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99	01/15/2018	PROJECT NUMBER
100	01/15/2018	PROJECT NUMBER

PROJECT TITLE

FIRE ALARM - BASEMENT FLOOR PLAN



A1 FIRE ALARM - BASEMENT & DEMOLITION PLAN



Certificate of Occupancy

City of Albuquerque
Planning Department
Building Safety Division

This Certificate, issued pursuant to the requirements of Section 115.3 of the Albuquerque Uniform Administrative Code, certifies that at the time of issuance this structure was in compliance with the above code and other technical codes and city ordinances regulating building construction or use.

Building Address 1404 Lead Ave SE Zip 87106

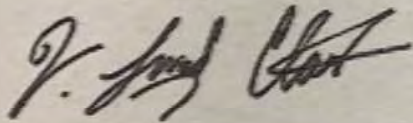
Portion of Building Alterations _____

Use Classification Commercial Project Bldg. Permit No. 2016-91039

Occupancy Group E Type of Construction II-B Fully Sprinkled Land Use Zone N/A

Owner of Building SAHQ Backers Address: 1404 Lead Ave SE., Albuquerque NM 87106

By: Victoria Tena



Date: November 22, 2017

V Land Clark
Chief Building Official

IBC Code Year: 2009

POST IN A CONSPICUOUS PLACE

MAXIMUM OCCUPANT LOAD: 1014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/30/2019

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 INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Ave. #400 Woodland Hills CA 91367	CONTACT NAME: Risk Services PHONE (A/C, No, Ext): (800) 578-8802 E-MAIL ADDRESS: rservices@pomsassoc.com FAX (A/C, No): (818) 449-9449
INSURED New Mexico Public Schools Insurance Authority Member: Solare Collegiate Charter School 410 Old Taos Highway Santa Fe NM 87501	INSURER(S) AFFORDING COVERAGE INSURER A: New Mexico Public Schools Insurance Authority INSURER B: Safety National INSURER C: New Mexico Public Schools Insurance Authority INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** Solare Collegiate Charter**REVISION NUMBER:**

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 PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners Contractors <input type="checkbox"/> Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MOC NO. L0021	07/01/2018	07/01/2019	EACH OCCURRENCE \$ Tort Limit DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Tort Limit MED EXP (Any one person) \$ Tort Limit PERSONAL & ADV INJURY \$ Tort Limit GENERAL AGGREGATE \$ Tort Limit PRODUCTS - COMP/OP AGG \$ Tort Limit MAXIMUM LIABILITY \$ 1,050,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			SP4055030	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	PROPERTY (including BPP, TIB and Business Income)			MOC NO. P0021	07/01/2018	07/01/2019	Building Deductible: PER SCHEDULE Contents Deductible: ON FILE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Self-Insured Retention for Liability is \$750,000 and \$1,000,000 for Workers' Compensation. See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary.

Evidence of Insurance with respects to liability arising out of use of leased premises located at 1404 Lead Ave SE, Albuquerque, NM 87106

CERTIFICATE HOLDER**CANCELLATION**

SAHQ Backers
1404 Lead Ave SE

Albuquerque, NM 87106

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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Poms & Associates Insurance Brokers		NAMED INSURED New Mexico Public Schools Insurance Authority
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** _____ **FORM TITLE:** : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19: Maximum Liability
Governmental entities and agencies, including public schools, public charter schools and
community colleges and universities are granted immunity from liability.
Commercial General Liability
Products and Completed Operations
Professional Liability
Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
\$400,000 Bodily Injury Per Person
\$200,000 Property Damage Per Property Address
\$300,000 Medical
\$750,000 Per Occurrence
\$1,050,000 Combined Limit/Maximum Liability