

Charter Contract Between the
New Mexico Public Education Commission
And
SOUTH VALLEY PREPARATORY

This Charter Contract, (the "Contract"), is hereby entered into by and between the New Mexico Public Education Commission, (the "Commission"), and SOUTH VALLEY PREPARATORY (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 an amendment request for enrollment capacity increase for the School on 12th of April, 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 Bernadette Fietze and Charlotte Alderete-Trujillo 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, 23rd of August, 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 South Valley Preparatory School is to provide a small, safe and unique family learning community where students are prepared for high school and beyond.
 - 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 210 students in grades 6-8.
 - 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, which is 234.

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

- i. The school has a relationship with South Valley Educational 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 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. Students are looped within family strands where they maintain the same core content teachers in Math, Science and Humanities, all 3 years of middle school. This looping provides consistency and rigor in instruction, a safe and small learning environment as well as a foundation to build authentic, rich relationships that support student academic and personal growth.
- ii. All students are provided a school-developed rigorous, consistent and research-based reading instruction framework, for the entire three years of their middle school experience.
- iii. Fine art instruction is an integral part of the curriculum at South Valley Preparatory
- iv. Service learning and the authentic, real-life application of being an active participant in community based projects that positively impact people will be implemented to strengthen the values of community support and social networking that are at the core

of the South Valley community. This will be evidenced by student presentations, portfolios and project artifacts.

- v. Students are placed into homogeneous reading groups by the core team of teachers. All students will be assessed quarterly using the Analytical Reading Inventory (ARI) or a similar reading assessment in addition to the school's short-cycle assessment and are re-grouped according to the achievement results.
- vi. The school provides an outdoor classroom experiences annually for all 7th grade students. Outdoor experiences provide students with learning opportunities in archeology, native history, forest restoration and team-building activities.
- vii. School will provide after school programs with emphasis on math, science and robotics programming.
- viii. SVP implements a well-rounded health and wellness initiative where all students are provided resources and support that fosters physical, social and emotional health and wellness and healthy choices via healthy fresh meals, access to fresh fruits and vegetables, organic farming methods, culture and identity learning, and extended physical education and fitness for all 3 years in middle school.

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 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 as defined in its school policies 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.

Mission Specific Goal(s) for South Valley Preparatory

Goal #1:

80% to 85% of South Valley Prep students, enrolled on the 40th and 120th day, will score 91 or higher on the end of year Qualities for Success (Q for S) Assessment OR they will increase their beginning of year Q for S score by at least 10 points by the end of the year score on the Qualities for Success Report Card.

Measure Rating Category	<u>Description of Target for each Performance Level</u>	Points Assigned
<i>Exceeds Standard</i>	86% or higher of South Valley Prep students, enrolled on the 40 th and 120 th day, will score 91 or higher on the end of year Qualities for Success (Q for S) Assessment <u>OR</u> they will increase their beginning of year Q for S score by at least 10 points by the end of the year score on the Qualities for Success Report Card.	100
<i>Meets Standard</i>	80% to 85% of South Valley Prep students, enrolled on the 40 th and 120 th day, will score 91 or higher on the end of year Qualities for Success (Q for S) Assessment <u>OR</u> they will increase their beginning of year Q for S score by at least 10 points by the end of the year score on the Qualities for Success Report Card.	75
<i>Does Not Meet Standard</i>	70% to 79% of South Valley Prep students, enrolled on the 40 th and 120 th day, will score 91 or higher on the end of year Qualities for Success (Q for S) Assessment <u>OR</u> they will increase their beginning of year Q for S score by at least 10 points by the end of the year score on the Qualities for Success Report Card.	25
<i>Falls Far Below Standard</i>	69% or less of South Valley Prep students, enrolled on the 40 th and 120 th day, will score 91 or higher on the end of year Qualities for Success (Q for S) Assessment <u>OR</u> they will increase their beginning of year Q for S score by at least 10 points by the end of the year score on the Qualities for Success Report Card.	0