

Charter Contract Between the
New Mexico Public Education Commission
and
Albuquerque School of Excellence

This Charter Contract, (the "Contract"), is hereby entered into by and between the New Mexico Public Education Commission, (the "Commission"), and Albuquerque School of Excellence, (the "School", and, together with the Commission, the "Parties"), a New Mexico Charter School, effective this 23rd day of August 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 amendment request for an enrollment cap increase for the School on March 22, 2019, (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 Osman Anderson and Mustafa Ayik 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, August 23, 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 4.11 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, 2020**. 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.

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. The mission of Albuquerque School of Excellence is to provide a safe and collaborative environment which will cultivate the academic and social development of its students by emphasizing math, science, and technology for the purpose of students setting and meeting higher education goals.
 - 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 A, 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 1199 students in grades K – 12.
- i. The School may make modifications as to the number of students in any particular grade, and number of students within a class to accommodate staffing decisions that are consistent with the School's programmatic needs; except that, nothing in this Contract shall give the School the authority to combine students from different grade levels into the same classroom unless the school's educational program explicitly provides for mixed grade or age education.
 - 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, which is 1882.
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 B, incorporated herein by reference.~~
 - ii. ~~The legal agreement in Attachment B 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 B, 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** (Intentionally omitted)
- i. ~~The school has a relationship with _____, 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 C, 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 C.~~

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

- i. The educational philosophy of ASE is that school exists for the welfare and dignity of the child. Education at ASE is student-centered and each child is recognized as a unique individual with unique interests, needs, and abilities. ASE aims to develop responsive, productive, and civic-minded youth by inspiring them to follow their dreams while making the world a better place for themselves and others. The purpose of ASE is to foster productive attitudes toward work, family, and community. When students have a positive attitude toward school and community, their perception of "school" transforms. This will be evidenced via character education, civic clubs, teacher-student mentorship, Phoenix Guides, and various family night activities. Teachers are required to provide an afterschool club, as indicated on teacher annual expectation agreements.
- ii. ASE focuses on core knowledge and essential skills so that children may achieve the mastery upon which further learning will be built. ASE is a college preparatory charter school focusing on math, science, and technology. Members of the ASE believe that excelling in math and science prepares youth to succeed in college, the workplace and the 21st century. Our vision is to enable students to succeed in school and have options to enter math, science and engineering careers. The school requires all students (grades 1-12) to complete a science fair project each year. Teachers are required to provide afterschool tutoring, as indicated on teacher and student schedules.
- iii. Albuquerque School of Excellence's school model is rigorous (prepares students for college), relevant (reinforces math and science skills) and is underpinned by a tight web of relationships (a strong culture reinforced by teachers and parents). ASE utilizes technology across all of these dimensions to reinforce its school model and curriculum. Student achievement/outcome is built on 3 core principles within the school model:
 - a. a challenging math and science curriculum supported by theory;
 - b. a focus on assessment; and
 - c. a culture of constructive competition, self-discipline, and parental engagement.High school student transcripts reflect completion of AP classes and dual credit courses. Students participate in school trips to college campuses in grades 8 -12. Each classroom is themed after a specific college. Students in grades 1 – 6 are introduced to college culture and complete projects and activities based on a specific college.

7. **Governance:**

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

Mission Specific Goal(s) for Albuquerque School of Excellence

Goal #1: STEM and College Readiness classes: ASE students will be prepared for STEM related employment or post-secondary education as demonstrated by completion of STEM elective courses or College Readiness classes (AP, Honors, Dual Credits, Distance Learning). Graduates who are enrolled for their entire high school career will exceed the NM graduation requirements in this area.

75-89% of students enrolled on the 40th and 120th day in grades 9-10 will complete two or more of these credits with a passing grade of C or better each year AND 75-89% of students in grades 11-12 will complete three or more of these credits with a passing grade of C or better each year.

Measure Rating Category	Description of Target for each Performance Level	Points Assigned
<i>Exceeds Standard</i>	90% or more of students enrolled on the 40 th and 120 th day in grades 9-10 will complete two or more of these credits with a passing grade of C or better each year AND 90% or more of students in grades 11-12 will complete three or more of these credits with a passing grade of C or better each year.	100
<i>Meets Standard</i>	75-89% of students enrolled on the 40 th and 120 th day in grades 9-10 will complete two or more of these credits with a passing grade of C or better each year AND 75-89% of students in grades 11-12 will complete three or more of these credits with a passing grade of C or better each year.	75
<i>Does Not Meet Standard</i>	60 - 74% of students enrolled on the 40 th and 120 th day in grades 9-10 will complete two or more of these credits with a passing grade of C or better each year AND 60-74% of students in grades 11-12 will complete three or more of these credits with a passing grade of C or better each year.	25
<i>Falls Far Below Standard</i>	59% or less of students enrolled on the 40 th and 120 th day in grades 9-10 will complete two or more of these credits with a passing grade of C or better each year AND 59% or less of students in grades 11-12 will complete three or more of these credits with a passing grade of C or better each year.	0

Goal #2: The subcommittee of the Public Education Commission recommends to exclude goal 2 in the current contract. However, the school is advised to develop a second mission specific goal in STEM or CTE for grades 1 through 8 to be included with the renewal application.