



STATE OF NEW MEXICO  
PUBLIC EDUCATION DEPARTMENT  
300 DON GASPAR  
SANTA FE, NEW MEXICO 87501-2786  
Telephone (505) 827-5800  
[www.ped.state.nm.us](http://www.ped.state.nm.us)

RYAN STEWART, ED.L.D.  
SECRETARY OF EDUCATION

MICHELLE LUJAN GRISHAM  
GOVERNOR

## 2021 Charter School Renewal Recommendation – Red River Valley Charter School

### PED RECOMMENDATION

The PED recommends a **renewal term of five (5) years**. The school earned 52 points in 2018-2019, the most recent school year with state assessment data. (The cutoff for Spotlight School designations was 53.33.) The school received designations of excellence in reading growth and math growth and exceeded its three (3) charter goals during that same year.

A 50% hybrid model was not an option for the school due to filtration issues and to the fact that the size of the portables does not allow for 6 feet social distancing. The school developed two remote learning models, one for lower grades and one for middle grades. Activities are identified as “must do”, “can do”, and “read alongs”. All students are required to attend live online session Monday through Thursday, two (2) to four (4) sessions per day. The length and amount of daily screen time varies by grade level. In addition to the live sessions, there are assignments and other daily activities. The middle school students are involved in school activities from 8 am to 2 pm – with a study hall and tutoring sessions from 2 – 4 pm. Extensive support, including home visits, are provided if students are not engaged.

In 2019-2020, the school’s organizational performance ratings were excellent, meeting standards in 17 of 18 indicators; the remaining indicator was rated as working to meet standard.

The most recent published financial audit contained two (2) findings, with zero (0) repeats and no material weaknesses or significant deficiencies. This is a significant reduction in audit findings over the term of the contract. The school’s membership has dipped to 74, ten fewer than budgeted however, the school has a history of prioritizing expenses in the classroom and making budget adjustments quickly, when necessary.

The LEA met special education maintenance of effort (MOE) in FY17 and FY18, however did not meet MOE in FY19. The school’s liability for FY19 is \$2,033.66.

The school spent an average of 59% of its annual operating budget on instructional costs (categories 1100, 2100, and 2200) over the last four (4) years, lower than the 68% recommended per 2020 NM HB002. The average percentage of operating budget spent on administrative support was 32.75% with an average funded membership of 80 students.

The school does not have the support of a foundation specifically formed for the school but has received grant assistance from the community, specifically Red River Valley Education Foundation and Red River Valley Foundation.

**EVALUATION SUMMARY**

Section	Indicator	Rating
<b>ACADEMIC PERFORMANCE</b>		
1.a	Department’s Standards of Excellence	<i>Demonstrates Substantial Progress</i>
1.b	Specific Charter Goals	<i>Demonstrates Substantial Progress</i>
<b>FINANCIAL COMPLIANCE</b>		
2.a	Audit	<i>Demonstrates Substantial Progress</i>
2.b	Board of Finance	<i>Meets the Standard</i>
2.c	Financial Performance	<i>No concerns at this time</i>
<b>CONTRACTUAL, ORGANIZATIONAL, AND GOVERNANCE</b>		
3.a	Material Terms	<i>Meets the Standard</i>
3.b	Organizational Performance Framework	<i>Meets the Standard</i>
3.c	Governance Responsibilities	<i>Meets the Standard</i>

**NMPED Accountability Data 2018-2019**

	Overall	Reading Proficiency	Math Proficiency	Science Proficiency	English Learner Progress
<b>Red River Valley Charter School</b>	52	38	12	22	-
Local District	42	24	7	23	17
Statewide	-	34	21	40	29

**Public Education Commission (PEC) Performance Framework**

	B Red River Valley	C 2016-2017	D 2017-2018	E 2018-2019	F 2019-2020
1	<b>Category I. Academic Performance Framework</b>				
2	II-A.00 NM A-F School Grading System	Meets (or Exceeds) Standard	Fails Far Below (or Does Not Meet) Standard	Meets (or Exceeds) Standard	
3	II-A.01 Required Academic Performance Indicators	Fails Far Below (or Does Not Meet) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	
4	II-A.02 Optional Supplemental Indicators (school specific items in charter)	Not Applicable	Not Applicable	Not Applicable	Not Applicable
5	<b>Category II. Financial Performance Framework</b>				
6	II-A.00-06 Operating Budget/Audits/Periodic Reports/Expenditures/Reimbursements/Audit Reviews/Meals	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
7	<b>Category III. Organizational Performance Framework</b>				
8	III-A.00 Educational Plan: material terms of the approved charter application	Fails Far Below (or Does Not Meet) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
9	III-A.01 Education Plan: applicable education requirements	Fails Far Below (or Does Not Meet) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
10	III-A.02 Education Plan: protecting the rights of all students	Working to Meet Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
11	III-A.03 Educational Plan: protecting the rights of students with special needs (IDEA, 504, gifted)	Working to Meet Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
12	III-A.04 Educational Plan: protecting the rights of English Language Learners (Title III)	Fails Far Below (or Does Not Meet) Standard	Working to Meet Standard	Working to Meet Standard	Meets (or Exceeds) Standard
13	III-A.05 Educational Plan: complying with the compulsory attendance laws	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
14	III-A.06 Educational Plan: meet their recurrent enrollment goals	Working to Meet Standard	Working to Meet Standard	Working to Meet Standard	Meets (or Exceeds) Standard
15	IV-A.00 Business Management & Oversight: meeting financial reporting and compliance requirements	Fails Far Below (or Does Not Meet) Standard	Fails Far Below (or Does Not Meet) Standard	Fails Far Below (or Does Not Meet) Standard	Working to Meet Standard
16	IV-A.01 Business Management & Oversight: following generally accepted accounting principles	Fails Far Below (or Does Not Meet) Standard	Working to Meet Standard	Working to Meet Standard	Meets (or Exceeds) Standard
17	V-A.00 Governance and Reporting: complying with governance requirements	Working to Meet Standard	Meets (or Exceeds) Standard	Working to Meet Standard	Meets (or Exceeds) Standard
18	V-A.01 Governance and Reporting: holding management accountable	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
19	VI-A.00 Employees: meeting teacher and other staff credentialing requirements	Working to Meet Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
20	VI-A.01 Employees: respecting employee rights	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
21	VI-A.02 Employees: completing required background checks	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
22	VII-A.00 School Environment: complying with facilities requirements	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
23	VII-A.01 School Environment: complying with health and safety requirements	Working to Meet Standard	Meets (or Exceeds) Standard	Working to Meet Standard	Meets (or Exceeds) Standard
24	VII-A.02 School Environment: handling information appropriately	Fails Far Below (or Does Not Meet) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
25	<b>Category: Organizational Performance Framework</b>				
26	School Specific Terms: data on any terms specified in the school's Performance Framework	Not Applicable	Not Applicable	Not Applicable	Not Applicable



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### Preliminary Analysis of Renewal Application and Site Visit

**School Name:** Red River Valley Charter School

**School Address:** 500 E. High St., Red River, New Mexico 87558

**Head Administrator:** Kimberly Ritterhouse

**Contracted Business Manager:** The Vigil Group; specifically Zach Kirchgessner

**Authorized Grade Levels:** Kindergarten – Grade 8

**Authorized Enrollment:** 100

**Contract Term:** July 1, 2016 – June 30, 2021

**Mission:** *"To provide every student the opportunity to develop academically, socially, and physically through quality learning experiences utilizing the Core Knowledge Curriculum".*

### Summary of Performance

**Academic.** The school's academic performance has been evaluated under two different accountability systems throughout the term of its contract; A-F School Grading Report in school years 2016-2017 and 2017-2018 & the New Mexico System of School Support and Accountability in school years 2018-2019 and 2019-2020.

Red River Valley Charter School's (RRVCS) academic performance evidenced an overall decline between school years 2016-17 to 2017-18 and a significant improvement between school years 2017-18 to 2018-19. In 2018-19, RRVCS demonstrated a 38% reading proficiency compared to the State's 34% overall reading proficiency rate, while the school's math proficiency rate was 12% compared to the State proficiency rate of 21%.

The school's Overall Academic Performance during the contract term was a **B letter grade**, **D letter grade**, and **Traditional Support School** designation, respectively. The school received **designations of excellence** in reading growth and math growth in 2018-2019.

The school received a "*Falls Far Below Standard*" rating on its mission specific goals during the first year of its contract, 2016-2017. The school received a "*Meets Standard*" rating on its mission specific goals in 2017-2018, and an "*Exceeds Standard*" rating in 2018-19.

**Financial.** Over the course of the contract, the school received 13 audit findings derived from published audited financial statements from 2016-2017 through 2018-2019. The findings consist of three (3) repeat findings, one (1) material weakness, two (2) significant deficiency and 10 noncompliance/other matter. In the most recent reporting year, 2018-2019, the school received two (2) audit findings classified as noncompliance/other matter, none of which were repeat findings. RRVCS is on a quarterly reporting schedule. The business manager is responsive and reports are submitted in a timely manner. For Q4 of FY20 no corrections on reports were required to achieve approvable budget status, demonstrating the professionalism of this Business Manager.

Membership at RRVCS appears to hover at 80 students, although the school had anticipated some growth in the count this school year. It remains to be seen if the next reporting periods show an improvement. The school has experienced some fluctuation in keeping operating expenses within operating revenues, causing them to dip into cash reserves, but not at a level of concern. The school seems to be showing an upward spending trend and will need to keep an eye on expenses if the membership growth does not materialize. The school has shown a commitment to emphasizing spending in the classroom. Given the school size, the percentage of classroom spending is very encouraging and the school should be recognized for these efforts.

Currently, this LEA has no financial concerns.

**Organizational.** During the most recent year evaluated (2019-20), the school did not receive any "*Falls Far Below Standard*" indicator ratings. RRVC received one (1) "*Working to Meet Standard*" rating for the Business Management and Oversight: meeting financial reporting and compliant requirements indicator, though demonstrated improvement from the previous academic year (2018-19), in which the school received a "*Falls Far Below Standard*" rating for this indicator. RRVC has demonstrated consistent improvement in its organizational framework from the first year of its contract (2016-17) earning seven (7) "*Falls Far Below Standard*" ratings and six (6) "*Working to Meet Standard*" ratings to the most recent year (2019-20) earning one (1) "*Working to Meet Standard*" rating with the rest rated "*Meets Standard*".

<b>PART A:</b>	<b>Data analysis provided by CSD</b> Please see Part A - Summary Data Report based on accountability and reporting data from Current Charter Contract term
<b>PART B:</b>	<b>Progress Report provided by the School</b> Please see Part B for the school's self-report on the progress of meeting the academic performance, financial compliance and governance responsibilities of the charter school, including achieving the goals, objectives, student performance outcomes, state standards of excellence and other terms of the charter contract, including the accountability requirements set forth in the Assessment and Accountability Act during the Current Charter Term.

**The PED team reviewed the school's Part B (Progress Report) and conducted a renewal site visit on October 08, 2020.**  
*Ratings are based on the rubric provided in the application.*

Section	Indicator	Final Rating
<b>ACADEMIC PERFORMANCE</b>		
1.a	<b>Department's Standards of Excellence—</b> Overall NM School Grade 2016-2017: <i>B letter-grade</i> 2017-2018: <i>D letter-grade</i> NM System of School Support and Accountability 2018-2019: <i>Traditional Support designation with designations of excellence in reading growth and math growth</i> 2019-2020: <i>No data available for schools</i>	<i>Demonstrates Substantial Progress</i>
1.b	<b>Specific Charter Goals</b> Schools that have met all of their school specific goals in each year of the contract term do <b>NOT</b> provide a narrative. <ul style="list-style-type: none"> <li>• Reading growth and proficiency grades 3-8</li> <li>• Reading growth and proficiency grades 1-2</li> <li>• Math growth and proficiency grades 1-8</li> </ul>	<i>Demonstrates Substantial Progress</i>
<b>FINANCIAL COMPLIANCE</b>		
2.a	<b>Audit</b> Schools that have received no material weakness, significant deficiency, or repeat audit findings in each of the annual audits during the term of the contract do <b>NOT</b> complete this Section. <i>[Organizational Performance Framework 2a and 2b]</i> <i>[Organizational Performance Framework 2a-2e]</i>	<i>Demonstrates Substantial Progress</i>
2.b	<b>Board of Finance</b> Schools that have maintained all Board of Finance authority during the entire term of the contract do <b>NOT</b> complete this Section. If required to complete this section, provide a narrative explaining the actions taken (improved practices and outcomes).	<i>Meets the Standard</i>

2.c	<b>Additional Financial Information</b>					
	<b>RED RIVER VALLEY CHARTER</b>					
	<b>MEMBERSHIP</b>					
	Enrollment CAP	100				
	2021 Budgeted MEM	84				
	Actual 40D 10-01-2020	74				
	Funded Membership	79	78	81	80	
	<b>OPERATIONAL EXPENSES vs. OPERATIONAL REVENUE</b>					
			<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
	Direct Inst	1000	384,559	341,821	397,852	436,429
Student Sup	2100	65,857	44,774	60,181	63,899	
Instrtnl Sup	2200	317	490	332	148	
Central Admi	2300	15,979	113,588	112,712	130,303	
School Admir	2400	158,142	51,314	56,845	56,634	
Central Svcs	2500	71,197	78,590	75,585	68,554	
Maint/Ops	2600	36,532	60,379	68,913	60,526	
Food Svc	3100	13,360	0	0	0	
Other	other	0	0	1,281	0	
Total Operating Exp		745,943	690,956	773,702	816,494	
Total Operational Rev		723,341	758,421	742,747	939,190	
Surplus		(22,602)	67,465	(30,955)	122,697	
Year End CASH balance		26,610	93,505	62,551	185,248	
<b>DISTRIBUTION OF EXPENSES</b>						
Instructional Cost		450,733	387,085	458,366	500,476	
% of total operating exp		60%	56%	59%	61%	
Per student membership		\$5,705	\$4,963	\$5,694	\$6,236	
Admin Support		245,318	243,492	245,142	255,492	
% of total operating exp		33%	35%	32%	31%	
Per student membership		\$3,105	\$3,122	\$3,045	\$3,184	

**CONTRACTUAL, ORGANIZATIONAL, AND GOVERNANCE**

3.a	<p><b>Material Terms</b></p> <p>All schools must provide a response for this section of the application.</p> <ul style="list-style-type: none"> <li>• “Love and Logic” fosters a sense of self-discipline and control, imparting children the self-confidence they need, while respecting all others and treating them with kindness and respect.</li> <li>• Core Knowledge provides children with a strong foundation of knowledge in traditional disciplines, while encouraging innovative thinking and multi-disciplinary integration.</li> <li>• Character development is also an integral part of the RRVCS program and is focused on developing positive character traits, which assist all students to grow in relationships with others and to develop citizenship skills that are vital to becoming contributing members of society.</li> <li>• Teachers and administrator participate in an annual PLC, conducted monthly and incorporated into teacher contracts. The PLC topic is determined by collaborative decision-making and is based on needs assessment and school wide data analysis for the school year. The PLC is directly related to instructional practice and student learning, is teacher-lead, and provides on-going peer observations and feedback.</li> </ul>	<p><i>Meets the Standard</i></p>
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	<ul style="list-style-type: none"> <li>Parents and teachers elect the Governance Council from a list of parents of enrolled students.</li> <li>At least five to seven parent and community events are held each school year (shared learning events).</li> </ul>	
3.b	<b>Organizational Performance Framework</b> Schools that do not have any repeated “working to meet” ratings or any “falls far below” ratings on the most recent organizational performance framework evaluation do <u>NOT</u> complete this Section. <i>[Organizational Performance Framework 1b-1g, 4a-4c, and 5a-5c]</i> <i>[Organizational Performance Framework 1b-1f, 4a-4e, and 5a-5d]</i>	<i>Meets the Standard</i>
	Any OCR complaints or formal special education complaints, identify those, provide all communication related to those, and describe the current status in an Appendix, referenced in narrative by name.	<i>None Known</i>
3.c	<b>Governance Responsibilities</b> All schools must provide a response for this section of the application. <i>[Organizational Performance Framework 3a and 3b]</i> <i>[Organizational Performance Framework 3a-3c]</i>	<i>Meets the Standard</i>

Parts C, D, and E were provided by the school as part of the renewal application.

<b>PART C:</b>	<b>Financial Statement</b> 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.
<b>PART D</b>	<b>Petitions</b> 1. A petition in support of the charter school renewing its charter status signed by not less than sixty-five percent of the <b>employees</b> in the charter school, with certified affidavit. Number: <u>12</u> out of <u>12</u> Percentage: <u>100%</u> 2. A petition in support of the charter school renewing its charter status signed by at least seventy-five percent of the <b>households</b> whose children are enrolled in the charter school, with certified affidavit. Number: <u>56</u> Percentage: <u>93%</u>
<b>PART E:</b>	<b>Description of the Charter School Facilities and Assurances</b> A description of the charter school facilities and assurances that the facilities are in compliance with the requirements of Section 22-8B-4.2 NMSA 1978. <ol style="list-style-type: none"> <li>A copy of the facility lease agreement as Appendix D</li> <li>A narrative description of its facilities and attach the school’s Facility Master Plan, if available, as Appendix H</li> <li>Attach a copy of the building E Occupancy certificate(s)            Dated: <u>08 MAR 2011</u> Maximum Occupancy (if listed): <u>320</u></li> <li>Most recent facility NMCI Score <u>13.27%</u> indicating that the school <b>meets</b> the requirements of Subsection C of 22-8B-4.2 NMSA 1978</li> <li>If the charter school is relocating or expanding, provide assurances that the facilities comply with the requirements of Section 22-8B-4.2 NMSA 1978  <u>      </u> Public (Cert A) <u>      </u> Private (Cert B) <u>      </u> Foundation (Cert C)</li> </ol>
<b>PART F:</b>	<b>Amendment Requests</b> The school has not requested or been granted any amendment request(s) during the current contract term.

## Stakeholder Interviews Summary

Stakeholder interviews took place on October 8, 2020 virtually, via the Zoom Meeting platform. The participants included two (2) parents, one (1) student, two (2) Governing Council members and three (3) teachers.

Parents interviewed grew up in the area, wanted something more and different for their children, and therefore, chose to send their children to RRVCS. One parent had such a positive experience with their first child, they have had all three children attend the school. The other parent interviewed mentioned growing up in the area, had moved away but when their child became of school age, the family moved back to Red River so their child could attend RRVCS. One of the teachers also attended school in the area before RRVCS became a charter, had taught in a large school district out of the state, and came back to NM to teach at RRVCS.

Parents stated what attracted them most to the school is the low student-to-teacher ratio. However, they have since appreciated the good relationship between teachers and students, positive community support and the genuine feeling that students are supported in all aspects of learning. In addition, students who are struggling are not singled out; they are not made to feel different. These sentiments were repeated throughout the interviews with the student and teachers. Teachers felt the school's strengths are close relationships, community involvement, shared goals, and families feel they are making decisions together. They used the term "tight-knit groups" to define the school atmosphere. One teacher expressed that, when first meeting students, she had an eye opening experience at having the ability to have rich discussions with the students because of the core curriculum. She went further to say she has never been with a group of students with a "more well-rounded bank of knowledge before".

Both governing board members and teachers felt test scores did not reflect the actual learning accomplished by their students. Teachers felt the academic data did not necessarily drive instruction, but it is used as a tool to identify individual student needs and interventions. Teachers and governing board members also mentioned concerns over the mobile classrooms and their desire to have all students in one building.

Teachers said that they felt supported and that they have been given more opportunities than they can take advantage of in the way of professional development, stating the head administrator forwards timely training opportunities. In addition, teachers, parents and governing board members feel the head administrator communicates relevant information well and timely.



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## Part A: Data Report and Current Charter Contract Terms

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### RED RIVER VALLEY CHARTER SCHOOL

**School Address:** 500 E High St, Red River, NM 87558

**Head Administrator:** Kimberly Ritterhouse

**Business Manager:** Zach Kirchgessner

**Authorized Grade Levels:** Kindergarten – Grade 8

**Mission:**

To provide every student the opportunity to develop academically, socially, and physically through quality learning experiences utilizing the Core Knowledge Curriculum.

## SECTION 1. ACADEMIC PERFORMANCE

State and federal statute mandates accountability for all public schools. In 2011, New Mexico lawmakers enacted requirements that schools demonstrate progress through a grading system similar to that applied to students, A-B-C-D-F. The statute required the governing body of a charter school rated D or F to prioritize its resources toward proven programs and methods linked to improved student achievement until the public school earns a grade of C or better for two consecutive years.

In 2011, New Mexico lawmakers also enacted requirements that each charter school authorizer develop a performance framework to set forth academic performance expectations. The statute requires each charter authorizer to collect, analyze and report all data from state assessment tests in accordance with the performance framework (§22-8B-9.1 NMSA 1978).

Each school in New Mexico has been included in one of two School Grading systems, either for elementary/middle schools or high schools. Although total possible points for either scheme add up to 100 in which points earned determine a school's letter grade, the two grading systems have different point allocations and components. *Charter schools are held to the same standards and calculations as regular public schools.* In addition, schools could earn up to five additional or *bonus* points for reducing truancy, promoting extracurricular activities, engaging families, and using technology. The School Grading Report Card also provided school leaders with information comparing their school to schools with similar student demographic characteristics.

**In 2019, New Mexico Public Education Department repealed the A-F School Grading legislation and replaced it with the New Mexico System of School Support and Accountability.**

The framework for the New Mexico's system of school support and accountability recognizes that school performance should be assessed within three overarching categories: 1) student academic performance, including graduation rates, 2) student achievement growth, 3) English language proficiency and 4) other indicators of school quality that contribute to college and career readiness.

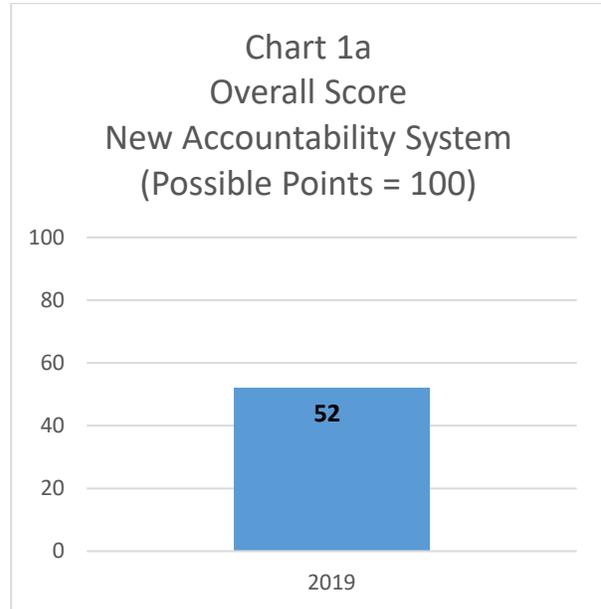
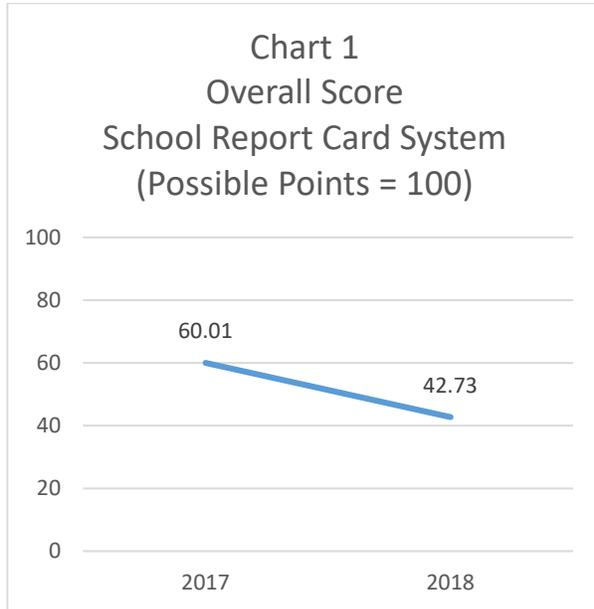
The following pages provide a snapshot of the school's academic performance, including analysis towards meeting the Department's Standards of Excellence for school years 2016-2017 and 2017-2018 (under the A-F Grading System) with data pulled directly from School Report Cards. For 2018-2019, data from the NM System of School Support and Accountability Reports is also provided.

For 2020, due to the COVID-19 health emergency school closures in Spring 2020, schools were waived from administration of state mandated assessments and were unable to complete other assessments and projects required to meet mission specific goals. Therefore, state assessment data is not available.

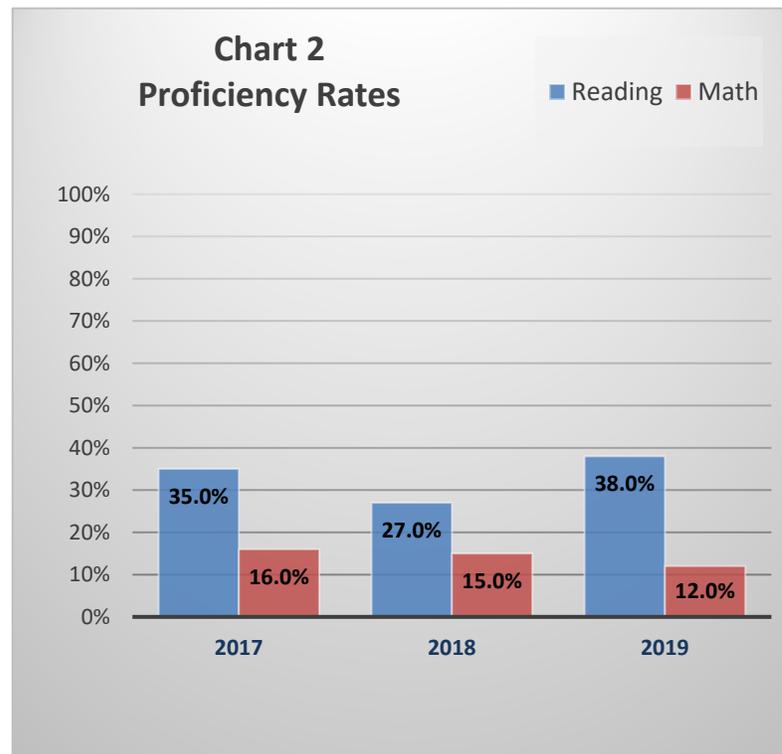
REMINDER: The Public Education Commission has requested that schools include 2019-2020 short-cycle assessments, if any, and a brief explanation of how the school intends to address learning loss in the Part B Progress Report submitted by the school as part of the renewal application.

## 1a. Department's Standards of Excellence

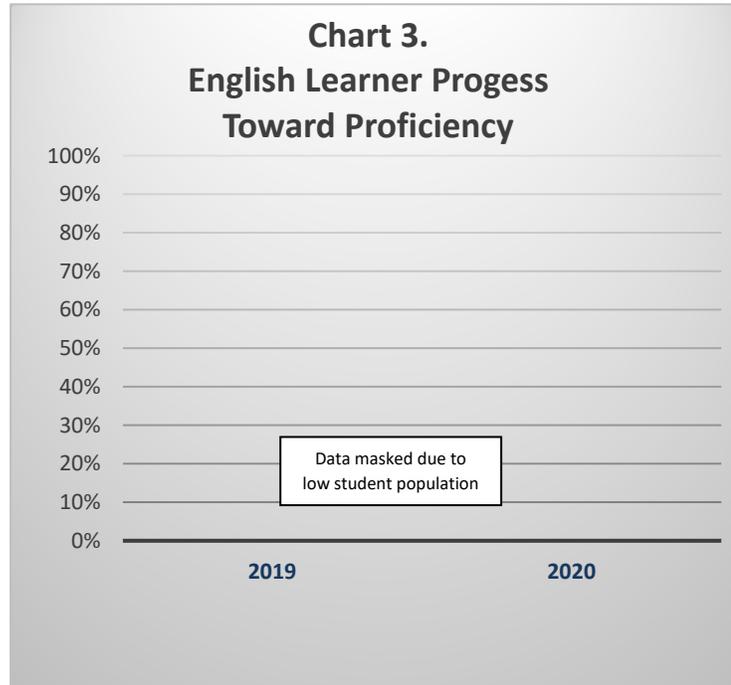
**Overall Standing:** Charts 1 and 1a illustrate the school's overall score (out of 100 possible points) in each of the years in which state assessment data is available (FY2017-FY2019).



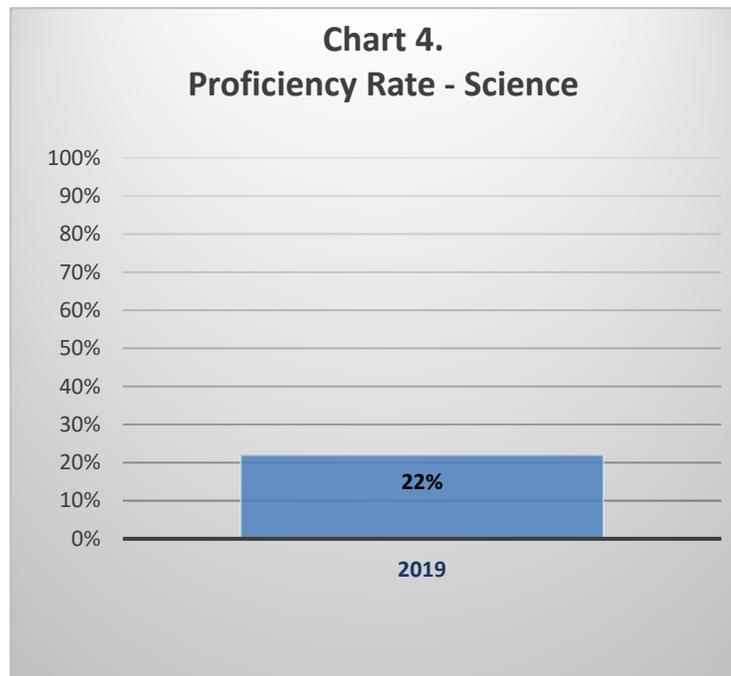
**Proficiency Rates:** Chart 2 shows the school's proficiency rates in **Reading and Math** in each of the years in which state assessment data is available (FY2017-FY2019).



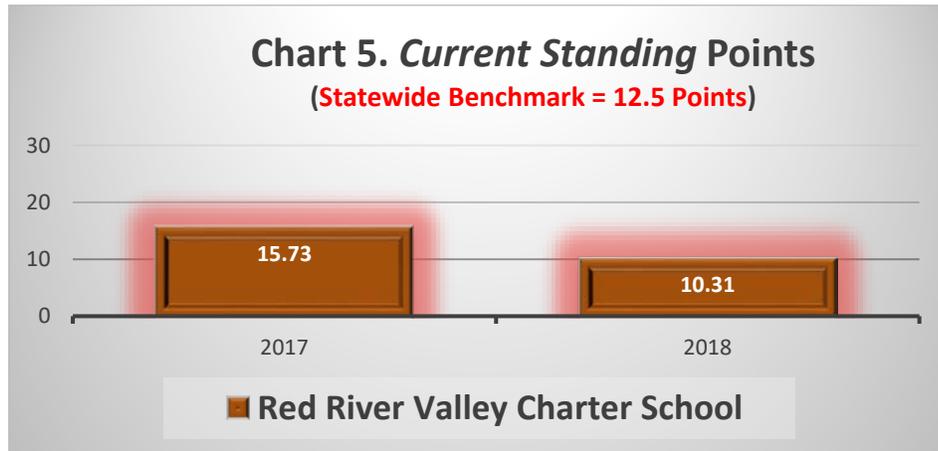
**English Learner Progress Toward English Language Proficiency:** This indicator was added in 2019 and is measured by the WIDA ACCESS assessment given annually to students identified as English Learners. It is the percentage of English Language Learners who are “on track” to achieve English Proficiency in their fifth year after being identified as an EL.



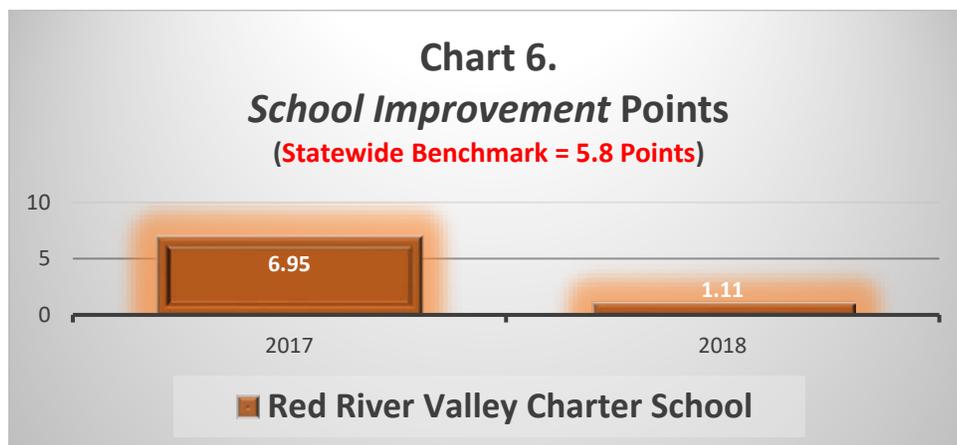
**Science Proficiency:** This indicator was added in 2019 and Chart 4 indicates the percentage of students who scored at the proficient level on state assessments in science. *Please note, the State’s overall science proficiency rate was reported as 40% for the 2018-19 academic year.*



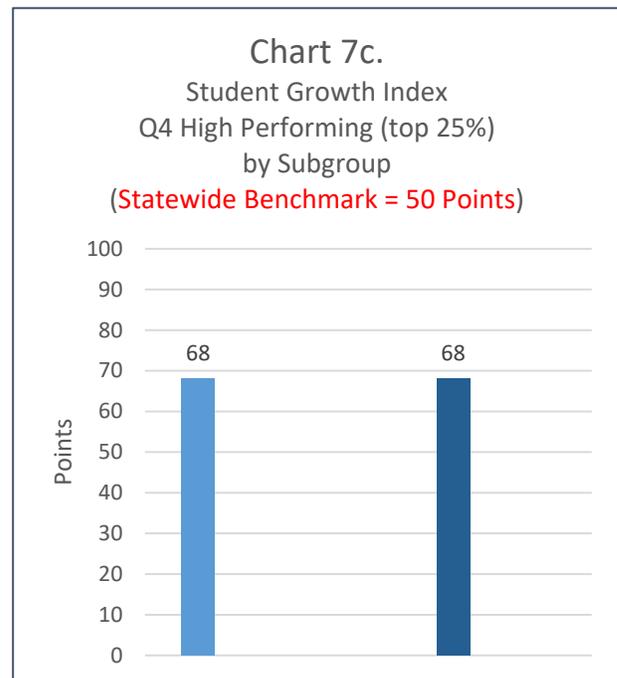
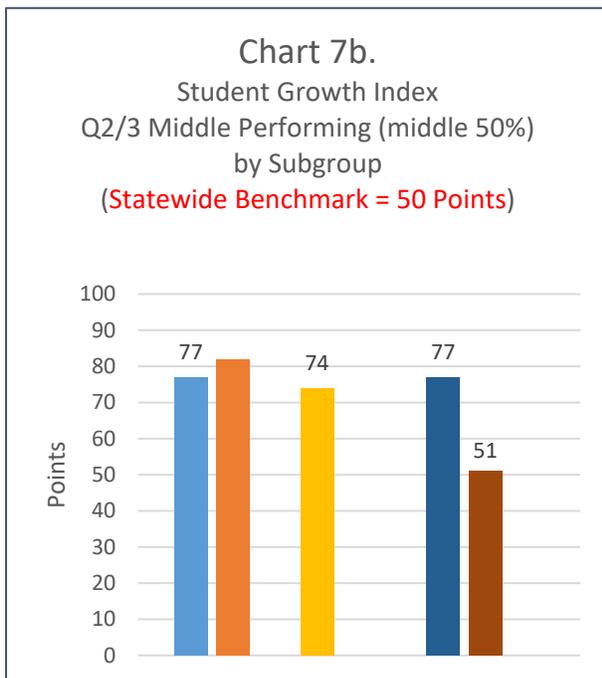
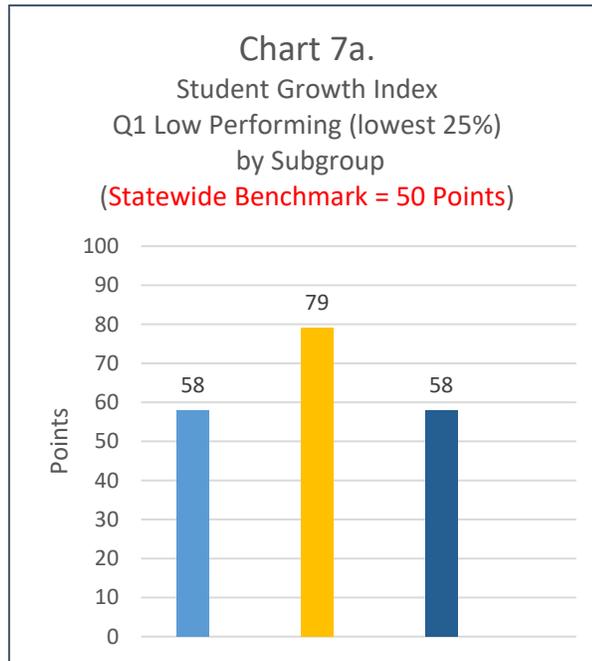
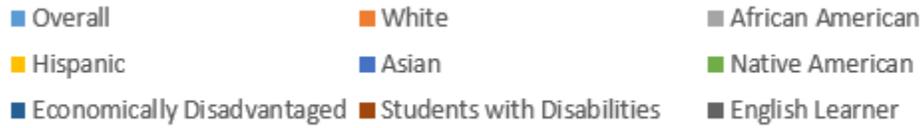
**Current Standing:** Current standing measures both grade level proficiency and student performance, in comparison to expected performance, based on statewide peer performance. The statewide benchmark (established in 2012) was 12.5 points. The school's results for two years are provided in Chart 5. As of FY19, this measure is no longer available.



**School Improvement:** The school growth/improvement performance on the School Report compares overall student performance from year to year. Growth can be positive or negative. When it is positive, school performance is better than expected when compared to others schools with the same size, mobility, and prior student performance. Chart 6 shows the school's performance for two years. As of FY19, this measure is no longer available.

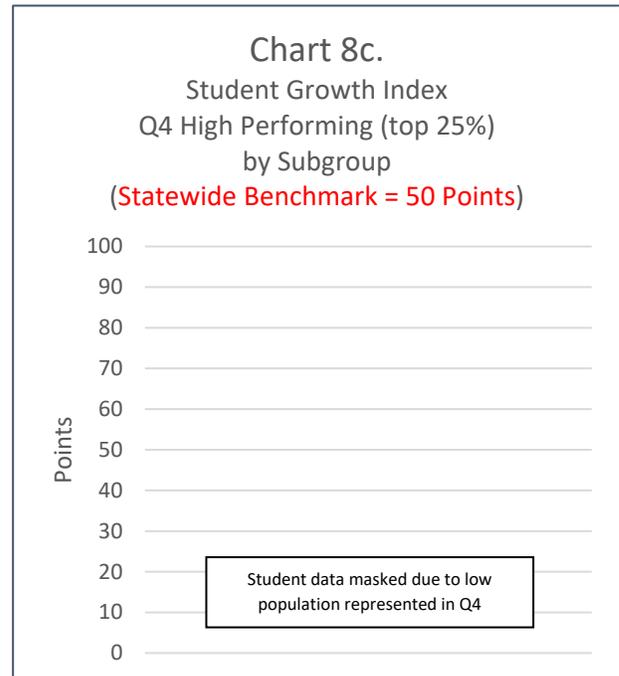
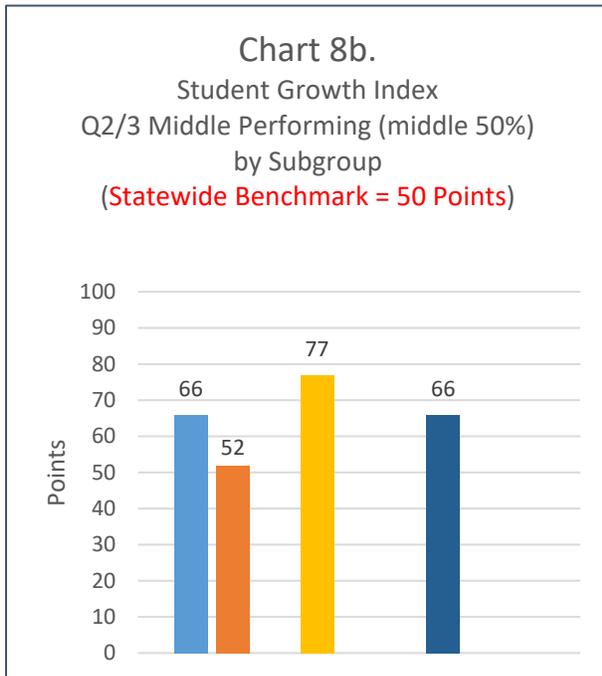
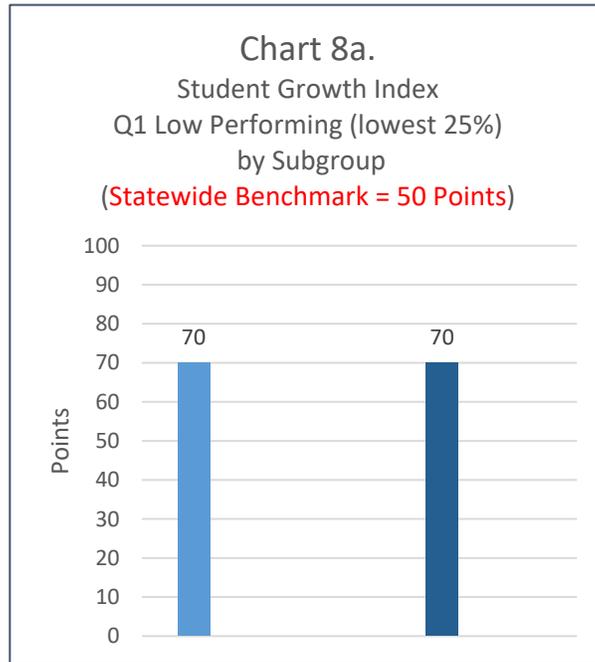


**Growth Index for Reading FY2019**

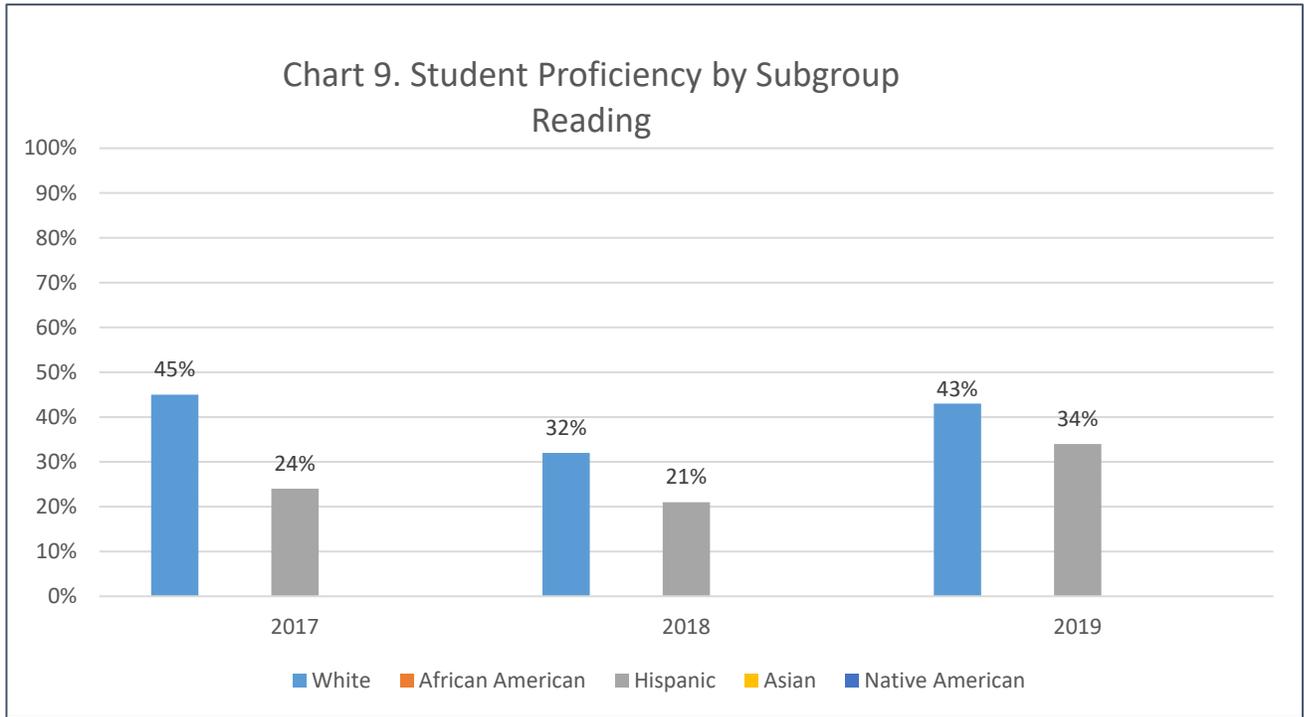


**Growth Index for Math FY2019**

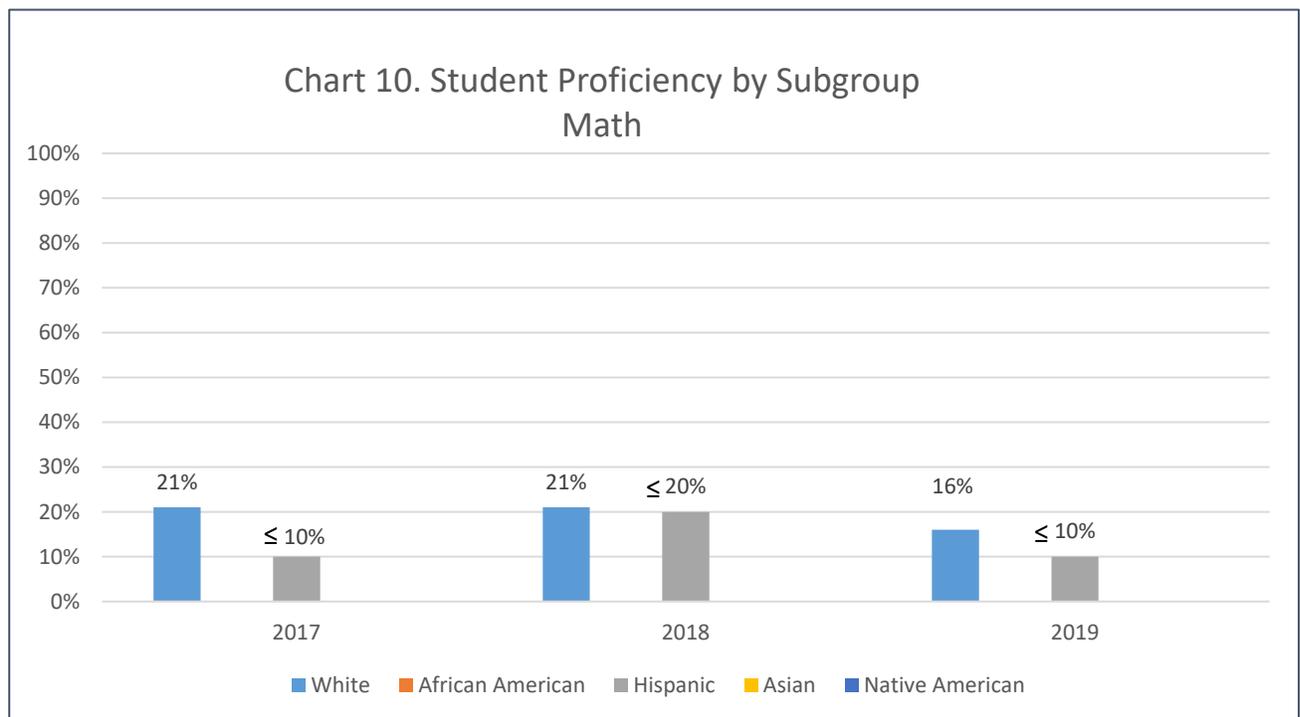
- Overall
- White
- African American
- Hispanic
- Asian
- Native American
- Economically Disadvantaged
- Students with Disabilities
- English Learner



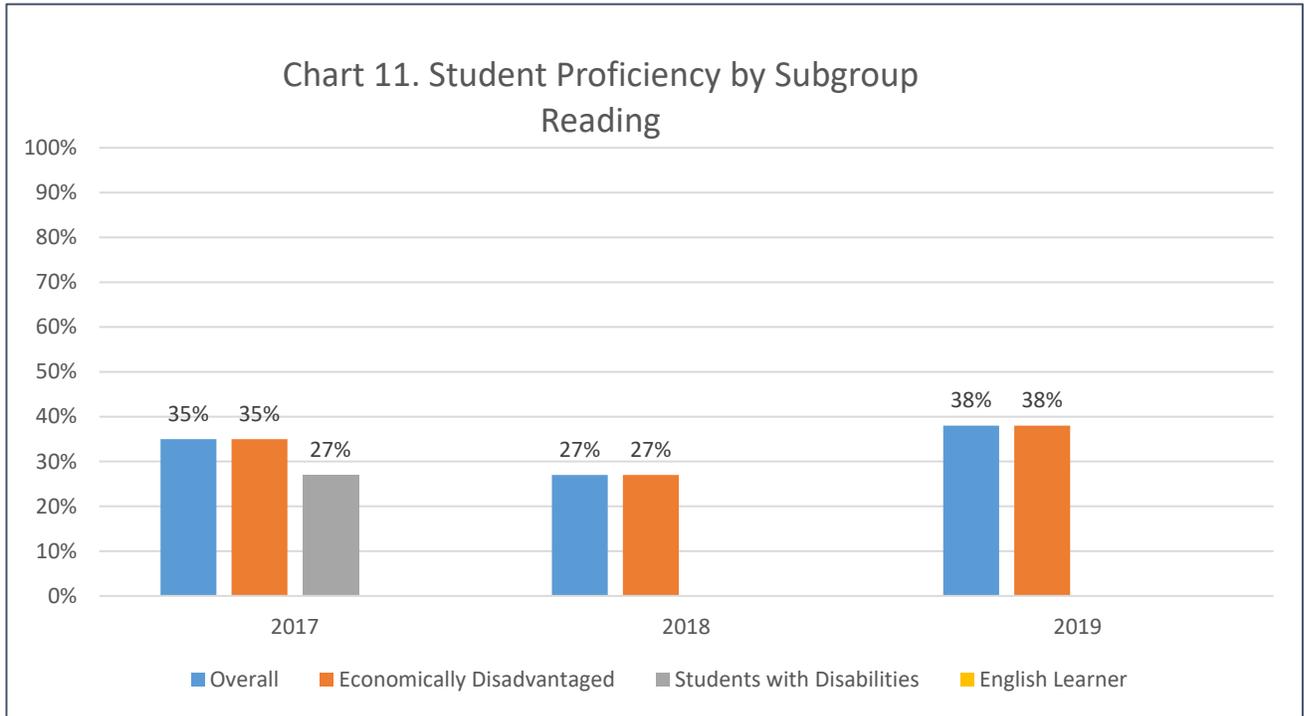
**Race/Ethnicity Subgroups - Proficiency in Reading**



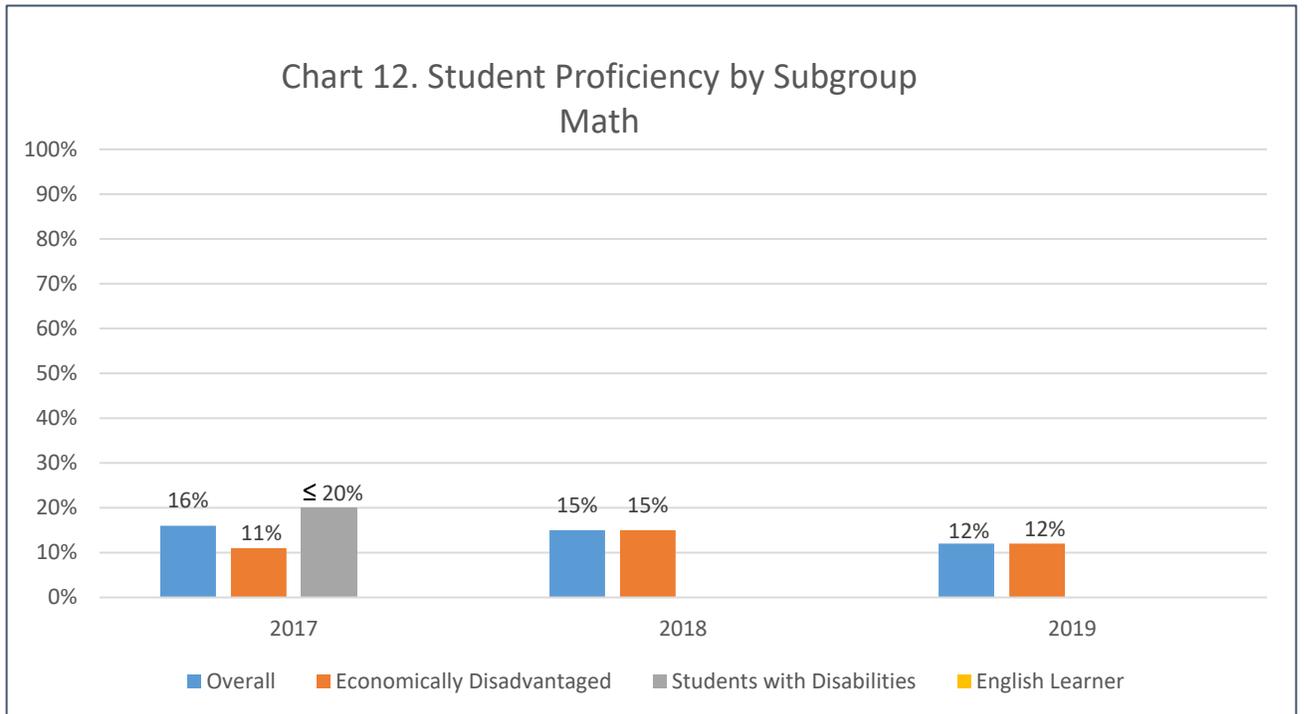
**Race/Ethnicity Subgroups - Proficiency in Math**



**Other Subgroups - Proficiency in Reading**



**Other Subgroups - Proficiency in Math**



## 1b. Specific Charter Goals

This section includes analysis of the school’s progress towards meeting its Specific Charter Goals or Mission-Specific Indicators.

### Charter Specific Goals / Mission Goals

2.a Short Cycle Assessment READING Short Cycle Assessment data (STAR) will be used to measure academic growth or proficiency in Reading of Full Academic Year (FAY) students, 3<sup>rd</sup> through 8<sup>th</sup> grades.

2.b short Cycle Assessment READING Short Cycle Assessment data (Dibels) will be used to measure adequate reading progress of FAY students grades 1-2

2.c short Cycle Assessment math Short Cycle Assessment data (STAR) will be used to measure academic growth or proficiency in Math of Full Academic Year (FAY) students, 1st through 8th grades.

Figure 2. Progress towards Charter Specific Goals.<sup>1</sup>

	Goal 1	Goal 2	Goal 3
<b>2017</b>	Exceeds	Falls Far Below	Exceeds
<b>2018</b>	Meets	Exceeds	Meets
<b>2019</b>	Exceeds	Exceeds	Exceeds

Due to the COVID-19 health emergency school closures in Spring 2020, schools were waived from administration of state assessments and were unable to complete other assessments and projects required to meet mission goals. Therefore, data is not available for 2019-2020.

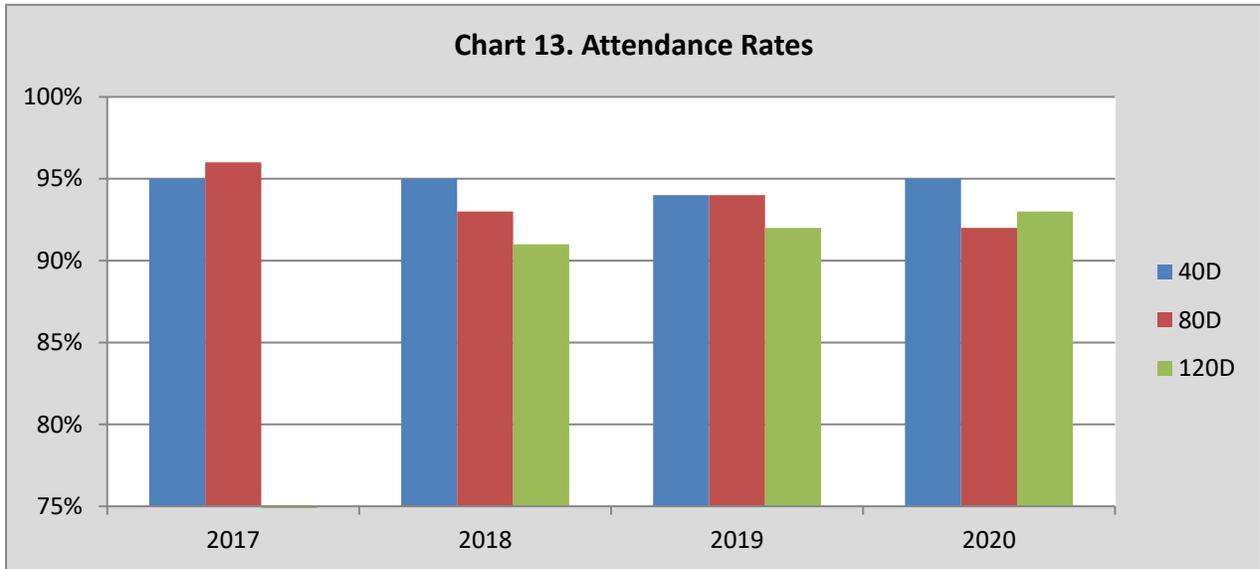
<sup>1</sup> Charter Specific Goals are referred to as “Mission-Specific Indicators” or “Performance Indicators” in the school’s contract and performance framework.

### 1c. Student Attendance and Enrollment

The following information provides a picture of the school’s attendance and truancy, current student membership (enrollment), and enrollment trends over the term of the contract.

#### **Attendance Rate (The statewide target is 95% or better.)**

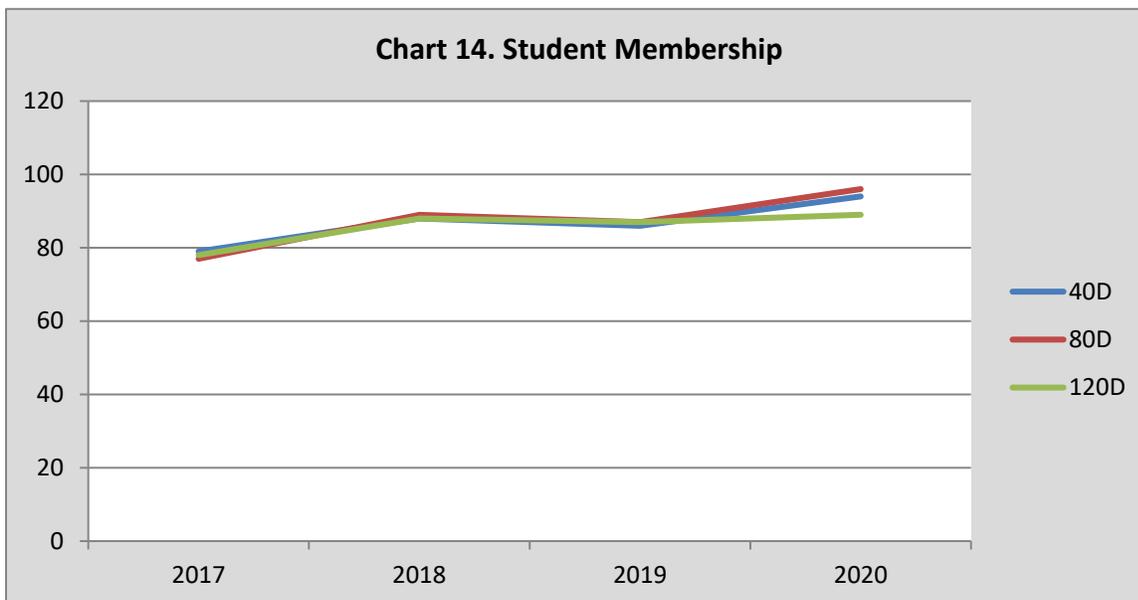
Source: STARS → District and Location Reports > Template Verification Reports > Student > Student Summary Attendance Summary



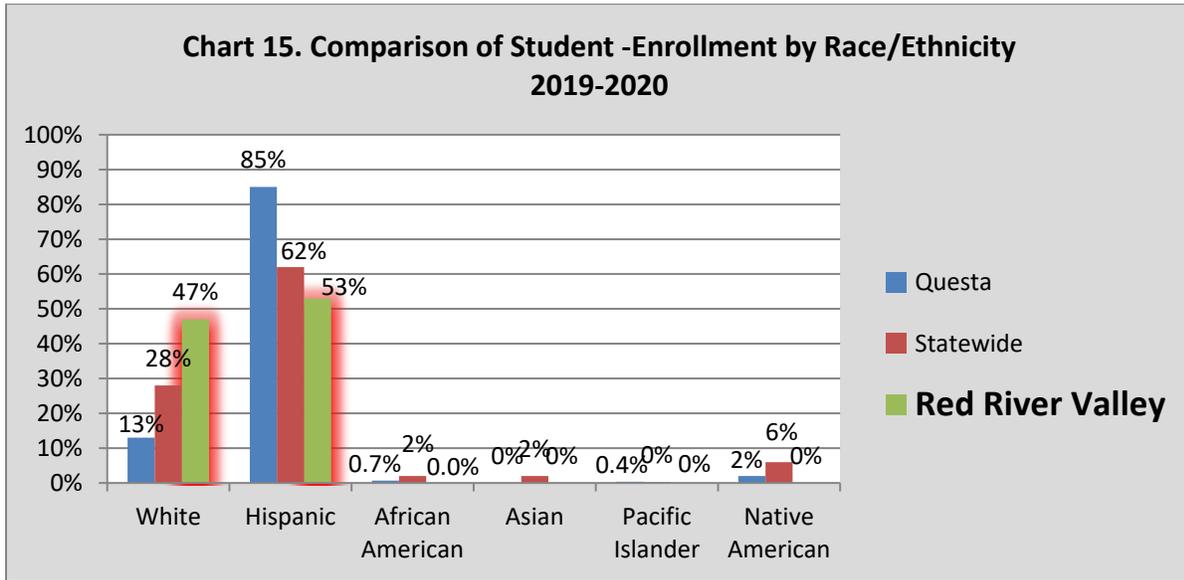
#### **Student Membership (Enrollment)**

The chart 14 below shows the school’s student membership for each of the years in operation during the contract term, at each of the reporting windows (40 day, 80 day, and 120 day).

Source: STARS → District and Location Reports → General Reports → Enrollment by district by location by grade

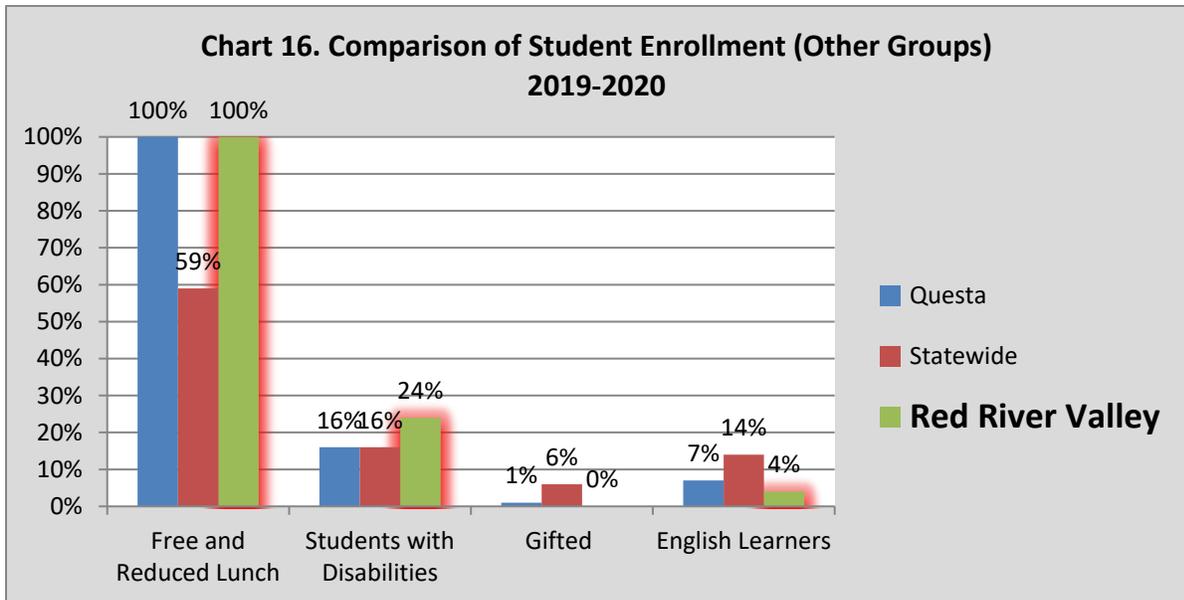


**Enrollment by Race/Ethnicity**



Source: STARS → District and Location Reports → General Reports → Enrollment Subgroup Percentages with Averages

**Enrollment by Other Subgroups**

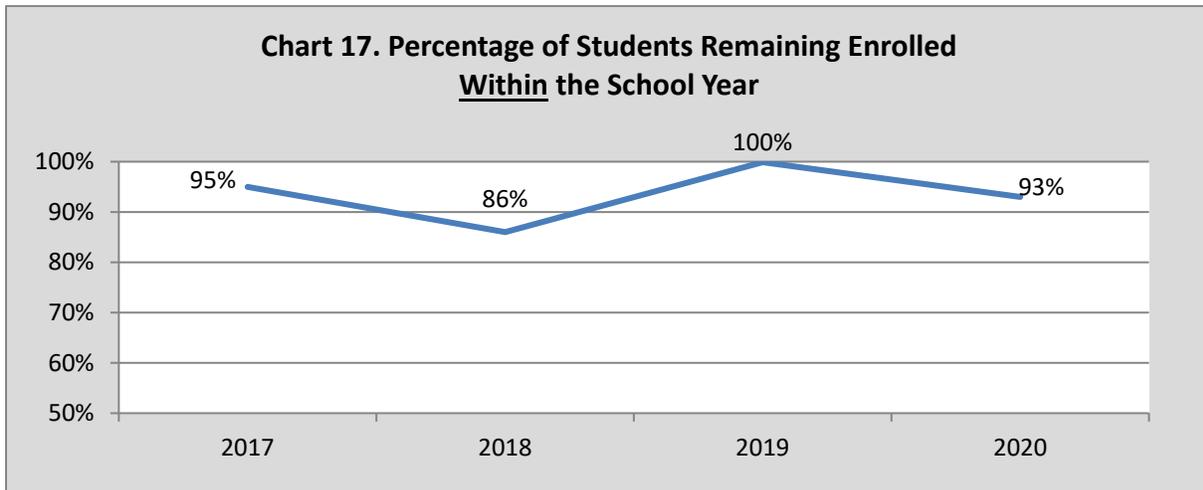


Source: STARS → District and Location Reports → General Reports → Enrollment Subgroup Percentages with Averages

### Retention and Recurring Enrollment

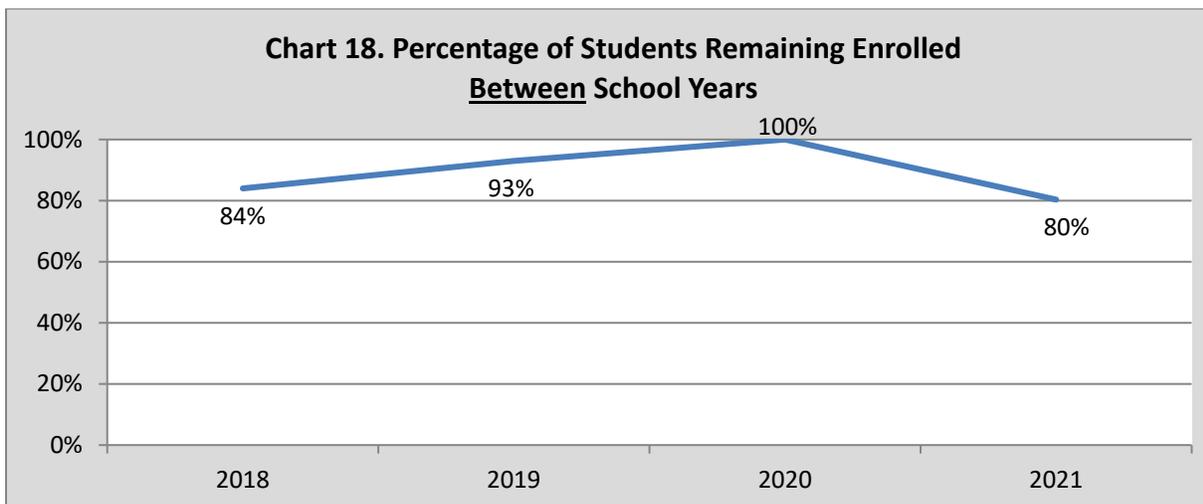
In its Performance Framework, the PEC established student retention expectations. For this school, the PEC established a target of 85% recurrent enrollment between years.

Below, in Chart 17, the PED has calculated within-year retention rates to evaluate the percentage of students who remain enrolled in the school from the time they enroll until the end of the school year. This data is calculated by identifying all students who enroll in the school at any time during the year and then evaluating if the students remain enrolled until the end of the school year. Students whose withdrawal codes indicate circumstances beyond the student's control are removed from the data set.



Source: STARS → District and Location Reports → Options for Parents → Charter School Enrollment Report

To evaluate recurrent enrollment as required by the PEC, the PED has calculated this measure by identifying the students enrolled at the end of each year who are eligible to reenroll (not graduated), and then identifying the students who reenroll on or before the 10<sup>th</sup> day of the subsequent year. Students whose withdrawal codes indicate circumstances beyond the student's control are removed from the data set in Chart 18.

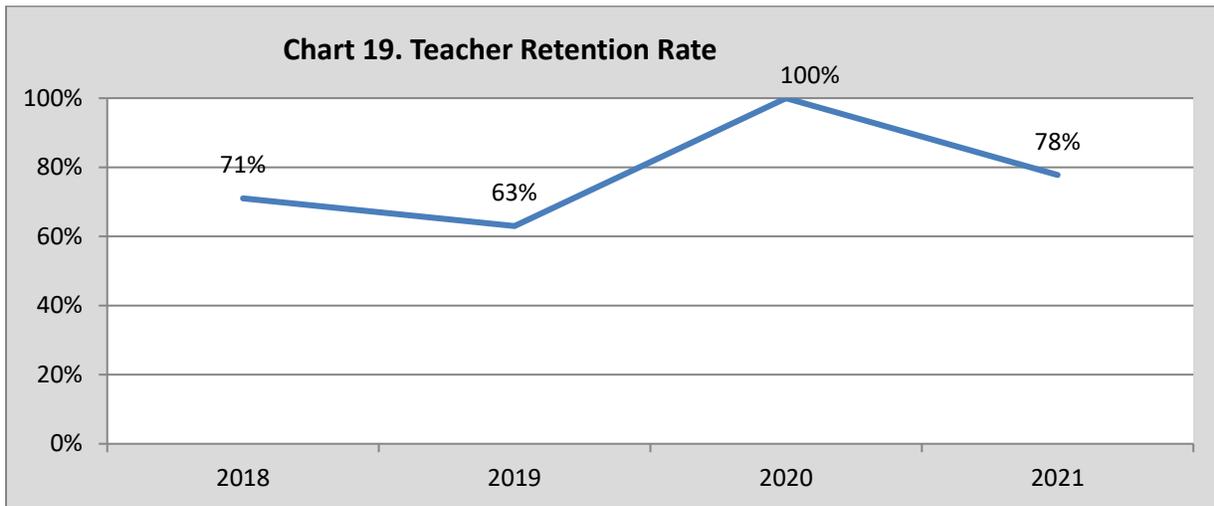


Source: STARS → District and Location Reports → Options for Parents → Charter School Enrollment Report

## 1d. Teacher Retention Rate

Chart 19 demonstrates the school's retention of teachers over time. This data is calculated by comparing the license numbers for teachers from one year to the next. For example, all teacher license numbers reported for the 2016-2017 school year were compared to teacher license numbers the following year for the same reporting period. The percentage of duplicate license numbers were compared in the second year and the retention rate was calculated based on the percentage of teachers who returned the following year.

The PEC established a goal of 80% teacher retention (lower than 20% turnover) as stated in the performance framework #4d.



Source: STARS → State Reports → Staff Reports → Turnover Rates for Assignment Category (Teachers)

## SECTION 2. FINANCIAL COMPLIANCE

### 2a. Audits

Figure 3. Fiscal compliance over term of contract.

Audit Year	# of Total Findings	# of Repeat Findings	# of Material Weaknesses and Significant Deficiencies
FY19	2	0	0
FY18	4	1	1
FY17	7	2	2

### Summary of Most Recent Fiscal Report

In FY19, the school received the following audit finding:

#### 2019-001 Financial Close and Reporting (Other Matters)

**Condition/Context:** During our review of subsequent receipts, we noted two receipts totaling \$14,947.75 that were not properly identified as accounts receivable by the school. Both receipts were earned during fiscal year 2019 and should have been listed on the school's accounts receivable listing.

**Management's Response:** The Vigil Group will institute an accounts receivable tracking system. The tracking system will be shared with the Finance Committee and Governance Council as appropriate.

#### 2019-002 Budgetary Compliance (Other Noncompliance)

**Condition/Context:** During our review of Budget Adjustment Request (BAR) #0014-M, we noted this BAR was not appropriately referenced in the April 15, 2019 Board Minutes. It appears that BAR #0018-I was listed incorrectly as it was approved in both the March 18, 2019 and April 15, 2019 Board Minutes.

**Management's Response:** Management will do a closer review of their minutes to ensure BAR numbers are correct. The Business Manager will review the board minutes for accuracy of BAR numbers.

### 2b. Board of Finance

The school's Board of Finance was never suspended during the term of its contract.

## SECTION 3. CONTRACTUAL, ORGANIZATIONAL, AND GOVERNANCE RESPONSIBILITIES

### 3a. Educational Program of the School

At the center of the RRVCS program is the Core Knowledge Curriculum Sequence developed by Dr. E.D. Hirsh, Jr., and discipline system based on the principles of "Love and Logic". "Love and Logic" fosters a sense of self-discipline and control, imparting to children the self-confidence they need, while respecting all others and treating them with kindness and respect. Core Knowledge provides children with a strong foundation of knowledge in traditional disciplines, while encouraging innovative thinking and multi-disciplinary integration. Character development is also an integral part of the RRVCS program and is focused on developing positive character traits, which assist all students to grow in relationships with others and to develop citizenship skills that are vital to becoming a contributing member of society.

#### **Student Focused Terms**

Weekly tutoring sessions are offered once a week to all students.

#### **Teacher Focused Terms**

Teachers and administrator participate in an annual PLC, conducted monthly and incorporated into teacher contracts. The PLC topic is determined by collaborative decision making and is based on needs assessment and school wide data analysis for the school year. The PLC is directly related to instructional practice and student learning, is teacher-lead, and provides on-going peer observations and feedback.

#### **Parent Focused Terms**

Parents and teachers elect the Governance Council from a list of parents of enrolled students. At least five to seven parent and community events are held each school year (Shared Learning Events).

### 3b. Organizational Performance Framework

	B	C	D	E	F
1	<b>Red River Valley</b>	2016-2017	2017-2018	2018-2019	2019-2020
2	<b>Category I. Academic Performance Framework</b>				
3	<b>I-A.00</b> NM A-F School Grading System	Meets (or Exceeds) Standard	Falls Far Below (or Does Not Meet) Standard	Meets (or Exceeds) Standard	
4	<b>I-A.01</b> Required Academic Performance Indicators	Falls Far Below (or Does Not Meet) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	
5	<b>I-A.02</b> Optional Supplemental Indicators (school specific items in charter)	Not Applicable	Not Applicable	Not Applicable	Not Applicable
6	<b>Category II. Financial Performance Framework</b>				
7	<b>II-A.00-06</b> Operating Budget/Audits/Periodic Reports/Expenditures/Reimbursements/Audit Reviews/Meals	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
8	<b>Category III. Organizational Performance Framework</b>				
9	<b>III-A.00</b> Educational Plan: <b>material terms</b> of the approved charter application	Falls Far Below (or Does Not Meet) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
10	<b>III-A.01</b> Education Plan: applicable education requirements	Falls Far Below (or Does Not Meet) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
11	<b>III-A.02</b> Education Plan: protecting the rights of all students	Working to Meet Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
12	<b>III-A.03</b> Educational Plan: protecting the rights of students with special needs (IDEA, 504, gifted)	Working to Meet Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
13	<b>III-A.04</b> Educational Plan: protecting the rights of English Language Learners (Title III)	Falls Far Below (or Does Not Meet) Standard	Working to Meet Standard	Working to Meet Standard	Meets (or Exceeds) Standard
14	<b>III-A.05</b> Educational Plan: complying with the compulsory <b>attendance</b> laws	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
15	<b>III-A.06</b> Educational Plan: meet their <b>recurrent enrollment</b> goals	Working to Meet Standard	Working to Meet Standard	Working to Meet Standard	Meets (or Exceeds) Standard
16	<b>IV-A.00</b> Business Management & Oversight: meeting <b>financial</b> reporting and compliance requirements	Falls Far Below (or Does Not Meet) Standard	Falls Far Below (or Does Not Meet) Standard	Falls Far Below (or Does Not Meet) Standard	Working to Meet Standard
17	<b>IV-A.01</b> Business Management & Oversight: following generally accepted <b>accounting</b> principles	Falls Far Below (or Does Not Meet) Standard	Working to Meet Standard	Working to Meet Standard	Meets (or Exceeds) Standard
18	<b>V-A.00</b> Governance and Reporting: complying with <b>governance</b> requirements	Working to Meet Standard	Meets (or Exceeds) Standard	Working to Meet Standard	Meets (or Exceeds) Standard
19	<b>V-A.01</b> Governance and Reporting: holding management accountable	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
20	<b>VI-A.00</b> Employees: meeting teacher and other staff <b>credentialing</b> requirements	Working to Meet Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
21	<b>VI-A.01</b> Employees: respecting employee <b>rights</b>	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
22	<b>VI-A.02</b> Employees: completing required <b>background checks</b>	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
24	<b>VII-A.00</b> School Environment: complying with <b>facilities</b> requirements	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
25	<b>VII-A.01</b> School Environment: complying with <b>health and safety</b> requirements	Working to Meet Standard	Meets (or Exceeds) Standard	Working to Meet Standard	Meets (or Exceeds) Standard
26	<b>VII-A.02</b> School Environment: handling information appropriately	Falls Far Below (or Does Not Meet) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard	Meets (or Exceeds) Standard
27	<b>Category: Organizational Performance Framework</b>				
28	<b>School Specific Terms:</b> data on any terms specified in the school's Performance Framework	Not Applicable	Not Applicable	Not Applicable	Not Applicable

### 3c. Governing Body Performance

The school currently has five (5) members serving on their Governing Body.

Figure 7 lists the information provided to the PED regarding the members who served on the school’s Governing Body in 2019-2020.

Name	Role	Service Start Date	Membership Status	FY20 Training Requirements*	Hours Completed	Hours Missing
<b>Heather Larson</b>	Treasurer	5/1/2016	Active	8	10	0
<b>Courtney Henderson</b>	President	5/1/2015	Active	8	10	0
<b>JoeBen Mandonado</b>	VP	8/1/2014	Active	8	8	0
<b>Reen Weimer</b>		8/7/2019	Active	10	10	0
<b>Liz Tate</b>	Secretary	10/1/2019	Active	10	13	0

*There have been no board membership changes in 2020-2021.*

\*Training requirements reduced by any approved exemptions.



## RED RIVER VALLEY CHARTER SCHOOL

### **Part B—Progress Report**

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

## 1. Innovative and Distinctive Education Program

Some of the purposes of the Charter Schools Act are to encourage different and innovating teaching and educational programs that improve student achievement, and encourage parental and community involvement. 1978 NMSA §22-8B-3.

### a. School or Mission Specific Unique, Innovative, and Significant Contributions

The school shall provide a narrative on how the school has fulfilled its mission and how the equity council has influenced any decisions for the 2020-2021 SY. These contributions may include:

1. Teaching methods
2. Measures of student achievement
3. Professional development for teachers
4. Learning programs
5. Encouraging parental or community involvement
6. School's Equity Plan
7. Monitoring students' social emotional and behavioral development

#### ***School response:***

##### **RED RIVER VALLEY CHARTER SCHOOL**

Red River Valley Charter School (RRVCS) is a community school located in the mountainous resort of Red River. The town's population is under 500. Tourism is the principal economic livelihood. Most average families living in Red River face an economic challenge due to limited affordable housing and seasonal jobs, most of which are minimum wage. Consequently, RRVCS experiences mobility as a school of choice and as a school located in a seasonal resort community. The mobility of families and their children does affect the overall numbers of the school from time to time, however many families find ways to keep their children enrolled at RRVCS. The smaller class size, individualized instruction, innovative educators, Core Knowledge Curriculum, and attention to student and family needs creates a network of support. Families who leave due to financial hardship and/or lack of housing typically find their way back to our school.

#### Early Conversion Charter School

Twenty years ago, the only public school in the Town of Red River was slated for closure by the Questa Independent School District. In response, a grass-roots effort on the part of a group of local business women, who were also mothers, led to the development of a charter school application to ensure that a local school would continue to be available for the children of Red River. By approving the application, the District authorized the conversion of its elementary school to charter status. RRVCS opened in 2001. In 2011, the School was approved for state-authorization by the Public Education Commission and is currently applying for its fifth renewal term.

Today, not only children of Red River attend their local public charter school, but also children from Questa, Costilla, Eagle Nest, Angel Fire and Taos. As a school of choice, some families are willing to drive up to 74 miles round trip to have their children attend RRVCS. The vision of the founding mothers to provide a school for the children of Red River quickly expanded as families and children from Questa and surrounding areas enrolled in RRVCS, proving that choice even in small communities is valued. Today the student population is made up of students from around the Enchanted Circle - Angel Fire & Eagle Nest (.03%), Red River (29%), Questa & Costilla (68%), and Taos (.03%).



### Mission-Specific Programs

The RRVCS Mission: To provide every student the opportunity to develop academically, socially, and physically through quality learning experiences, utilizing the Core Knowledge Curriculum.

### ***The Core Knowledge Curriculum***

At the center of the RRVCS educational program is the Core Knowledge Curriculum developed by Dr. E. D. Hirsh, Jr.<sup>1</sup> Core Knowledge provides children with a strong foundation of knowledge in traditional disciplines, while encouraging innovative thinking and multi-disciplinary integration. The curriculum is fully aligned with the Common Core State Standards. Following are examples of students fully engaged in the Core Knowledge Curriculum.

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<sup>1</sup> <https://www.coreknowledge.org/>



Bridges Before Testing



Light Energy



Invention Convention



Learning About Scale



Reviewing a Goat's Heart Before Dissection



Meet the Scientist

Children in grades Kindergarten through eighth have been engaged in the Core Knowledge Curriculum since the School opened in 2001. The Core Knowledge Curriculum builds continuously, kindergarten through eighth grade, to reinforce fundamental skills and extend learning in innovative and interesting ways. What we teach in reading, builds on what we teach in history, which builds on what we teach in science, and so forth. This knowledge-based approach to schooling creates a strong foundation of teaching and learning which places the emphasis on building knowledge and enabling a core of broadly shared knowledge across grade levels and content areas and builds a mutual understanding in the wider society. "Such knowledge is possessed by successful adults and taken for granted by literate writers and speakers. It's the broad and diverse knowledge that makes responsible citizenship possible."<sup>2</sup>

RRVCS is in the process of applying for recognition as a **School of Distinction** by the Core Knowledge Foundation. A School of Distinction is a school that offers a superior Core Knowledge educational experience for students. Only nine schools across the United States have received this recognition.

### ***Social Development – "Love and Logic" and Character Development***

Social development is also an integral part of the RRVCS mission and program. At the core is a discipline system based on the principles of "Love and Logic"<sup>3</sup> and a focus on Character Development. "Love and Logic" fosters a sense of self-discipline and control, imparting to children the self-confidence they need, while respecting all others and treating them with kindness. We are looking forward to the possibility of offering "Love and Logic" training for our parents. Character Development is focused on developing pillars of character traits such as trustworthiness, respect, responsibility, fairness, caring, and citizenship, which assist all students to grow in relationships with others and to develop skills that are vital to becoming a contributing member of society.<sup>4</sup> Much like the Core Knowledge Curriculum, character education goes beyond surface learning and enhances student experiences within their community.

RRVCS has also developed a partnership with two community organizations, Taos Behavioral Health and Vida del Norte, to provide trauma-based support and other social development services to students in need. The Taos Behavioral Health organization will be working in the classroom to provide additional academic support and counseling. Vida del Norte offers classes to students in the 4<sup>th</sup> grade and up to address topics such as how to handle peer pressure, self-worth, acceptance of differences and the ill effects of choosing to try drugs.

### ***Physical Development***

In addition to regular physical education activities, the mountainous setting of Red River provides a

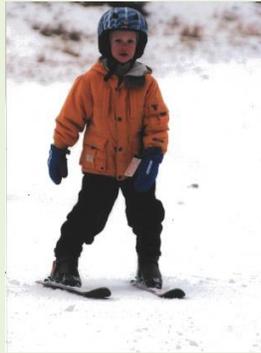
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<sup>2</sup> *ibid.*

<sup>3</sup> <https://www.loveandlogic.com/> is in the process of restructuring the website as of 9/18/20,

<sup>4</sup> Character Development at RRVCS is based on the Character Counts Program: <https://charactercounts.org/program-overview/six-pillars/>

unique opportunity for winter sports. Three alpine ski days are set aside in January for the whole school to go to the Red River Ski Area. Children from Pre-school age to 8<sup>th</sup> grade are provided rental equipment, ski/snowboarding lessons and a daily pass to practice the skills learned during the lessons at a significantly reduced price. Community members and fundraising efforts help to offset the cost of these ski days and families in need of additional support are provided additional discounts to ensure that all students are able to participate. Teachers ski and snowboard with the children.



### Summary

Since opening in 2001, RRVCS has continuously served families from Red River and around the Enchanted Circle by fulfilling its mission of providing every student the opportunity to develop academically, socially, and physically through quality learning experiences, utilizing the Core Knowledge Curriculum.

## **b. Equity and Identity within the Culture of the School including Student Support**

This item of the renewal application allows schools the opportunity to include additional information that is not already collected, but that should be considered when making a determination about the renewal of its charter. The school will create a representation that highlights how their school environment is inclusive, reflective of the community, validates students' cultures and identities, and supports all students' sense of belonging.

Note: If your school wishes to display visual art or performance art (such as sculpture, painting, recorded performance or live performance by students), your school will be given no more than 15 minutes at its renewal hearing to present the representation. If a school wishes to submit a narrative, it shall be submitted along with the renewal application.

### ***School response:***

Red River Valley Charter School (RRVCS) strives for a true partnership between parents and school professionals in an effort to serve its students and engender a strong school culture and sense of community. The school is important to and well-supported by the community with students and parents participating in many community-service activities.

Based on U.S. Census data, the population of Red River by race/ethnicity is 90% Caucasian (White alone) and 10% Hispanic or Latino (of any race).<sup>5</sup> The School's total enrollment of 81 students by race/ethnicity is 49% Caucasian and 51% Hispanic.<sup>6</sup> We advertise our lottery openings in Red River and the surrounding communities. Today our student population is made up of students from Angel Fire & Eagle Nest (.03%), Red River (29%), Questa & Costilla (68%), and Taos (.03%).

The following illustration was created through conversations with families and the RRVCS Equity Council to show the aspects of our school culture beyond academics that enhance student learning and social emotional development to build problem solvers now and for the future.

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<sup>5</sup><https://data.census.gov/cedsci/table?q=Red%20River%20town,%20New%20Mexico%20Race%20and%20Ethnicity&tid=ACSDP5Y2018.DP05&hidePreview=false>

<sup>6</sup> Source: 2019-2020 NM Vistas Summary Report: <https://newmexicoschools.com/schools/539001>



*Academic and Personal Excellence* emerges from the rigorous Core Knowledge Curriculum and subsequent problem solving and creativity as students strive to make discoveries and connections between historical events and personal perspectives.

*Servant Leadership* is developed and experienced by students through student peer group “Master Helpers” participation, a system of leadership and experiencing giving of self and expertise to others. *Servant Leadership* is also developed and experienced in community service activities. Our school reaches out to the community and the community reaches out to and supports our students. Community service also provides numerous opportunities to contribute to students’ *self-reflective and active citizenship* experiences as well as expanding the context for *character development*. Following is a brief description of some of the community service projects in which our students have participated during the current contract term.<sup>7</sup> Also described is the focus of learning involved with each project.

*The Town Christmas Dinner:* Students volunteer to help with the event and provide entertainment through music and drama. All students participate in performing one to three songs and the 7<sup>th</sup>-8<sup>th</sup> grade class puts on a play.

<sup>7</sup> Most projects were held annually; however, events are currently “COVID permitting”.



*Annual Music Festival:* Teachers and older students volunteer in support of the music festival and the festival organizers give some of the proceeds back to the school.

*Town Clean-up Project:* History of the town of Red River as a part of New Mexico history and Earth Day projects aligned to the Common Core Curriculum.



*Project for Servicemen and Women:* Students wrote to and sent gifts to men and women in the armed services; a study of world geography (where servicemen and women are located); a study of current events in those areas of the world and what students can do about the world situation.

*CPR and Defibrillator Project:* Study of the human body; healthy living; learning about the fire department; helping to provide the community center with defibrillators.

*Toys for Local Kids Project:* Collected toys; study of children's needs in the community.

*Cancer Patient Project:* Wrote letters for cancer patients (language arts); study of and caring for the human body.

*Recycling Project:* Initiated an entire town project of recycling, water conservation, pollution prevention; study of recycling and the need for recycling. This year students will create wearable items from some of the recyclable items located and put on a fashion show for the school and the community (COVID permitting).

*Taos Living Center Project:* Made Valentine or Christmas cards; visited seniors; study of aging; emphasis on character development (kindness and compassion).

*Food Drive:* Study of local needs; support for the local food bank; study of nutrition and healthy food; determining what is best to donate.

*Eagle Nest Seniors Group:* Assisted with serving lunch and had lunch with seniors; listened to oral history from seniors about the local area.

*Mountain High Camp:* Served lunch to locally sponsored Head Injury Camp held in September; visited with people; emphasis on character development (kindness and compassion); learned about the human body.

*Opportunities for development of Adaptability and Rigor:*

Students in grades PreK through eighth grade engage in “productive struggle” academically, socially, and physically through opportunities presented in Core Knowledge Curriculum, Love & Logic, Character Counts, and other learning and developmentally appropriate activities throughout the school year. Students are presented with challenges that are on par with academic, social, and physical development. Teachers and staff model adversity, problem solving, accountability, and success through failure. Students are individuals in need of different supports at different times; teachers and staff work with students to build their self-confidence, to find their voice and speak it with respect and compassion, to stand up for themselves and for those in their community, and to accept that challenges are inevitable but not insurmountable.

## 2. Academic Performance

The Charter School Act provides as follows:

A charter may be suspended, revoked, or not renewed by the chartering authority if the chartering authority determines that the charter school... failed to meet or make substantial progress toward achievement of student performance standards identified in the charter contract.

### a. School Support and Accountability

**Any school that has not maintained a “C” or better letter grade in SY2017 and SY2018 OR is not identified in the top 75% of all schools in SY2019 and SY2020 on the NM System of School Support and Accountability, must provide a narrative that describes the improvement actions targeted to improve the student outcomes (school/adult/leader/teacher actions) and the success of those actions (student academic successes/improved outcomes).**

Implementation of the described improvement actions should be verifiable through documented evidence at the site including renewal site visit. **Please identify specific evidence of both the school/adult/leader/teacher actions and the student academic successes/improved outcomes in the narrative.**

The narrative should reference performance data that can be reviewed and verified either during the renewal site visit or during the “desk audit” review of the application. If providing data, please attach in Appendix E and reference the appendix by name in this narrative. (Appendix E – Academic Data)

**Schools that have maintained a “C” or better letter grade in SY2017 and SY2018 and were identified in the top 75% of all schools in SY2019 and SY2020 in the NM System of School Support and Accountability AND have not received a “D” or “F” in any indicator of the state report card during SY2017 and SY2018 do NOT complete this Section.**

#### ***School response:***

Red River Valley Charter School (RRVCS), is in its third year of focused implementation of a school-wide collaboration model, expanding academic programs that work for our children, and closing down those that have not been successful. We have moved deeper into data-informed instruction, moved from Renaissance STAR to Istation and iReady short cycle assessments for grades K-8 and moved from a quarterly assessment check to monthly progress monitoring in reading and math. In 2018-2019, a full-time reading interventionist was staffed and continues to provide support for our at-risk and special education population.

Additionally, RRVCS was accepted into the two-year commitment to participate in the Structured Literacy

Program which will incorporate coaching and professional development into the Reading/ELA program.

Positive results from our efforts are beginning to show on the 2019-2020 NM Vistas Summary Report<sup>8</sup> as we exceeded the state average score for elementary and middle schools and earned a designation of excellence in reading growth and math growth. As positions for teachers and educational assistants open, we will continue to hire those who hold special qualities that will support specific student needs and focus on increased supports.

**RESULTS FROM SCHOOL REPORT CARD SYSTEM AND NEW ACCOUNTABILITY SYSTEM**

	School Report Card System A-F		New Accountability System	
<b>School Year</b>	2017	2018	2019	2020
<b>Grade/Points</b>	B	D	52 out of 100	No State Accountability Testing due to Covid-19
<b>Rating Earned</b>	Meets Standard	Does Not Meet Standard	Meets Standard	

RRVCS received a Final School Grade of B in 2017, a Final School Grade of D in 2018, and an Overall Performance Score of 52 out of 100 on the NM Vistas Summary Report. The drop from a final school grade of B in 2017 to a D in 2018 was unexpected.

**RRVCS Response to 2018 School Report Card Grade of D**

The following narrative addresses the improvement actions taken and successes in response to the 2018 School Report Card grade of D.

Specific Actions Targeted to Improve Student Academic Outcomes

1. Development of the RRVCS 2019 Annual Plan for improvement

In response to the grade of D in 2018, RRVCS developed and implemented a comprehensive 2019 Annual Plan for improvement based on the New Mexico Data, Accountability, Sustainability, and High Achievement (NM DASH) format.<sup>9</sup> Under new leadership, a Core Planning Team composed of the Head Administrator, K-4<sup>th</sup> grade Teacher Leader, 5<sup>th</sup>-8<sup>th</sup> grade Teacher Leader, Special Education Director, Literacy Coach, Kindergarten Teacher, Governance Council Member, and Parent conducted a root cause analysis of student performance on the PARCC, Star Reading and Math, and the iStation assessments. The resulting plan focused on two areas for improvement of student performance outcomes: Data-Driven Instruction and school-wide Collaboration.

<sup>8</sup> The 2019-2020 NM Vistas Summary Report uses data from school year 2018-19.

<sup>9</sup> RRVCS was not required to complete a NM DASH plan but chose to use the format to develop a comprehensive Annual Plan for change and improvement to increase achievement for all students.

- *Data-Driven Instruction*

Formative and summative data were examined and used by teachers, the reading interventionist, the special education director, and the school administrator to guide lessons. A school-wide data wall was constructed and updated at each short cycle assessment period (quarterly) in the school administrator's office for ease of referral. Teachers discussed key areas of need and determined plans for continued support of student improvement. The Annual Plan included a detailed "critical actions" timeline with monthly meetings to review data, lesson planning, and all aspects of the NMTEACH Domain 1.

- *Collaboration*

Data-Driven Instruction was supported through collaboration among teachers, the reading interventionist, the special education director, educational assistants, and the school administrator. Monthly data collaboration meetings were convened with the Professional Learning Community (PLC) focus on data-informed instruction and time dedicated to lesson planning. Collaboration among teachers and educational assistants to support lesson planning and to reach struggling students through alternative means of lessons also took place. Professional development focused on effective collaboration.

Data collaboration sessions between grade bands provided teachers with the opportunity to examine data, discuss strategies, make connections, determine immediate needs and set objectives.

2. The RRVCS 2020 Annual Plan added the following:

- Data from 2019 was carefully reviewed and benchmark goal targets were maintained or modified as appropriate to track progress in meeting 2020/2021 State Assessment goals (postponed due to pandemic and school closures)
- "Additional Supports for Student Success" was added as a third Focus Area. Educational Assistants were provided at designated times throughout the school day ensuring structure and consistency to support teacher planning and student learning in the areas of reading and math. Instructional strategies include interventions, supports, push-in, pull out, small group and rotations.
- Implementation of the collaboration model and continuing focus on data-driven instruction intensified to better reach struggling students through alternative means in lesson plans.
- This year's data and collaboration created the discussion of assessment at shorter intervals in an effort to take a closer look at student slides/stagnation/gains and provide supports and intervention for both advanced students and those requiring additional supports either through reteach, practice, small group, one to one opportunities.

3. RRVCS applied for and has been accepted into the Structured Literacy Program sponsored by the New Mexico Public Education Department. This Program will assist schools to incorporate Structured Literacy coaching into their Reading/ELA program and will provide professional development in Structured Literacy. Ten days will be added to the school calendar and teachers will participate in 80 hours of professional development.

4. Change of Short-Cycle/Interim Assessments for Reading and Math for data collection and to better support grade-level and above proficiency levels

Beginning in school year 2020-21, RRVCS will use iStation Reading<sup>10</sup> and iReady Math<sup>11</sup> assessments for monthly data collection and intervention in grades K-8. After reviewing the rate of growth and advancement in the areas of math and reading from the previous two years (2018-2019 & 2019-2020), it was noted that quarterly testing allowed some students to “slip through the cracks”. Collaboration provided the teachers and staff the opportunity to discuss what was happening in the classroom during lessons, discussion, and participation versus what was showing on quarterly tests. The data was interesting in that some students inherently perform better on tests than others. Students who were performing well in class were not necessarily performing well on the tests and vice-versa. The staff and administration through collaboration decided that moving to iStation and iReady, assessing monthly, and utilizing the resources in the iStation suite and iReady Classroom Mathematics will provide students additional opportunities for growth. Historically, the students of RRVCS have made a year or more growth but the approach to grade level mastery has been a bit slow. The goal is to provide teachers additional tools to reach the students and to provide the students the additional supports to make gains at a quicker rate.

The 5th through 8th grades will also supplement iReady and the current math curriculum with MidSchoolMath<sup>12</sup>, a research-based blended print and digital Core Curriculum as a supplemental program. Standards are represented in video and computer simulations with technology that includes an adaptive test trainer, progress monitoring, and instant clicker-based feedback.

5. RRVCS purchased the Core Knowledge Language Arts Program for students in grades K-2. This Program has two research-based components to support early learners in skills and knowledge elements. The knowledge-based elements directly connect to our Core Knowledge Curriculum. We are looking forward to adding Core Knowledge Language Arts for grades 3-5 in January 2021 or by school year 2022.
6. RRVCS applied for the Extended Learning Time Program (ELTP), a strategy intended to increase the amount of time students are learning, especially for the purposes of improving academic achievement and test scores as well as reducing learning loss, learning gaps, and achievement gaps. We have not yet been notified of acceptance.

#### **Evidence of Actions Taken:**

- RRVCS 2019 and 2020 Annual Plans
- Invoice/contracts for implementation of K-8 iStation and iReady
- MidSchoolMath Grades 5-8 Provided free of charge for the 20-21 school year.
- Invoice/Contract for Core Knowledge K-2 Language Arts Program
- Plans/records/observation of weekly tutoring program
- Application for Extended Learning Time Program
- Structured Literacy Program email communication between Gwen Warniment (PED), Holly Velazquez-Duffy and Kimberly Ritterhouse.
- RRVCS website Updates - <https://www.redrivervalleycs.org/updates>

#### **Successes of Actions Taken:**

- In SY2019, New Mexico transitioned to the current NM System of School Support and

<sup>10</sup> <https://www.istation.com/>

<sup>11</sup> <https://www.curriculumassociates.com/>

<sup>12</sup> <https://www.midschoolmath.com/>

Accountability. Based on the NM Vistas Summary Report, RRVCS earned an Overall Performance Score of 52 out of 100 which exceeds the average score of 48 for Elementary and Middle Schools.

- RRVCS earned a **MEETS STANDARD** rating on the NM Vistas Summary Report.
- RRVCS received a **designation of excellence** in reading growth and math growth on the 2019-20 Summary Report. RRVCS' percentile scores were **72 in reading** and **70 in math**. The NM Vistas Academic Growth scores estimate how much academic progress students have made as compared to other students in New Mexico who are academically similar to them."<sup>13</sup>

#### **Evidence of Successes:**

- Red River Valley Charter School NM Vistas Summary Report
- PED notations in 2018-19 Monitoring Instrument Item Report located in the Web-EPSS.

#### **2019-20 SHORT-CYCLE ASSESSMENT DATA PRIOR TO COVID-19 PANDEMIC CLOSURES**

As requested by the Public Education Commission, RRVCS has included the partial data available for School Year 2019-20 prior to the COVID-19 shutdown. The reading and math short-cycle assessment data available from the Beginning of Year (BOY) through the Middle of Year (MOY) is included in the next section of the application, 2.b. School or Mission Specific Charter Goals. It demonstrates the percentage of Full-Academic Year (FAY) students identified as on track or meeting the School-Specific Reading and Math Goals. Overall, 73% of FAY students in grades 3-8 were on track or made a year or more academic growth on the STAR Reading Assessment, 100% of FAY students in grades 1-2 were on track or made a year or more academic growth on the Istation Reading Assessment, and 79% of FAY students in grades 1-8 were on track or made a year or more academic growth on the STAR Math Assessment. For additional detail, please see the next section of the application, 2.b. School or Mission Specific Charter Goals.

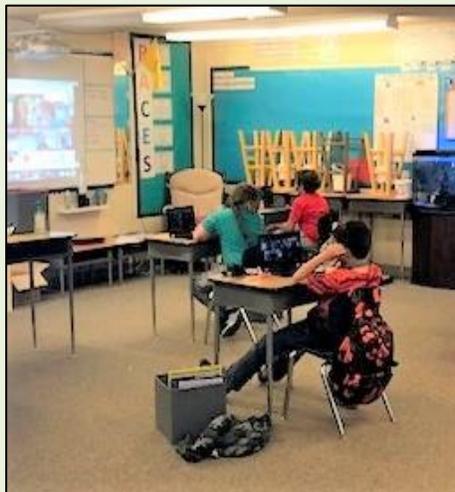
#### **PREVENTING LEARNING LOSS DUE TO THE COVID-19 PANDEMIC**

Although the traditional "brick & mortar" school changed due the COVID-19 pandemic, RRVCS was ready and met the challenge of "home learning" the first week of closure. Teachers, parents, students were provided the tools needed to succeed. Those families without internet were supported by the administration to gain internet access and donations from the community were provided to pay the monthly bill. Families reached out for additional technological supports and we were able to provide those supports. Some families requested pen and paperwork instead of the online method and this too was provided. Teachers and staff have been in constant contact with families to provide support and encouragement.

The photo below shows one of our small voluntary orientation gatherings for the 2020-21 school year. Each class had 4 or less students at a time learning about the technology and the programs that will be used throughout the year. Online orientations for families that chose not to have their students attend in person were also conducted.

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<sup>13</sup> A User's Guide to New Mexico Vistas, p. 10/22 <https://webnew.ped.state.nm.us/wp-content/uploads/2020/04/New-Mexico-Vistas-Technical-Guide-SY-2018-19-1.pdf>



Study Hall has been expanded from once a week to four times per week using the online format. Teachers reach out to families to request that students participate in Study Hall. Each session is geared to the individual needs of the student and therefore the instructional format may vary from session to session. Many students also take advantage of this option to have additional opportunities to ask questions and receive support.

RRVCS is conducting monthly online diagnostic testing at home for math and reading. A video is available on our website to prepare parents for this process: <https://www.redrivervalleycs.org/updates>. The following directions are given to parents:

*Dear families,*

*Please view the information presented in the iReady video that provides information in regards to math placement testing your child at home during the online learning platform. Please apply this same information to the iStation reading test, too. The purpose of these diagnostic tests is to inform the teacher, not grade the student. Please do not assist during testing which typically takes place at the beginning of each month.*

RRVCS understands our student population and the need for focused instruction online and upon return to the traditional “brick & mortar” school model. We are dedicated to helping students make gains that may or may not have been lost during the school closure due to the COVID-19 pandemic.

## b. School or Mission Specific Charter Goals

Pursuant to 1978 NMSA, §22-8B-9.1 each charter school authorizer must allow for the inclusion of additional rigorous, valid and reliable indicators proposed by a charter school in each school's performance framework to augment external evaluations of its performance, provided that the chartering authority approves the quality and rigor of the indicators and the indicators are consistent with the purposes of the Charter Schools Act.

**All applicants must report on each school or mission specific charter goal that is included in the school's performance framework.** Applicants must provide a summary analysis of their performance on each goal over the term of the contract. This analysis must state, for each year of the contract, whether the goal was met and must include longitudinal data that can show the progress of the school over the contract term. For each goal, the applicant should provide a visual representation of the longitudinal data.

**For any applicant that did not meet all of their goals in each year of the contract term,** provide a narrative that addresses the improvement actions (school/adult/leader/teacher actions) targeted to improve the school's performance on that school or mission specific goal and the success of those actions (student academic successes/improved outcomes). The purpose of the narrative is to demonstrate substantial progress toward achieving and maintaining sufficient performance on the school or mission specific goal. The narrative should only address a goal that was not met in each year of the contract term.

Implementation of the described improvement actions should be verifiable through documented evidence at the renewal site visit. **Please identify specific evidence of both the school/adult/leader/teacher actions and the student academic successes/improved outcomes in the narrative.**

The narrative should reference performance data that can be reviewed and verified either during the renewal site visit or during the "desk audit" review of the application. If providing data, please attach in Appendix A and reference the appendix by name in the narrative. (Appendix A – Mission Goal Data)

**Schools that have met all of their school or mission specific goals in each year of the contract term do NOT provide a narrative.**

### ***School response:***

Three school-specific goals are included in the Red River Valley Charter School (RRVCS) Performance Framework: STAR Reading Grades 3-8; DIBELS/Istation Reading Grades 1-2; and, STAR Math Grades 1-8. **RRVCS met or exceeded the standards of all school-specific charter goals in each year of the charter contract for which data is available.**

Although the above-stated conclusion is accurate, an exception exists in the Web-EPSS Final Evaluation for the 2016-17 school year. The DIBELS/Istation Reading Goal for Grades 1-2 received a rating of "Falls Far Below Standard" due to the fact that only the Middle of Year (MOY) data had been uploaded into the Web-EPSS. The existing End of Year (EOY) data was therefore not factored into the 2016-17 rating. As part of the current renewal application process, RRVCS obtained and reviewed the 2016-17 EOY data and found that 100% of students in Grades 1-2 had achieved one full-year's growth and/or tested at or above

grade level in reading. This outcome was verified by Ginger Brawley, Istation Support Advisor, in April 2020. Had the 2016-17 rating been based on EOY data, RRVCS would have received an “Exceeds Standard”. For purposes of this report, the updated result for the 2016-17 DIBELS/Istation Reading Goal is reflected in the chart and analysis for this goal.

Following are the three school-specific goal statements, visual representations of the longitudinal data and summary analyses of performance. The goals are numbered as they appear in the RRVCS Performance Framework.

As requested by the Public Education Commission, any 2019-20 data available from short-cycle or other assessments should be included in Part B of the application. The charts presented below include the partial year’s data available for reading and math which is identified by a red bar. The red bar represents the percent of FAY students who were on track to make a year or more of growth or made a year or more of academic growth by the middle of the year (MOY) testing cycle.

### **Goal 2.a. STAR<sup>14</sup> Reading – Grades 3-8**

#### **Goal Statement**

*Short Cycle Assessment data (STAR) will be used to measure academic growth or proficiency in Reading of Full Academic Year (FAY) students grades 3-8.*

*Growth. In order to show growth (the first phrase in each of the standards set forth below), FAY students in grades 3-8 will demonstrate academic growth in Reading as measured by three short cycle assessments using STAR grade level assessment. "One year's growth" will be defined as a grade equivalency (GE) change of 1.0 or greater (i.e. 3.8 to 4.9 is a change of 1.1) or growth as identified in the student's IEP. Students may show the growth on either of the winter or spring assessments.*

*Proficiency. In order to show proficiency (the second phrase in each of the standards set forth below), a student must score at "At or above grade level".*

*Exceeds Standard: The school surpasses the target of this indicator if:*

- **80%** of FAY students made one full year's growth in reading short-cycle assessment scores when comparing beginning year results to either the winter or spring results.
- OR
- The student tests at “at or above grade level” on the winter or spring short-cycle assessment.

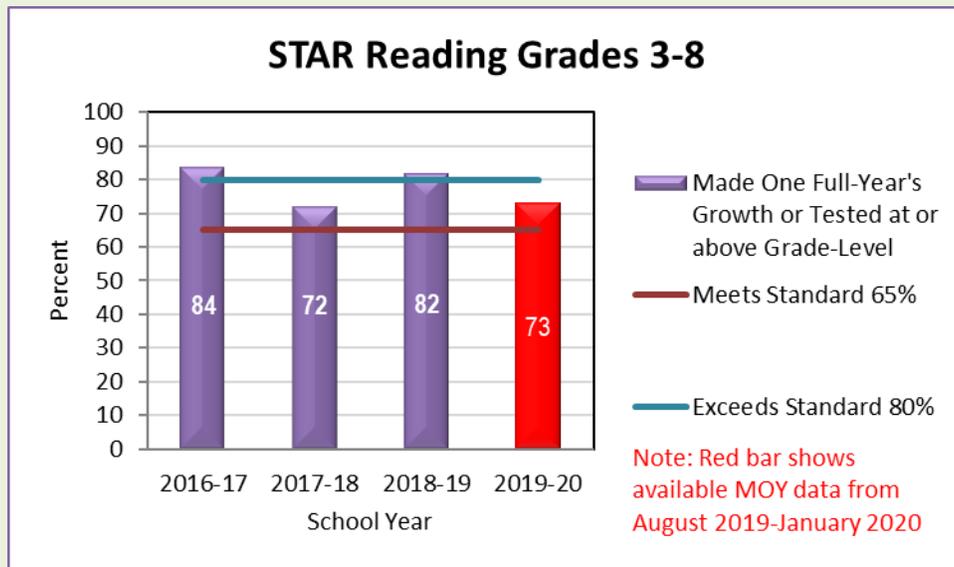
*Meets Standard: The school meets the target of this indicator if:*

- **65-79%** of FAY students made one full year’s growth in reading short-cycle assessment scores when comparing beginning year results to either the winter or spring results
- OR
- The student tests at “at or above grade level” on the winter or spring short-cycle assessment.

<sup>14</sup> STAR Assessments are products of Renaissance Learning: <https://www.renaissance.com/>

### Longitudinal Data

The chart below illustrates the percentage of students in grades 3 through 8 who demonstrated one full-year's growth and/or tested at or above grade level in reading during the first three years of the charter contract and the fourth year (red) for which only partial-year data was available due to the COVID-19 Pandemic.



### Summary Analysis

Based on results from the STAR Reading Assessment, the performance of students in grades 3-8 earned an **“Exceeds Standard”** rating in 2016-17 and 2018-19. In 2017-18 student performance earned a **“Meets Standard”** rating.

The 2019-20 MOY data represented by the red bar in the chart above represents short cycle testing from August 2019 to January 2020. Due to COVID 19 and the unforeseen closure, RRVCS did not have EOY data. Overall, however, the 2019-20 data shows that 73% of students in grades 3 through 8 were on track to make a year or more of growth or made a year or more of academic growth by the MOY testing cycle. 73% earns a **“Meets Standard”** rating.

### **Goal 2.b. Istation Reading – Grades 1-2**

#### Goal Statement

*Short cycle assessment data (DIBELS) <sup>15</sup> will be used to measure adequate reading progress of Full Academic*

<sup>15</sup> At the time when RRVCS goals were negotiated with the Public Education Commission, DIBELS was the state-mandated reading assessment for grades K-2. In 2016-17, The New Mexico Public Education Department changed the required K-2

*Year (FAY) students grades 1 and 2.*

*Growth. In order to show adequate reading progress (the first phrase in each of the standards set forth below), FAY students will demonstrate adequate reading progress in Reading as measured by three assessments using DIBELS.*

*The growth will be set in the fall for all students testing "Well Below Benchmark" or "Below Benchmark" by using the growth tool and setting "above average growth" targets for these students, and identifying these growth targets in a chart in the fall. The school may set individualized growth targets for student with IEPs using the growth tool as a resource. Students will be scored as having achieved adequate reading progress if they meet their growth targets set in the fall on either the winter or spring test.*

*At or Above Benchmark. In order to show adequate reading progress (the second phrase in each of the standards set forth below), a student tests "At or Above Benchmark" on either the winter or spring testing.*

*Exceeds Standard: The school surpasses the target of this indicator if:*

- **80%** of FAY students made one full year's growth in reading short-cycle assessment scores when comparing beginning year results to either the winter or spring results.

*OR*

- The student tests at "at or above grade level" on the winter or spring short-cycle assessment.

*Meets Standard: The school meets the target of this indicator if:*

- **65-79%** of FAY students made one full year's growth in reading short-cycle assessment scores when comparing beginning year results to either the winter or spring results

*OR*

- The student tests at "at or above grade level" on the winter or spring short-cycle assessment.

#### Longitudinal Data

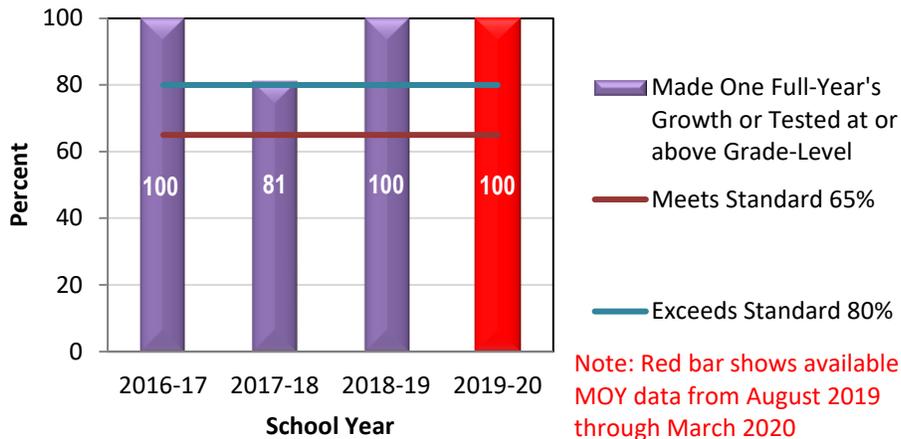
The chart below illustrates the percentage of students in grades 1 and 2 who demonstrated one full-year's growth and/or tested at or above grade level in reading during the first three years of the charter contract and the fourth year (red) for which only partial-year data was available due to the COVID-19 Pandemic.

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assessment from the DIBELS to Istation Reading. Consequently, all data reported for Grades 1-2 during the current contract term is Istation data.

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## Istation Reading Grades 1-2



### Summary Analysis

Based on results from the Istation Reading Assessment, the performance of students in grades 1-2 earned an **“Exceeds Standard”** rating in the first three years of the Charter Contract term.

The 2019-20 MOY data represented by the red bar in the chart above represents short cycle testing from August 2019 to March 2020. Due to COVID 19 and the unforeseen closure, RRVCS did not have EOY data. Overall, however, the data shows that 100% of students in grades 1 and 2 were on track to make a year or more of growth or made a year or more of academic growth by the MOY testing cycle. 100% earns an **“Exceeds Standard”** rating.

### Goal 2.c. STAR Math – Grades 1-8

#### Goal Statement

*Short Cycle Assessment data (STAR) will be used to measure academic growth or proficiency in Math of Full Academic Year (FAY) students grades 3-8.*

*Growth. In order to show growth (the first phrase in each of the standards set forth below), FAY students in grades 3-8 will demonstrate academic growth in Math as measured by three short cycle assessments using STAR grade-level assessment. "One year's growth" will be defined as a grade equivalency (GE) change of 1.0 or greater (i.e. 3.8 to 4.9 is a change of 1.1) or growth as identified in the student's IEP. Students may show the growth on either of the winter or spring assessments.*

*Proficiency. In order to show proficiency (the second phrase in each of the standards set forth below), a student must score at "At or above grade level".*

*Exceeds Standard: The school surpasses the target of this indicator if:*

- **80%** of FAY students made one full year's growth in math short-cycle assessment scores when comparing beginning year results to either the winter or spring results.

OR

- The student tests at “at or above grade level” on the winter or spring short-cycle assessment.

Meets Standard: The school meets the target of this indicator if:

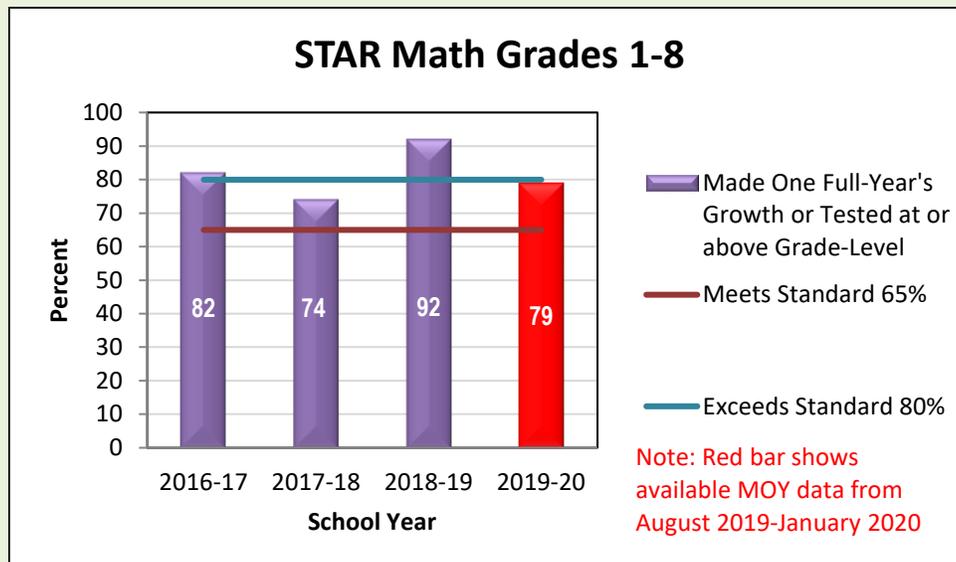
- **65-79%** of FAY students made one full year’s growth in math short-cycle assessment scores when comparing beginning year results to either the winter or spring results

OR

- The student tests at “at or above grade level” on the winter or spring short-cycle assessment.

### Longitudinal Data

The chart below illustrates the percentage of students in grades 1 through 8 who demonstrated one full-year’s growth and/or tested at or above grade level in math during the first three years of the charter contract and the fourth year (red) for which only partial-year data was available due to the COVID-19 Pandemic.



### Summary Analysis

Based on results from the STAR Math Assessment, performance of students in grades 1-8 earned an “**Exceeds Standard**” rating in the first and third year of the contract term (2016-17 and 2018-19). In the second year (2017-18), student performance earned a “**Meets Standard**” rating.

The 2019-20 MOY data represented by the red bar in the chart above represents short cycle testing from August 2019 to January 2020. Due to COVID 19 and the unforeseen closure, RRVCS did not have EOY data. Overall, however, the 2019-20 MOY data shows that 79% of students in grades 1 through 8 were on track to make a year or more of growth or made a year or more of academic growth by the middle of the year (MOY) testing cycle. 79% earns a “**Meets Standard**” rating.

### Conclusion

**Red River Valley Charter School met or exceeded the standards of all school-specific charter goals in each year of the charter contract.**

Note: A detailed analysis of 2019-2020 MOY data has been uploaded into the Web-EPSS.

### 3. Financial Compliance

The Charter School Act provides as follows:

A charter may be suspended, revoked, or not renewed by the chartering authority if the chartering authority determines that the charter school...failed to meet generally accepted standards of fiscal management.

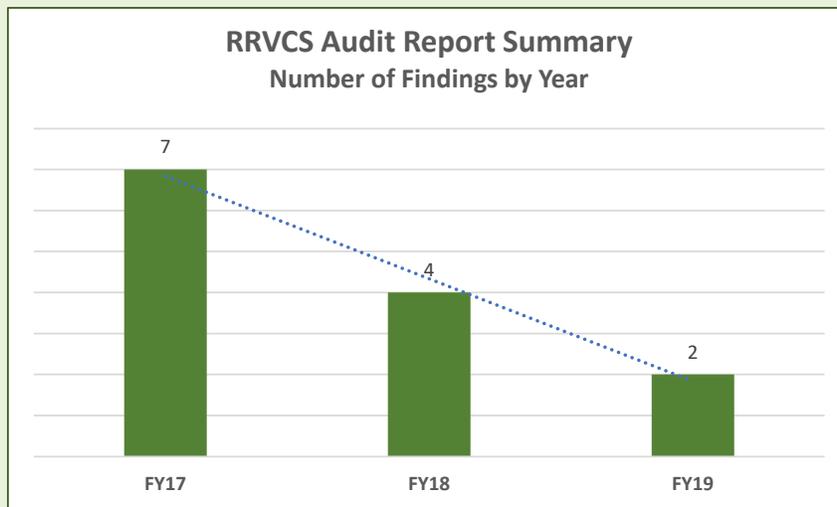
#### a. Audit Report Summary

Every charter school is subject to the Audit Act. (1978 NMSA §22-8B-4; 1978 NMSA 22-8-1 *et. seq.*) The Public School Finance Act requires the audit committee of each charter school governing body to track and report progress on the status of the most recent audit findings and advise the local school board on policy changes needed to address audit findings.

Please edit the actual year you are referring to in the table. For example, Year 1 should be changed to the audited year (such as FY16) within the current contract. Also, provide a summary of the nature of findings including category levels. Include and indicate any repeat audit findings involving a material weakness or significant deficiency.

#### **School response:**

The chart below illustrates Red River Valley Charter School's decrease in the number of audit findings by fiscal year.



A summary of the nature of the findings and the school's corrective action plans follow:

Year	Total # of Findings	Nature of Findings including Rating (Compliance, Significant Deficiency, Material Weakness)	School's Corrective Action Plan
FY17	7	<p>2015-001 Chief Procurement Officer (Other Non-Compliance) Repeated and Modified Condition: The School does not have a chief procurement officer.</p>	<p><i>CAP Response:</i> Governance Council named School Administrator as the CPO. School Administrator will take training and test for certificate.</p> <p><i>Evidence of Action Taken:</i> Minutes of Governance Council Meeting, Monday, January 22, 2018, School Administrator appointed CPO (Web-EPSS)</p> <p><i>Success:</i> Although this finding was not resolved until FY18, it was not repeated in the FY19 Audit.</p> <p><i>Evidence:</i> FY19 Audit</p>
		<p>2016-001 Retiree Health Care Contributions (Other Noncompliance) Repeated and Modified Condition: We noted four instances where RHC remittances were made after the tenth day of the subsequent month. In addition, the monthly RHC contribution remittance form for the month of August 2016 could not be located. Beginning in January 2017, management made significant progress towards resolving this finding.</p>	<p><i>CAP Response:</i> The School began contracting with the Vigil Group to help alleviate the large amount of duties required of the business office employees at the school to ensure that timely payments are made on the School's behalf by the Business Office. The Vigil Group utilizes a Payroll Calendar to set reminders for payments.</p> <p><i>Evidence of Action Taken:</i> Minutes of Governance Council Meeting, Monday, May 22, 2017, Vigil Contract Approval. Vigil Contract (2017-18 Web-EPSS)</p> <p><i>Success:</i> This finding was not repeated in the FY18 or FY19 Audits.</p> <p><i>Evidence:</i> FY18 and FY19 Audits.</p>
		<p>2017-001 Procurement (Other Non-Compliance)</p>	<p><i>CAP Response:</i> Governance Council has updated financial policies and procedures with the help of</p>

		<p>Condition: The School did not follow their procurement policy when procuring construction services totaling \$66,147 as only one bid was obtained.</p>	<p>new Business Manager, Vigil Group in February 2017.</p> <p><i>Evidence of Action Taken:</i> Minutes of Governance Council Meeting, Monday, Dec. 11, 2017, Approval of Financial Policies. (Web-EPSS)</p> <p><i>Success:</i> This finding was not repeated in the FY18 Audit or FY19 Audits.</p> <p><i>Evidence:</i> FY18 and FY19 Audits.</p>
		<p>2017-002 Budget Adjustment Request (Other Non-Compliance) Condition: During our review of budget adjustment requests (BAR), two of four BAR's reviewed were not included in the Governing Council meeting minutes as having been discussed and approved prior to obtaining PED approval.</p>	<p><i>CAP Response:</i> Minutes will include BAR information, including BAR numbers.</p> <p><i>Evidence of Action Taken:</i> Minutes of Governance Council Meeting, Monday, Dec. 11, 2017, Approval of Financial Policies. (Web-EPSS)</p> <p><i>Success:</i> This specific finding was not repeated in the FY18 Audit. However, a related finding in the FY19 Audit focused on the correctness of the BAR numbers. The School does not anticipate any future findings related to BAR numbers.</p> <p><i>Evidence:</i> FY18 and FY 19 Audits.</p>
		<p>2017-003 Lack of Internal Controls over Accounting Records (Material Weakness) Condition: The School did not maintain supporting accounting documentation/records for the first six months of the fiscal year.</p>	<p><i>CAP Response:</i> Governance Council has updated financial policies and procedures with the help of new Business Manager, Vigil Group in February 2017.</p> <p><i>Evidence of Action Taken:</i> RRVCS Internal Control Structure Document (17-18 Web-EPSS)</p> <p><i>Success:</i> This finding was not repeated in the FY18 or FY19 Audits.</p>

			<p><i>Evidence:</i> FY18 and FY19 Audits.</p>
		<p>2017-004 Internal Control Structure (Significant Deficiency) Condition: The School coded food costs in the amount of \$10,376 to salary expenditures. In addition, revenues from a federal grant in the amount of \$15,467 were improperly coded to student food service fees.</p>	<p><i>CAP Response:</i> Governance Council approved revised internal control policies in February 2017 with the help of new Business Manager, Vigil Group.</p> <p><i>Evidence of Action Taken:</i> RRVCS Internal Control Structure Document (17-18 Web-EPSS)</p> <p><i>Success:</i> This finding was not repeated in the FY18 or FY19 Audits.</p> <p><i>Evidence:</i> FY18 and FY19 Audits.</p>
		<p>2017-005 Travel and Per Diem (Other Non-Compliance) Condition: Based on our review of five travel expenditures, we noted the following:</p> <ul style="list-style-type: none"> <li>• The principal is the only individual who approves travel expenditures, including their own.</li> <li>• The School paid an employee \$202 for their compensation from jury duty and this was improperly recorded as an expenditure of the School. The School improperly recorded income of the School when a reimbursement was received for these monies.</li> <li>• The School did not use the proper IRS mileage reimbursement rate when paying employees for travel. The rates they used were \$0.44 and \$0.45 when the correct rate was \$0.46.</li> <li>• One instance where an individual was reimbursed \$36</li> </ul>	<p><i>CAP Response:</i> Governance Council approved new travel and per diem policy in February 2017 and updated financial policies and procedures with the help of new Business Manager, Vigil Group.</p> <p><i>Evidence of Action Taken:</i> Minutes of Governance Council Meeting, Monday, Dec. 11, 2017, Approval of Financial Policies. (Web-EPSS)</p> <p><i>Success:</i> This finding was not repeated in the FY18 or FY19 Audits.</p> <p><i>Evidence:</i> FY18 and FY19 Audits.</p>

		for meals in one day when the actual limit was \$30, an excess of \$6.	
FY18	4	<p>2018-001 Chief Procurement Officer (Previously #2015-001) (Other Noncompliance)  Condition/Context: The School did not have a chief procurement officer (CPO) during fiscal year 2018.</p> <p>Management's Progress for Repeat Findings: Management failed to implement adequate controls to resolve the finding, and will work toward corrective action during FY2019.</p>	<p><i>CAP Response:</i>  The school administrator attended classes and passed the required tests to take the role of CPO. Additionally, the school administrator registered online under the direction of the PED team at the annual charter school visit. The school administrator will review policies for purchases and attend refresher trainings as designated by the state. (The School Administrator became a Chief Procurement Officer on October 19, 2018.)</p> <p><i>Evidence of Action Taken:</i>  CPO Registration – snapshot of GSD Chief Procurement Officer List (2018-19 Web-EPSS)</p> <p><i>Success:</i>  This finding was not repeated in the FY19 Audit.</p> <p><i>Evidence:</i>  FY19 Audit.</p>
		<p>2018-002 Controls over Cash Receipts (Other Noncompliance)  Condition/Context: During our review of cash receipts, we noted the following issues:</p> <ul style="list-style-type: none"> <li>• Pre-numbered receipts are not utilized by the school when receipting cash and checks.</li> <li>• The School does not formally document the date cash and checks are received; thus, we were unable to determine if monies were deposited with 24 hours of receipt.</li> </ul>	<p><i>CAP Response:</i>  The office manager maintains a receipt book to track school lunch purchases made by teachers for the month. At the close of the month, the office manager provides a copy of the receipt and the total amount due. Once payment is submitted, the office manager deposits the check and makes a copy of the dated check and the deposit slip documenting that the deposit was made within the 24-hour window.</p> <p><i>Evidence of Action Taken:</i>  Copy of Delivery Receipt, Dated Check, and Deposit Slip for meals. Minutes of Governance Council Meeting, Monday,</p>

			<p>April 15, 2019, Approval of Financial Policies. (2018-19 Web-EPSS)</p> <p><i>Success:</i> This finding was not repeated in the FY19 Audit.</p> <p><i>Evidence:</i> FY19 Audit.</p>
		<p>2018-003 Purchasing (Other Noncompliance) Condition/Context: During our review of disbursements, we noted 1 out of 16 disbursements for which services were performed prior to the approval of the purchase order.</p>	<p><i>CAP Response:</i> The office manager, along with the school administrator, have provided professional development to teachers on the timeline/requirements needed to make a purchase. The office manager submits invoices for review by the Administrator and/or Business Manager to ensure funds are available.</p> <p><i>Evidence of Action Taken:</i> Business Manager's records.</p> <p><i>Success:</i> This finding was not repeated in the FY19 Audit.</p> <p><i>Evidence:</i> FY19 Audit.</p>
		<p>2018-004 Internal Control over Capital Assets (Significant Deficiency) Condition/Context: During our review of capital assets, we noted the School excluded a capital asset addition of \$21,600 from the capital asset listing and rollforward.</p>	<p><i>CAP Response:</i> The school's Business Manager will maintain a Fixed Asset Listing that tracks depreciation and records all assets the school purchases. This Fixed Asset Listing is ready to be presented to the auditors for the FY19 Audit.</p> <p><i>Evidence of Action Taken:</i> <i>RRCVS Fixed Asset Documentation. (2018-19 Web-EPSS)</i></p> <p><i>Success:</i> This finding was not repeated in the FY19 Audit.</p> <p><i>Evidence:</i> FY19 Audit.</p>

FY19	2	<p>2019-001 Financial Close and Reporting (Other Matters)  Condition/Context: During our review of subsequent receipts, we noted two receipts totaling \$14,947.75 that were not properly identified as accounts receivable by the school. Both receipts were earned during fiscal year 2019 and should have been listed on the school's accounts receivable listing.</p>	<p><i>CAP Response:</i>  The Vigil Group will institute an accounts receivable tracking system. The tracking system will be shared with the Finance Committee and Governance Council as appropriate.</p> <p><i>Evidence of Action Taken:</i>  Vigil Group monthly financial reports reflected in the Governance Council minutes.</p> <p><i>Success:</i>  The School is confident that this finding will not be repeated in future Audits.</p> <p><i>Evidence:</i>  Future Audits.</p>
		<p>2019-002 Budgetary Compliance (Other Noncompliance)  During our review of Budget Adjustment Request (BAR) #0014-M, we noted this BAR was not appropriately referenced in the April 15, 2019 Board Minutes. It appears that BAR #0018-I was listed incorrectly as it was approved in both the March 18, 2019 and April 15, 2019 Board Minutes.</p>	<p><i>CAP Response:</i> Management will do a closer review of their minutes to ensure BAR numbers are correct. The Business Manager will review the board minutes for accuracy of BAR numbers.</p> <p><i>Evidence:</i>  Review of Board Minutes on file at the school and posted on the website.</p> <p><i>Success:</i>  The School is confident that this finding will not be repeated in future Audits.</p> <p><i>Evidence:</i>  Future Audits.</p>

## b. Board of Finance

Pursuant to 1978 NMSA §22-8-38, failure of the governing body of a state-chartered charter school to qualify for designation as a board of finance constitutes good and just grounds for nonrenewal or revocation of its charter.

Further, pursuant to 1978 NMSA §22-8-39, the department may at any time suspend a local school board or governing body of a state-chartered charter school from acting as a board of finance if the department reasonably believes there is mismanagement, improper recording or improper reporting of public school funds under the local school board's or governing body of a state-chartered charter school's control.

When the governing body of a state-chartered charter school is suspended from acting as a board of finance, the department is required to consider commencing proceedings before the Commission to revoke or refuse to renew the charter of the state-chartered charter school.

If the school's **Board of Finance was suspended** at any time during the term of the contract, the school must provide a narrative explaining the actions taken (**school/adult/leader/board actions**) on the school's own initiative to correct financial compliance and regain the Board of Finance Authority and the success of those actions (**improved practices and outcomes**).

The school must also describe the current status of the Board of Finance and continuing actions to ensure the same financial challenges do not reoccur. Success should be identified by specific changes in practice.

The narrative must be supported by evidence provided in an appendix (Appendix B – Board of Finance) and verifiable through evidence at the renewal site visit. **Please identify specific evidence of both the school/adult/leader/board actions and the improved practices and outcomes in the narrative.**

**Schools that have maintained all Board of Finance authority during the entire term of the contract do NOT complete this Section.**

### ***School response:***

Red River Valley Charter School maintained all Board of Finance authority during the entire term of the contract.

#### 4. Contractual, Organizational, and Governance Responsibilities

The Charter School Act provides as follows:

A charter may be suspended, revoked, or not renewed by the chartering authority if the chartering authority determines that the charter school...committed a material violation of any of the conditions, standards, or procedures set forth in the charter... or...violated any provision of law from which the charter school was not specifically exempted.

##### a. Charter Material Terms of Comprehensive Educational Program

Pursuant to 1978 NMSA §22-8B-9, each charter contract must contain material terms of the charter application as determined by the parties to the contract. The PEC's contract identifies all material terms, or in some contract versions, the components of the comprehensive educational program.

If a school received a rating of "working to meet standard" or "falls far below standard" for Indicator 1.a in its Web-EPSS annual report for any year within the contract term, the school must describe the improvement actions the school made to address the deficiencies.

##### ***School response:***

In 2016-17, Red River Valley Charter School (RRVCS) received a "falls far below standard" rating for an item that was not a Material Term of the Charter School Contract between the New Mexico Public Education Commission and Red River Valley Charter School July 1, 2016 – June 30, 2021. The School was given the low rating for its organizational model that includes both single-grade and multi-grade classrooms to accommodate students in Kindergarten through 8<sup>th</sup> grades with a 100-student enrollment cap. Because of the school's relatively small enrollment, this organizational model has been implemented since its opening in 2001.

The 2016-17 Annual Monitoring Report stated that this indicator was rated as "falls far below standard" because a multi-grade program is not allowed under the Performance Contract.

##### Action Taken to Respond to the Concern:

RRVCS uploaded a response dated 08/16/2017 to the Web-EPSS noting that the 2016-2021 Contract does not contain a statement requiring single-grade classrooms or prohibiting multi-grade classrooms. RRVCS' response also included a request that the Charter Schools Division correct or remove this finding because the School is implementing all material terms defined in the Charter Contract.

##### Result of Action Taken:

Following submission of the 08/16/2017 RRVCS response, the Charter Schools Division/PED finalized the "falls far below standard" rating stating that the school did not provide a narrative and documents that satisfactorily remedied the finding.

##### Evidence:

- The RRVCS response submitted 08/16/2017 (available in the Web-EPSS)

- The 2016-2021 Contract between the Public Education Commission and RRVCS
- The 2016-17 Annual Monitoring Report (available in the Web-EPSS)

Conclusion:

The 2016-17 Annual Monitoring Report final rating remains unchanged. RRVCS continued to implement its long-standing single and multi-grade model and received a rating of “Meets Standard” in each of the following Annual Monitoring Reports: 2017-18, 2018-19, and 2019-20.

## b. Organizational Performance Framework

Pursuant to NMSA §22-8B-9.1, the performance framework for each charter school must include performance indicators and performance targets for governing body performance, including compliance with all applicable laws, rules and terms of the charter contract.

**For any school that has received a repeated “working to meet standard” rating or any “falls far below standard” rating for one or more of the organizational performance framework indicators on the most recently completed organizational performance framework evaluation** provide a narrative explaining the improvement actions made (school/adult/leader/board actions) to meet all legal compliance requirements and the effectiveness of those actions (improved practices and outcomes) in improving organizational performance and compliance.

The purpose of the narrative is to demonstrate substantial progress toward achieving and maintaining organizational performance and compliance.

Implementation of the described improvement actions should be verifiable through evidence at the site visit. **Please identify specific evidence of both the school/adult/leader/board actions and the improved practices and outcomes in the narrative.**

**If the school has received any Office of Civil Rights complaints, formal special education complaints or NM Attorney General complaints or enforcement action, or**, the school must identify those, provide all communications (redacted to protect PII) related to those complaints in an appendix (Appendix C – Complaint Communications), and describe the current status of the complaint. **If any of those complaints have been resolved and resulted in a finding that the school violated any law**, the school must provide a narrative describing the required compensatory and corrective actions required and their status in implementing those actions. The implementation of such actions must be verifiable through evidence during the renewal site visit.

**Schools that do not have any repeated “working to meet standard” ratings or any “falls far below standard” ratings on the most recent organizational performance framework evaluation do NOT complete this Section.**

### *School response:*

Organizational Performance Framework Indicator	Concern(s) Identified (Root Cause)	Improvement Actions and the Outcome of those Actions
III-A.04: Educational Plan – Protecting the rights of English Language Learners SY19-20	<p>During the February 17, 2020 Site Visit, the PED team did not observe a current WIDA training certificate for the ELL Coordinator or District Testing Coordinator (DTC).</p> <p>Requested Follow-Up: No later than 30 OCT, the school is to provide the following through this</p>	<p><i>Improvement Action:</i> The ELL Coordinator’s 2019-20 WIDA training certificate was uploaded into the Web-EPSS on September 10, 2020</p> <p><i>Evidence:</i> WIDA training certificate available in Web-EPSS.</p>

	<p>indicator: Evidence of ELL Coordinator WIDA training certificate.</p>	<p><i>Outcome:</i> Evidence provided as requested prior to 30 OCT.</p> <p><i>Evidence:</i> As of the date of submission of this application, a final rating for this Indicator has not been provided. The current rating is noted as "Pending".</p>
<p>IV-A.00: Business Management &amp; Oversight: meeting financial reporting and compliance requirements SY19-20</p>	<p>At the time of the February 17, 2020 Site Visit, the six required members of the Audit Committee had not been named. (Lacking one member)</p> <p>Requested Follow-Up: No later than 30 OCT the school is to provide an updated list of Audit Committee members.</p>	<p><i>Improvement Action:</i> Audit Committee membership for 2020-21 uploaded to Web-EPSS on September 11, 2020.</p> <p><i>Evidence:</i> Membership List includes the six required members.</p> <p><i>Outcome:</i> Evidence provided as requested prior to 30 OCT.</p> <p><i>Evidence:</i> As of the date of submission of this application, a final rating for this Indicator has not been provided. The current rating is noted as "Pending".</p>

### c. Governance Responsibilities\*

Pursuant to 1978 NMSA §22-8B-4, each charter school must, at all times, have at least five members and no members may serve on any other charter school governing body. Further, the governing bodies must operate in accordance with their charter contract and bylaws. The PEC's performance contract requires that the PEC is notified of board vacancies within 30 days, and that vacancies are filled within 45 days.

Additionally, pursuant to NMSA §22-8-12.3, Boards must maintain audit and finance committees that meet statutory requirements.

Further, pursuant to NMAC 6.80.5.8, and 6.80.5.9, each charter school governing body member must annually complete certain hours of approved training.

Finally, governing body members are held to the conflict of interest requirements laid out in NMSA §22-8B-5.2.

**Each school must identify how they have met governance responsibilities during the term of the contract.** Specifically, the school must identify:

- the membership of their boards, at all times, during the term of the contract (with roles and service terms for all members), this should also include membership of the required committees;
- any time when membership on the governing body fell below the requirements in their by-laws or the statutory minimum of 5 members;
- any time when the governing body did not maintain the required committee membership;
- the amount of time any vacancies were open;
- any board members that did not complete required training hours in any of the years of the contract term.

**If the school identified any governance requirements they were unable to meet,** the school must provide a narrative describing the improvement actions the school implemented to move toward full compliance with governance responsibilities.

The purpose of the narrative is to demonstrate substantial progress toward meeting all governance requirements.

The implementation of such actions must be verifiable through evidence during the renewal site visit.

#### **School response:**

**The Red River Valley Charter School Governance Council met all governance responsibilities during the term of the charter contract.**

The following table identifies the membership at all times, including roles, service terms and required committee membership:

Members 2020-2021	Role(s)	Service Term Begin Date	Service Term End Date	Committee Membership
Courtney Henderson	President	2018	2020	Finance; Audit; Student Health; Equity
Joe Ben Mandonado	Vice-Pres.	2018	2020	Student Health; Equity

Liz Tate	Secretary	2019	2021	Policy; ESSA
Heather Larson	Treasurer	2018	2020	Finance; Audit; Instructional Materials
Reed Weimer	Member	2019	2021	Parent Involvement; Fine Arts
<b>Members 2019-2020</b>	<b>Role(s)</b>	<b>Service Term Begin Date</b>	<b>Service Term End Date</b>	<b>Committee Membership</b>
Courtney Henderson	President	2018	2020	Finance; Audit
Joe Ben Mandonado	Vice-Pres.	2018	2020	Parent Involvement; Facilities; Maintenance
Liz Tate	Secretary	2019	2021	School Advisory
Heather Larson	Treasurer	2018	2020	Finance; Audit; Policy; ESSA
Reed Weimer*	Member	2017	2021	School Health Advisory
<i>*Reed Weimer was appointed when Jenna Grubbs resigned and then ran and was elected for the seat.</i>				
<b>Members 2018-2019</b>	<b>Role(s)</b>	<b>Service Term Begin Date</b>	<b>Service Term End Date</b>	<b>Committee Membership</b>
Courtney Henderson	President	2016	2018	Finance; Audit
Jenna Grubbs	Vice-Pres.	2015	2017	Policy; School Health Advisory
Flavio Cisneros	Secretary	2016	2017	School Health Advisory; Parent Involvement
Davia Richard**	Secretary	2017	2018	School Advisory; Facilities
Heather Larson	Treasurer	2016	2018	Finance; Audit
Joe Ben Mandonado	Member	2016	2018	Maintenance; Parent Involvement; Facilities
<i>**Davia Richard was appointed to Flavio Cisneros' seat upon his resignation.</i>				
<b>Members 2017-2018</b>	<b>Role(s)</b>	<b>Service Term Begin Date</b>	<b>Service Term End Date</b>	<b>Committee Membership</b>
Courtney Henderson	President	2016	2018	Finance; Audit; Facilities
Rob Swan	Vice-Pres.	2016	2018	Technology; Parent Involvement
Heather Larson	Secretary	2016	2018	Community Outreach
Katy Pierce	Treasurer	2010	2016	Finance; Audit
Joe Ben Mandonado	Member	2016	2018	Maintenance; Facilities
<b>Members 2016-2017</b>	<b>Role(s)</b>	<b>Service Term Begin Date</b>	<b>Service Term End Date</b>	<b>Committee Membership</b>
Courtney Henderson	President	2016	2018	Finance; Audit; Facilities

Rob Swan	Vice-Pres.	2016	2018	Technology; Parent Involvement
Heather Larson	Secretary	2016	2018	Community Outreach
Katy Pierce	Treasurer	2015	2017	Finance; Audit
Joe Ben Mandonado	Member	2016	2018	Maintenance; Facilities

The Governance Council maintained the 5-member requirement of its by-laws and the statutory minimum throughout the term of the charter contract with one brief exception in 2018-19 which required a 30-day extension to find a replacement for Jenna Grubbs' position.

The Governance Council maintained the required committee membership throughout the term of the charter contract.

The Governance Council experienced two resignations in 2018-19: Flavio Cisneros and Jenna Grubbs. Both vacancies were filled by appointment as outlined in the by-laws of the Governance Council. However, a request for a 30-day extension to fill Jenna Grubbs' position was necessary.

All Governance Council members completed the required training hours in all years of the contract term.

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



## RED RIVER VALLEY CHARTER SCHOOL

### Part C—Financial Statement\*

(A financial statement that discloses the costs of administration, instruction and other spending categories for the charter school that is 1) understandable to the general public; 2) that allows comparison of costs to other schools or comparable organizations; and 3) that is in a format required by the department

**Instructions:**

- a. Complete the table specific to your operational budget for each fiscal year within the school’s current charter contract (Year 1 through 4). *\*Please edit the actual year you are referring to in each table (such as FY16 and so forth).*
- b. Input totals for functions 1100 and 2300/2400/2500 (combined) for each year into chart at the end of this section.

**FY17**

Fund	Fund Name	Example of Expenditures by Fund	Percentage (%)	Amount
1100	Direct Instruction	Teachers, EAs, Instructional Coaches, etc.	51.57%	\$384,559.08

2100	Student Support	Social Workers, Counseling, Ancillary Services, etc.	8.83%	\$65,856.96
2200	Instructional Support	Library/Media Services, Instructional-Related Technology, Academic Student Assessment, etc.	0.04%	\$317.10
2300	Central Administration	Governance Council, Executive Administration, Community Relations, etc.	2.14%	\$15,979.32
2400	School Administration	School Administrator, etc.	21.21%	\$158,141.62
2500	Central Services	Business Manager, Human Resources, Printing, Technology Services, etc.	9.55%	\$71,197.21
2600	Maintenance and Operations	Maintenance and Operations of Buildings, Upkeep of Grounds and Vehicles, Security, Safety, Etc.	4.87%	\$36,531.73
	Other	PED Grant Initiatives, PreK, state grants, Next Gen, CTE, digital technology, extended learning and K5+	1.79%	\$13,360.00
Grand Total			100.00%	\$745,763.02
Total Amount of Operational Dollars Going Directly to Supporting Student Success <i>(Includes Direct Instruction, Student Support, Instructional Support, and School Administration)</i>			81.64%	\$608,874.76

## FY18

Fund	Fund Name	Example of Expenditures by Fund	Percentage (%)	Amount
1100	Direct Instruction	Teachers, EAs, Instructional Coaches, etc.	49.47%	\$341,820.76
2100	Student Support	Social Workers, Counseling, Ancillary Services, etc.	6.48%	\$44,773.88
2200	Instructional Support	Library/Media Services, Instructional-Related Technology, Academic Student Assessment, etc.	0.07%	\$490.09
2300	Central Administration	Governance Council, Executive Administration, Community Relations, etc.	16.44%	\$113,587.71

2400	School Administration	School Administrator, etc.	7.43%	\$51,313.77
2500	Central Services	Business Manager, Human Resources, Printing, Technology Services, etc.	11.37%	\$78,590.35
2600	Maintenance and Operations	Maintenance and Operations of Buildings, Upkeep of Grounds and Vehicles, Security, Safety, Etc.	8.74%	\$60,379.22
	Other	PED Grant Initiatives, PreK, state grants, Next Gen, CTE, digital technology, extended learning and K5+	0.00%	\$0.00
Grand Total			100.00%	\$690,955.78
Total Amount of Operational Dollars Going Directly to Supporting Student Success <i>(Includes Direct Instruction, Student Support, Instructional Support, and School Administration)</i>			63.45%	\$438,398.50

## FY19

Fund	Fund Name	Example of Expenditures by Fund	Percentage (%)	Amount
1100	Direct Instruction	Teachers, EAs, Instructional Coaches, etc.	51.42%	\$397,852.30
2100	Student Support	Social Workers, Counseling, Ancillary Services, etc.	7.78%	\$60,181.31
2200	Instructional Support	Library/Media Services, Instructional-Related Technology, Academic Student Assessment, etc.	0.04%	\$332.32
2300	Central Administration	Governance Council, Executive Administration, Community Relations, etc.	14.57%	\$112,712.47
2400	School Administration	School Administrator, etc.	7.35%	\$56,844.99
2500	Central Services	Business Manager, Human Resources, Printing, Technology Services, etc.	9.77%	\$75,584.91
2600	Maintenance and Operations	Maintenance and Operations of Buildings, Upkeep of Grounds and Vehicles, Security, Safety, Etc.	8.91%	\$68,912.92

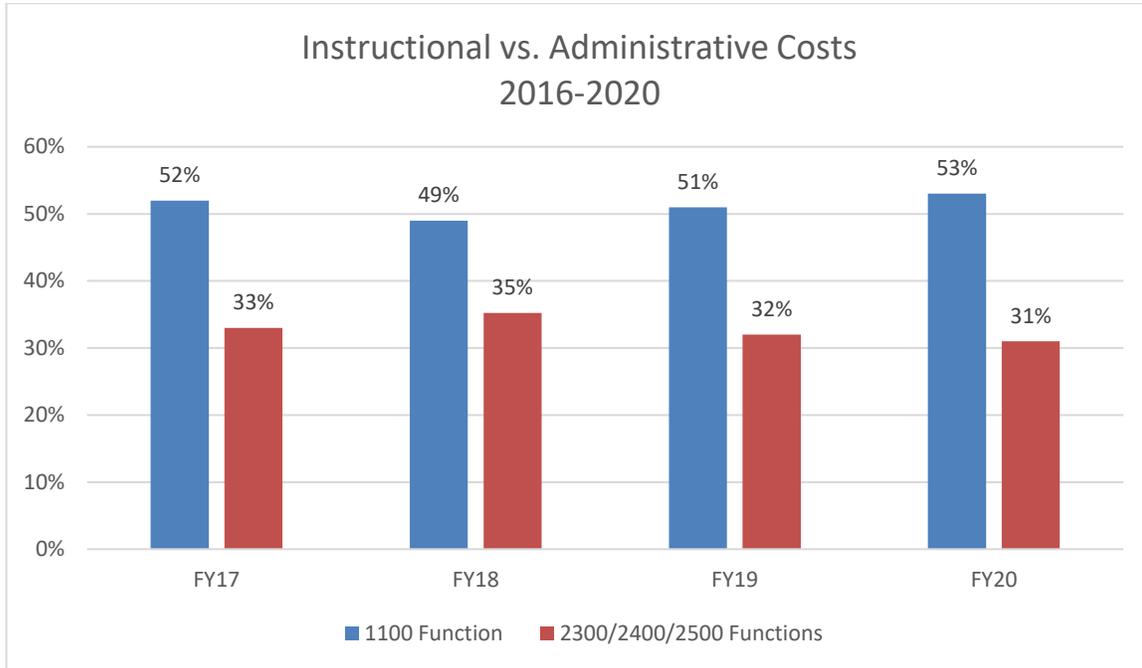
	Other	PED Grant Initiatives, PreK, state grants, Next Gen, CTE, digital technology, extended learning and K5+	.17%	\$1,281.15
Grand Total			100.00%	\$773,702.37
Total Amount of Operational Dollars Going Directly to Supporting Student Success <i>(Includes Direct Instruction, Student Support, Instructional Support, and School Administration)</i>			66.59%	\$515,210.92

**FY20**

Fund	Fund Name	Example of Expenditures by Fund	Percentage (%)	Amount
1100	Direct Instruction	Teachers, EAs, Instructional Coaches, etc.	53.45%	\$436,429.46
2100	Student Support	Social Workers, Counseling, Ancillary Services, etc.	7.83%	\$63,898.76
2200	Instructional Support	Library/Media Services, Instructional-Related Technology, Academic Student Assessment, etc.	0.02%	\$148.00
2300	Central Administration	Governance Council, Executive Administration, Community Relations, etc.	15.96%	\$130,303.44
2400	School Administration	School Administrator, etc.	6.94%	\$56,634.04
2500	Central Services	Business Manager, Human Resources, Printing, Technology Services, etc.	8.40%	\$68,554.30
2600	Maintenance and Operations	Maintenance and Operations of Buildings, Upkeep of Grounds and Vehicles, Security, Safety, Etc.	7.41%	\$60,525.79
	Other	PED Grant Initiatives, PreK, state grants, Next Gen, CTE, digital technology, extended learning and K5+	0.00%	\$0.00
Grand Total			100.00%	\$816,493.79
Total Amount of Operational Dollars Going Directly to Supporting Student Success <i>(Includes Direct Instruction, Student Support, Instructional Support, and School Administration)</i>			68.23%	\$557,110.26

**Operational Budget in Bar Graph (right click on chart and input % for each field):**

*\*Please edit the actual year you are referring to in the graph below*



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

**The percentages are of the TOTAL budget from the tables on the previous pages.**

1100 (Direct Instruction) is compared to 2300/2400/2500 (Central Administration/School Administration/Central Services)  
The chart does NOT include Student Support, Instructional Support, Maintenance and Operations, Food Services and Other funding and therefore does not add up to 100%.

# 1. Petition of Support from Employees

Instructions: Signatures must be collected during the year prior to the last year of the contract, using the school's employee information on the 120<sup>th</sup> day.

A certified petition in support of the charter school renewing its charter status signed by not less than 65 percent of the employees in the charter school at Subsection J of 22-8B-12 NMSA 1978.

Include, as **Appendix F – Employees Petition**, a certified affidavit of the Employees' Support Petition from no less than 65 percent of the employees of the charter school that indicates their support of the renewal of the charter.

Following is a suggested form to certify the petition. This form may be attached to the petition. You MUST have original signatures.

I am the head administrator of the **Red River Valley Charter School** and hereby certify that: the attached petition in support of the **Red River Valley Charter School** renewing its charter was circulated to all employees of the **Red River Valley Charter School**. There are 12 persons employed by the **Red River Valley Charter School**. The petition contains the signatures of 12 employees which represents 100 percent of the employees employed by the **Red River Valley Charter School**.

STATE OF NEW MEXICO)

ss.

COUNTY OF TAOS)

I, Kimberly Ritterhouse, being first duly sworn, upon oath state:

That I have read the contents of the attached Petition, and my statements herein are true and accurate to the best of my knowledge and belief.

Subscribed and sworn to before me this 31<sup>st</sup> day of August 2020.

Kimberly Ritterhouse

Christina Fernandez  
Notary Public

My Commission Expires:

1/21/24

## 2. Petition of Support from Households

### Instructions:

- Signatures must be collected during the year prior to the last year of the contract, using the school's enrollment information on the 120<sup>th</sup> day.
- Students over the age of 18 and students acting as a head of household may provide the signature for the household. For students under the age of 18 living with a parent or guardian, the signature shall be the parent or guardian's signature.

A certified petition in support of the charter school renewing its charter status signed by not less than 75 percent of the households whose children were enrolled in the charter school at Subsection J of 22-8B-12 NMSA § 1978.

Include, as **Appendix G – Household Petition**, a certified affidavit of the household support petition of the charter school renewing its charter status from no less than 75 percent of the households whose children were enrolled in the charter school.

Following is a suggested form to certify the petition. This form may be attached to the petition. You **MUST** have original signatures.

I am the head administrator of the **Red River Valley Charter School** and certify that: the attached petition in support of the **Red River Valley Charter School** renewing its charter was circulated to households whose children were enrolled in our charter school. It contains the signatures of 56 households which represents 93 percent of the households whose children were enrolled in the **Red River Valley Charter School**.

STATE OF NEW MEXICO)

ss.

COUNTY OF TAOS)

I, Kimberly Ritterhouse, being first duly sworn, upon oath state:

That I have read the contents of the attached petition, and my statements herein are true and accurate to the best of my knowledge and belief.

Subscribed and sworn to before me this 31<sup>st</sup> day of August 2020.

Kimberly Ritterhouse  
Notary Public

My Commission Expires:

1/21/24



## RED RIVER VALLEY CHARTER SCHOOL

### **Part E—Description of the Charter School Facilities and Assurances\***

(A description of the charter school facilities and assurances that the facilities are in compliance with the requirements of Section 22-8B-4.2 § NMSA 1978)

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

## E. Facility and Assurances

A description of the charter school facilities and assurances that the facilities are in compliance with the requirements of Section 22-8B-4.2 § NMSA 1978.

The school must provide a copy of the facility lease agreement in APPENDIX D – Lease Agreement.

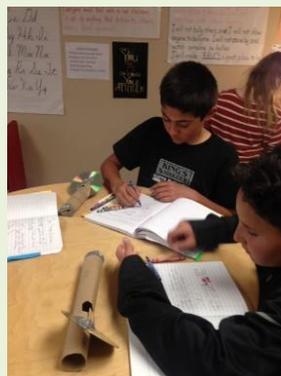
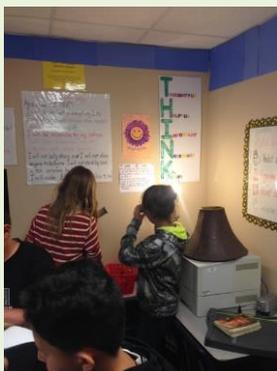
The school must provide a narrative description of its facilities. The school should attach any facility plans or the school’s Facility Master Plan in **Appendix H –Facility Master Plan**.

In addition, attach a copy of the building E Occupancy certificate and a letter from the PSFA with the facility NMCI Score as **Appendix I – E-Occupancy certificate and Appendix J – New Mexico Condition Index letter from PSFA**, indicating that the school facility meets the requirements of 1978 NMSA §22-8B-4.2(C)

If the charter school is relocating or expanding to accommodate more students, the school must also provide assurances that the facilities are in compliance with the requirements of 1978 NMSA §22-8B-4.2, – Additional Facility Assurance.

### *School response:*

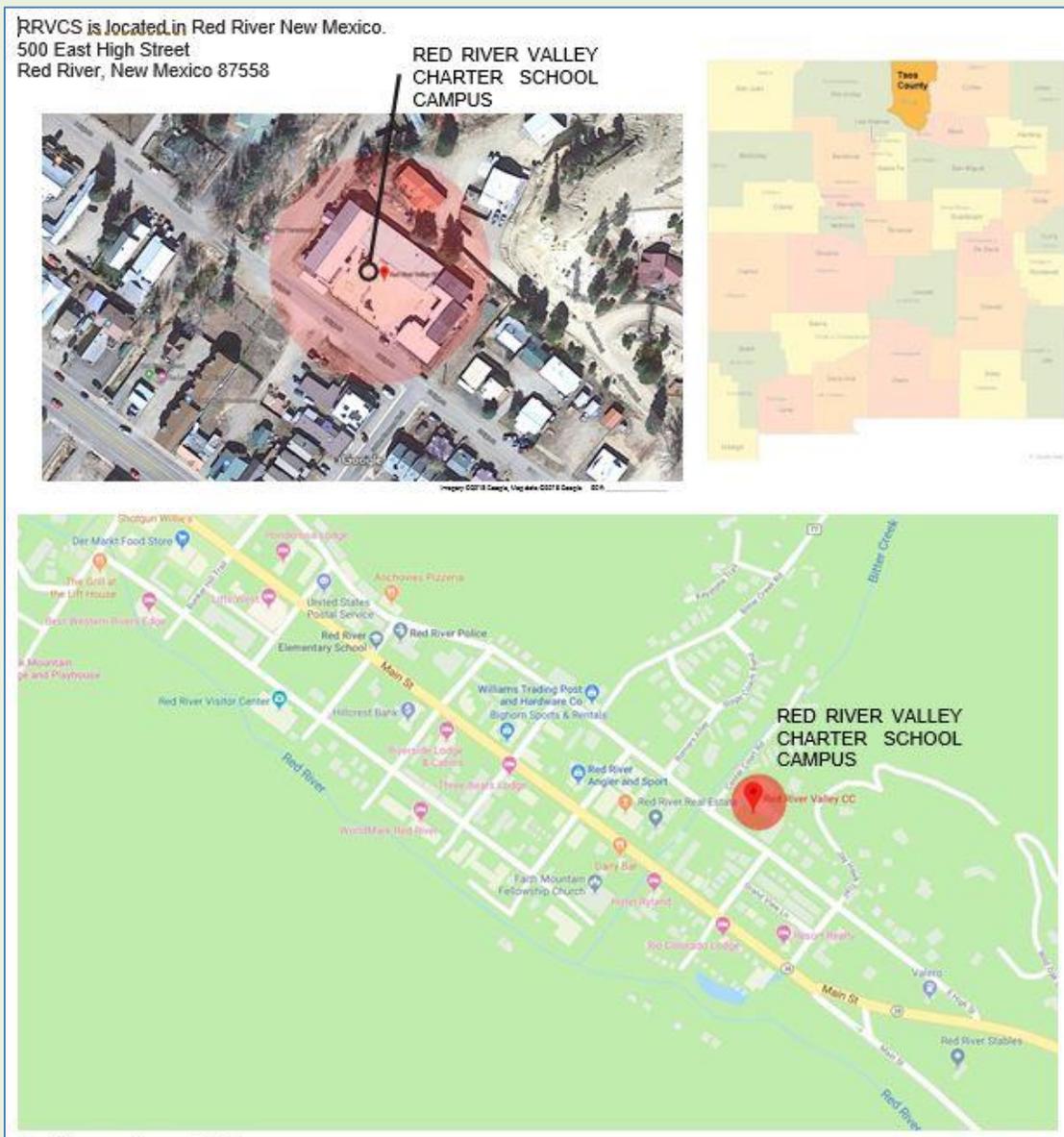
#### Red River Valley Charter School Facilities



The following narrative description of the school facilities represents a brief summary of the information contained in the Red River Valley Charter School Educational Specifications & 5-Year Facilities Master Plan dated 2019-2024.

Red River Valley Charter School opened its doors in 2001. The school was founded by a group of local businesswomen and mothers to ensure that a local school would be available for the children of Red River. The School sits on a 2-acre site at 500 East High Street in Red River. The property is leased from the Questa Independent School District. There are three portable buildings and two permanent buildings on site. The total building area gross square footage is 14,766; the classroom net square footage eligible for lease assistance is 9,596.

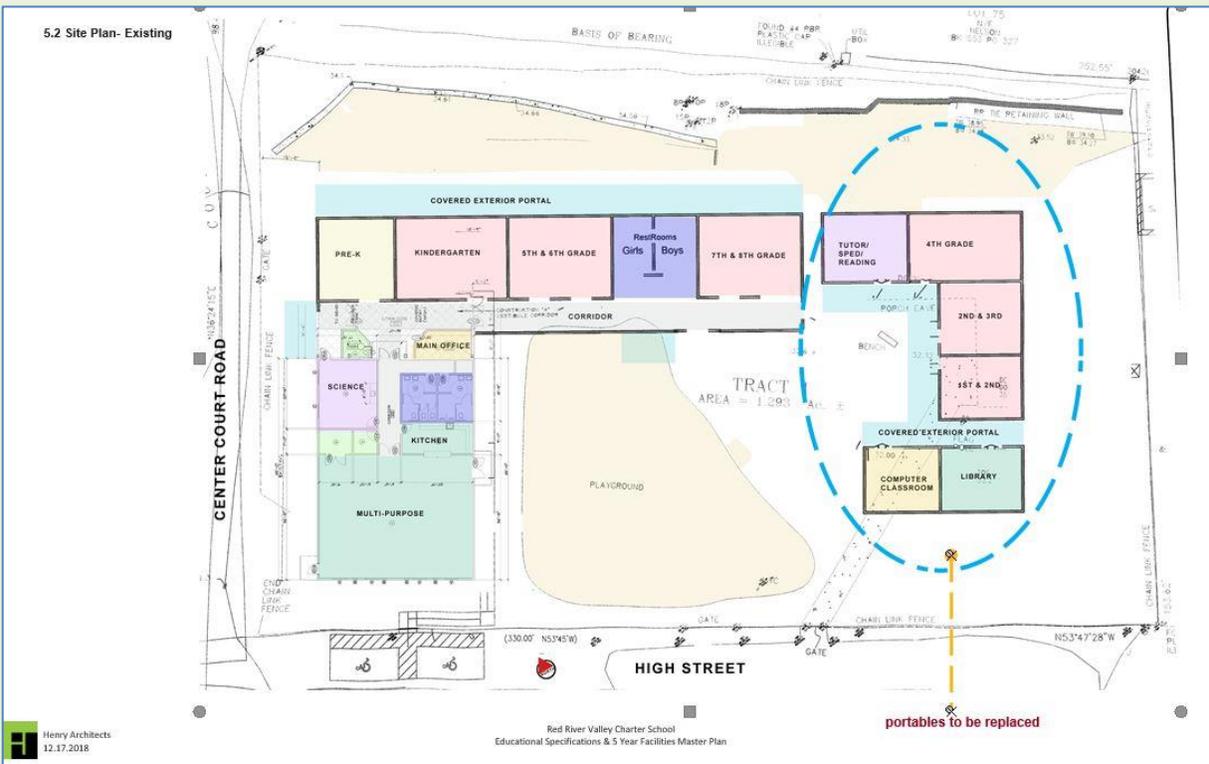
The location of Red River Valley Charter School in relation to the state and the local community is illustrated below:



Red River Valley Charter School provides instruction for grades Pre-K through 8th grade. The school has seven classrooms, and of those classrooms two are self-contained and five are multi-grade classrooms. Pre-K and Kindergarten are each self-contained. Multi-grade classrooms include: first and second grade; third and fourth grade; fifth and sixth grade; and, seventh and eighth grade.

*Note: As one of the many adjustments during the current pandemic school year, the previous self-contained Kindergarten classroom has been converted to a multi-grade classroom which includes some first-grade students.*

Following is a site plan of the school:



The existing portable buildings are in fair condition. The future goal is to eliminate all of the portable buildings and become a completely permanent school campus. All of the existing portables will either be returned to the district or demolished.

The following table itemizes the quantity and sizes of the spaces within the facility used to accommodate the school’s educational program:

Room	Function	Number of Spaces	Square Footage
1	Multi-Purpose Classroom  Lunch, assemblies, art class, rehearsal space for plays and singing, additional space for co-teaching	1	1540
2	Storage Space P.E Equipment, games, and instructional materials	1	56
3	Science labs and instruction	1	300
4	Kitchen Food prep and Service	1	171
5	Office	3	154
6	Pre-K Classroom	1	1364
7	Kindergarten	1	1024
8	Fifth/Sixth Grade	1	980
9	Bathrooms-Boys and Girls	2 rooms, 6 spaces	
10	7 <sup>th</sup> /8 <sup>th</sup> Grade Classroom	1	896
11	Literacy Classroom	1	230
12	1 <sup>st</sup> /2 <sup>nd</sup> Grade Classroom	1	528
13	Additional classroom	1	552
14	3 <sup>rd</sup> /4 <sup>th</sup> Grade Classroom	1	552
14	Library/Spill over Classroom	1	575
15	Computer Classroom	1	759
16	Outdoor Classroom Space	2	?
Total		21	9681 (without outdoor classroom spaces included)

*Note: Of the 9681 square footage accommodating the school’s educational program, 9596 square feet are eligible for lease assistance.*

The following facility documents are included in the appendices:

- Appendix G: Lease Agreement between Red River Valley Charter School and the Questa Independent School District;<sup>16</sup>
- Appendix H: 2019-2024 Educational Specifications & 5-Year Facilities Master Plan;
- Appendix I: E-Occupancy Certificate and Maximum Occupancy Load; and,
- Appendix J: New Mexico Condition Index Letter from PSFA

<sup>16</sup> NOTE: RRVCS is currently in the process of renewing its lease with the Questa Independent School District. When negotiations are complete, a copy of the renewed lease will be uploaded into Web-EPSS.

**LEASE AGREEMENT**

by and between

Questa Independent School District  
as Lessor

And

Red River Valley Charter School,  
as Lessee

Dated as of July 1, 2016

## LEASE

THIS LEASE is entered into on July 1, 2016, by and between the Questa Independent School District ("Lessor"), a political subdivision of the State of New Mexico (the "State") duly organized and validly existing under the laws of the State, and Red River Valley Charter School, a validly existing public charter school ("Lessee") authorized by the New Mexico Public Education Commission. For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the terms of this Lease as evidenced by their signatures below.

WHEREAS, the Lessee is a public charter school duly authorized by the New Mexico Public Education Commission, located within Taos County and validly existing under the laws of the State;

WHEREAS, the Lessor is a duly organized and validly existing political subdivision of the State;

WHEREAS, the Lessor has determined that the lease of the real property described herein is in the best interests of the Lessor;

WHEREAS, the Base Rentals (as defined herein) payable to the Lessor hereunder shall constitute currently appropriated expenditures of the Lessee and shall not constitute a debt or multiple fiscal year direct or indirect obligation whatsoever of the Lessee, or a mandatory charge or requirement against the Lessor, in any Fiscal Year (as defined herein) beyond the Fiscal Year for which such payments have been appropriated;

WHEREAS, the execution, delivery and performance of this Lease by the Lessor has been duly authorized by the Lessor and, upon the execution and delivery of this Lease by the Lessor and Lessee, this Lease will be enforceable against the Lessor and Lessee in accordance with its terms, limited only by laws affecting Lessor's and Lessee's rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State, and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America; and

WHEREAS, the parties mutually intend that the Lessee shall occupy the Leased Property described in this Lease, regardless of the Lessee's authorizer as that term is defined in the Charter Schools Act, for so long as the terms of this Lease are in effect, and that Lessor intends for the Leased Property to be used for the purposes stated herein and no other purpose until or unless the Lessee's charter is revoked or not renewed for the reasons stated in NMSA 1978 §2- 8B-12(G).

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations herein contained, the parties hereto agree as follows:

1. DEFINITIONS. The following terms as used in this Lease not otherwise defined elsewhere herein shall have the meanings set forth below:
  - (a) "BASE RENTALS": means payments pursuant to Section 7 hereof for and in consideration of the right to use the Leased Property.
  - (b) "BASE RENTAL PAYMENT DATE": means the quarterly payment date in which the Public Schools Capital Outlay Council ("PSCOC") awards Lessee rental reimbursement funds pursuant to NMSA 1978, § 2-24-4, or the next banking day . However, the Base Rental Payment Date for the month in which the PSCOC awards Lessee rental reimbursement funds means the next banking day after such award.
  - (c) "COMMENCEMENT DATE": Shall be the effective date of this Lease between Lessor and Lessee.
  - (d) "DISTRICT": Questa Independent School District, County of Taos, New Mexico, a political subdivision of the State of New Mexico.
  - (e) "LEASED PROPERTY": All buildings, appurtenances and real property located at 500 East High Street, Red River, New Mexico, depicted on the Site Survey plat attached hereto as Exhibit A, excluding any personal property owned by the Lessee.
  - (f) "LESSOR": The Questa Independent School District.
  - (g) "LESSEE": Red River Valley Charter School.
  - (h) "MEM" : The average full-time-equivalent enrollment of Lessee using leased classroom facilities on the eightieth and one hundred twentieth days of the prior school year provided that, after the eightieth day of the school year, the MEM shall be adjusted to reflect the full-time-equivalent enrollment on that date or as such term is defined by NMSA 1978 §22-24-4(1)(6) (2007) or as may be amended from time to time.
  - (i) "NONAPPROPRIATION": The New Mexico Legislature of the New Mexico Public School Capital Outlay Council fails to grant sufficient money or appropriations to the Lessee to carry out the terms and conditions of this Lease.

2. REPRESENTATIONS AND COVENANTS OF THE LESSOR. The Lessor represents and

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- (a) The Lessor is a political subdivision of the State duly organized and validly existing under the laws of the State.
- (b) The Lessor is authorized under the terms of the Lease to lease the Leased Property to the Lessee and to execute, deliver and perform its obligations under this Lease.
- (c) The lease of the Leased Property to the Lessee pursuant to this Lease serves a public purpose and is in the best interests of the Lessor, the Lessee and their residents and stakeholders.
- (d) The execution, delivery and performance of this Lease by the Lessor has been duly authorized by the Board of Education of the District.
- (e) This Lease is enforceable against the Lessor in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State, and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.
- (f) The execution, delivery and performance of the terms of this Lease by the Lessor does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound, including the Lease, or constitute a default under any of the foregoing or, except as specifically provided in this Lease, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Lessor.
- (g) There is no litigation or proceeding pending or threatened against the Lessor

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or any other person affecting the right of the Lessor to execute, deliver or perform its obligations of the Lessor under this Lease.

- (h) The Lessor will recognize economic and other benefits by the leasing of the Leased Property pursuant to this Lease: the Leased is property that is necessary Property and essential to the Lessor" s purpose and operations: the Lessor expects that the Leased Property will adequately serve the needs for which it is being leased throughout the Term as defined in Paragraph 6.
- (i) The Lessor presently intends and expects to continue this Lease annually for the term of Lessee's current charter approval or for so long as the Lessee shall be a charter school authorized to operate pursuant to the laws of the State but this representation does not obligate or otherwise bind the Lessor or the Lessee.
- (j) The Lessor is not aware of any current violation of any requirement of law relating to the Leased Property.
- (k) The Lessor acknowledge and recognize that this Lease may be terminated upon the occurrence of an Event of Nonappropriation, and that the determination of an Event of Nonappropriation shall be within the discretion of the Lessee's Governing Council.

3. REPRESENTATIONS AND COVENANTS OF THE LESSEE. The Lessee represents and covenants that;

- (a) The Lessee is a public charter school duly organized and validly existing under the laws of the State and authorized by the New Mexico Public Education Commission.
- (b) The Lessee is authorized under NMSA 1978 §22-8B-4(D), to lease the Leased Property from the Lessor and to execute, deliver and perform its obligations under this Lease.
- (c) The lease of the Leased Property from the Lessor pursuant to this Lease serves a

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public purpose and in is in the best interests of the Lessee.

- (d) The execution, delivery and performance of this Lease by the Lessee has been duly authorized by its governing body ("Governing Council").
- (e) This Lease is enforceable against the Lessee in accordance with its terms, limited only by the charter's revocation, the charter's nonrenewal, Nonappropriation, bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereign, of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.
- (f) The execution, delivery and performance of the terms of this Lease by the Lessee, as of the first Base Rental Payment Date, does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Lease, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Lessee.
- (g) There is no litigation or proceeding pending or threatened against the Lessee or any other Person affecting the right of the Lessee to execute, deliver or perform its obligations of the Lessee under this Lease.
- (h) The Lessee will recognize a benefit by the leasing of the Leased Property pursuant to this Lease; the Leased Property is property that is necessary and essential to the Lessee's purpose and operations; the Lessee has inspected the Lease Property and believes that the Leased Property will adequately serve the needs for which it is being leased throughout the Term as defined in Section 6.
- (i) The Lessee presently intends and expects to continue renewing this Lease annually for the term of Lessee's current charter approval or for so long as the

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thorized to operate pursuant to the laws of the State; but this representation does not obligate or otherwise bind the Lessee or the Lessor.

- (j) The Lessee is not aware of any current violation of any requirement of law relating to the Leased Property.
- (k) The Lessee anticipates receiving sufficient moneys to pay the Base Rentals as defined in this Lease. The Lessee specifically agrees that it shall not declare or cause to be declared an Event of Nonappropriation unless the New Mexico Legislature eliminates or discontinues funding for lease reimbursement payments to charter schools and Lessee is unable to pay the Base Rental amounts from other sources of funds.in Lessee's sole discretion.

4. LEASE AND TERM. Lessee recognizes that Lessor retains ownership rights in the Leased Property; however, Lessor covenants that, during the Lease Term and so long as no Event of Default shall have occurred, the Lessee shall peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Lessor, except as expressly required or permitted by this Lease.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Leased Property for five (5) years: July 1, 2016 through June 30, 2021 (hereinafter referred to as the "Initial Term").

- (a) The Lease Term shall be comprised of the Initial Term, and any Renewal Terms exercised pursuant to Section 6 below, subject to subsection (b) of this Section.
- (b) The Lease Term shall expire upon the occurrence of any of the following events:
  - i. June 30 of any Fiscal Year during which an Event of Nonappropriation has occurred as defined by Paragraph 1G) of this Lease; or
  - ii. Termination of this Lease following an "Event of Default" as defined by this Lease.

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1. EFFECT OF TERMINATION OF LEASE TERM

Upon expiration or termination of the Lease Term:

- (a) All obligations of the Lessee or Lessor hereunder shall terminate. Any accrued, but unpaid obligations of the Lessee or Lessor shall continue until they are discharged in full unless the termination is a result of revocation of the Lessee's charter in which event all obligations of the Lessee shall terminate on June 30 of that year; and
- (b) If the termination occurs because of the occurrence of an Event of Nonappropriation, or an Event of Default, (i) Lessee shall, on or before June 30 of the year in which the Event of Nonappropriation or Event of Default occurs (1) vacate the Leased Property and (2) deliver the Leased Property to the Lessor; and (ii) if and to the extent the Lessee has appropriated funds for payment of Base Rentals payable during the period between termination of the Lease and the date the Leased Property is vacated, the Lessee shall pay such Base Rentals to the Lessor.

2. RENEWAL OF LEASE TERM.

This Lease may be extended or renewed by mutual consent of the parties, for an additional Five (5) years, and upon such new terms and conditions as may be acceptable to both parties. Such extension shall be in writing and shall be executed prior to the termination date and appended to the Lease.

3. BASE RENTALS.

- (a) Lessee shall pay Base Rentals to the Lessor on the Base Rental Payment Dates at the rate of the reimbursement received by or allocated to Lessee from the PSCOC for leasing classroom space for Lessee's charter school pursuant to NMSA 1978 f 22-24-4(I).
- (b) If requested by Lessee, the Lessor agrees to join with the Lessee in applying to the PSCOC for funds to be used for Lessee's lease payments.
- (c) Notwithstanding any other provision of this Lease, Lessee shall pay no Base Rent,

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utilites, or other amounts on any portion of the Leased Property that has not received all occupancy permits necessary for Lessee's operations on that portion of the Leased Property.

4. PARTIAL MONTHS. Base Rentals for any partial months will be prorated accordingly.

5. USE. Lessee shall use the Leased Property only for the purpose of a Charter School existing under the laws of the State, and a Charter School's related activities, including but not limited to those activities described in the Lessee's charter. Lessee shall at all times have quiet enjoyment of the Leased Property.

6. LESSEE'S MODIFICATIONS, INSTALLATIONS AND ALTERATIONS.

The Lessee, at its own expense, may remodel, or make additions, modifications or improvements to the Leased Property, provided that (i) such remodeling, modifications and additions (A) shall not in any way damage the Leased Property as it existed prior thereto and (B) shall become part of the Leased Property; (ii) the value of the Leased Property after such remodeling, modifications and additions shall be at least as great as the value of the Leased Property prior thereto; and (iii) the Leased Property, after such remodeling, modifications and additions, shall continue to be used as provided in and shall otherwise be subject to the terms of this Lease. Lessee agrees that prior to beginning any construction on the property it shall obtain all authorizations required by the New Mexico Public Education Department, PSCOC or New Mexico Public School Facilities authority, including but without limitation, approvals required by local and state building authorities. Lessee shall obtain Lessor's consent in writing before undertaking any modification, installation, or alteration when the cost of the work to be performed exceeds \$5,000. Unless otherwise required by law or agreed in writing between Lessor and Lessee, all work for any improvements in or on the Leased Property shall be performed by Lessee at its own cost and expense. Lessee shall only perform additional installations, alterations and improvements in conformance with the terms of this Lease. Lessor agrees that it will not unreasonably withhold its approval of requests made by Lessee hereunder and that Lessor will not unreasonably withhold consent or otherwise prevent Lessee

from obtaining and receiving capital funding for construction, repairs and maintenance to the Leased Property. Lessee agrees to consult with Lessor prior to seeking appropriations or other funding for capital projects to the Leased Property.

11. REPAIR AND MAINTENANCE OF LEASED PROPERTY.

- (a) E-Occupancy. Lessee at its expense shall bring and maintain the leased facility and Leased Property to Educational Occupancy ("E-Occupancy") level, as evidenced by a valid and current E-Occupancy certification from state/local building/fire authorities.
- (b) Building Structure. Lessee at its expense shall maintain and keep in good repair and in safe, sound and secure condition all structural portions and all exterior parts of all Buildings on the Leased Property, including the foundation, floor/ceiling joists, weight-bearing walls, columns, beams, roof, exterior doors, windows, including glass, portals, canals, and all outside drains, electrical, plumbing and gas supply lines and water wells/pipes and related equipment (the "Building Structure").
- (c) Facilities Master Plan. Lessee agrees that Lessee is responsible for and shall be required to make all of the repairs/improvements and to undertake all of the maintenance for all of the items set forth for the Facilities Master Plan for RRVCS. Lessee shall be included in and kept on the District's Facilities Master Plan.
- (d) Building Systems. Lessee at its expense shall maintain and keep in good repair and working order and in safe, sound and healthful condition all electrical, heating, cooling, water supply, septic, and plumbing equipment, fixtures and systems serving the Leased Property.
- (e) Roads, Parking and Playground. Lessee at its expense shall maintain and keep in good repair and in safe, sound and secure condition all access roads, driveways, parking lots, sidewalks, and all other areas in, on or about the Leased Property.
- (f) Technology. Lessee anticipates receiving funding from E-rate for technology and will install and maintain all technology and infrastructure for electronic and telecommunications systems.

(g) Lessee's Furniture, Equipment, and Interior Furnishings. During the Lease Term, Lessee at its expense shall purchase, maintain, repair and replace as reasonably necessary all school furniture, such as desks and book shelves, school equipment (for which Lessee is responsible), such as computer work stations, and interior furnishings of the school facilities, such as carpeting; provided, however that Lessor shall allocate and make available to Lessee for such expenditures in each Lease Year a proportionate amount of the total funds received by Lessor pursuant to Senate Bill 9 and House Bill 33 mill levy proceeds. In each Lease Year, Lessee's proportionate share of such mill levy proceeds received by Lessor shall be not less than the percentage of the Red River Valley Charter School's student enrollment compared to the total student enrollment for all QISD schools in such year.

(h) Other Lessee Repair and Maintenance Obligations. Lessee at its expense shall maintain and keep the entire interior of Building in clean and sanitary condition by providing ordinary, necessary, and customary janitorial and custodial services. Lessee shall be responsible for snow removal from all sidewalks on the Leased Property. Lessee shall be responsible for watering all landscape plantings on the Leased Premises.

(i) Compliance with Law and Regulations. Throughout the Lease Term and any Renewal Term, Lessee shall cause the Leased Property to be in compliance with all applicable laws, regulations, ordinances, and requirements of government and their agencies including but not limited to the Federal, State, County and Municipal Governments, and each of them, and of any and all of their individual administrative departments, agencies, bureaus, commissions and officials, including those relating to health, safety and the environment; all requirements of the local fire insurance rating organization; and all requirements of all insurance companies writing policies covering the Leased Property or any part or parts thereof; regardless of whether any of the foregoing requirements are now in force or hereafter become enacted and take effect. Lessee at its expense shall make any repairs, changes or alterations to the Leased Property required by reason of any of the foregoing. Lessee shall pay all costs, expenses, fines, penalties or damages that may in any manner arise out of or be imposed because of the failure of the Leased Property to

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comply with this provision. Lessor reserves the right upon notice to Lessee and at all reasonable times to enter the Leased Property for the purposes of inspecting the Leased Property and performing all work as may be necessary to assure compliance with this provision, subject to reasonable school safety/security measures and requirements established by Lessee.

(j) **Lessor's Limited Contribution Toward Maintenance and Repairs.**

(k) Notwithstanding Lessee's obligations for maintenance and repairs to the Leased  
(l) Property at its expense as provided for in Subparagraphs 11( a) through 11(i),  
(m) Lessor agrees to contribute to needed maintenance and repairs to the Leased  
(n) Property during Years 1 and 2 (the first twenty- four months) of the Lease Term  
(o) up to an amount equal to ten(10) per cent of Base Rental paid by Lessee to  
(p) Lessor each year. Lessee shall be responsible for requesting maintenance and  
(q) repairs subject to this provision in writing to the Superintendent of Schools. The  
(r) Superintendent of Schools shall provide Lessee a written accounting of costs for the  
(s) maintenance and repairs conducted upon the Leased Property on a monthly basis.  
(t) The Parties agree that Lessor shall have no obligations regarding maintenance and  
(u) repairs of the Leased Property beyond the cost equivalent to ten (10) per cent of the  
(v) Base Rental for Years 1 and 2.  
(z)

(aa) **12. UTILITIES AND INSURANCE.**

(bb) (a) Lessor's Property Insurance. Lessor at its expense shall carry special form  
(cc) property insurance insuring the Leased Property at its full replacement value  
(dd) throughout the lease Term and any Renewal Term, and insuring all of its personal  
(ee) property, including any fixtures, located in the Leased Property.  
(ff)

(gg) (b) Lessee's Property Insurance. Lessee at its expense shall insure itself against loss  
(hh) or damage to Lessee's personal property in the Leased Property.  
(ii)

(jj) (c) Comprehensive Liability Insurance. Lessor and Lessee shall, each at its own  
(kk) expense, maintain a policy or policies of comprehensive general liability  
(ll) insurance with respect to the respective activities of each in and on the Leased  
(mm) Property with the premiums thereon fully paid on or before due date, issued by  
(nn) and binding upon insurance companies approved by, and brokered through, the  
(oo) New Mexico Public Schools Insurance Authority.  
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(e) Casualty Loss. If during the Lease term or any Renewal Term the Leased Property is rendered unusable by Lessee, whether in whole or in part, as a result of fire or any other casualty, Lessee's obligation to pay rent shall abate during such period in proportion to Lessee's loss of use of the Leased Property. In the further event that restoration of the Leased property is impossible within ninety (90) days after such occurrence, then Lessee shall have the right to terminate this Lease upon thirty (30) days prior written notice to Lessor.

(f) Utilities Payable by Lessee. Lessee at its expense shall pay all utility charges including water, electricity, natural gas and refuse collection, that may accrue by reason of Lessee's occupancy and use of the Leased Property. Lessee shall pay utility amounts directly to the charging entity.

13. INSPECTION OF THE LEASED PROPERTY. The Lessor and its duly authorized agent shall have the rights (out shall have no obligation), on reasonable advance notice to the Lessee, at all reasonable times, at its expense, to examine and inspect the Leased Property (subject to such regulations as may be imposed by the Lessee for security purposes). Upon reasonable advance notice, the Lessor and its duly authorized agent shall also be permitted (but shall have no obligation), at all reasonable times, to examine the books, records, reports and other papers of the Lessee with respect to the Leased Property.

14. INDEMNITY AND RELATED PROVISIONS. Lessor shall not be liable for any injury to any person, or for any loss of or damage to any property (including property of Lessee) occurring in or about the Leased Property from any cause whatsoever, other than from the negligence or willful misconduct of Lessor or its employees, agents or contractors, or from Lessor's breach of its obligations hereunder. To the extent permitted by law and subject to the immunities provided by law, including those provided in the New Mexico Torts Claims Act, Lessee shall indemnify, defend and save harmless Lessor, its officers, agents, employees and contractors from all losses, damages, fines, penalties, liabilities and expenses (including Lessor's personnel and overhead costs and attorneys' fees and other costs incurred in connection with such claims, regardless of whether claims involve li

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litigation or bankruptcy) resulting from any actual injury to any person or from any actual loss of or damage to any property occurring on the Leased Property and attributable to Lessee's negligence or willful misconduct or to Lessee's breach of its obligations hereunder. Lessee agrees that, to the extent permitted by law and subject to the immunities provided by law, the foregoing indemnity specifically covers actions brought by its own employees. The indemnification provided for in this Paragraph with respect to acts or omissions during the Term shall survive termination or expiration of this Lease. Lessee shall promptly notify Lessor and Lessor of casualties or accidents occurring in or about the Leased Property. Notwithstanding the foregoing, if losses, liabilities, damages, liens, costs and expenses so arising are caused by the concurrent negligence of both Lessor and Lessee, their employees, agents, invitees and licensees, Lessee shall indemnify Lessor only to the extent of Lessee's own negligence or that of its agents, employees, invitees or licensees to the extent permitted by law and subject to the immunities provided by law.

15.DEFAULT: EVENTS OF DEFAULT DEFINED

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(a) Any of the following shall constitute an "Event of Default" under this Lease:

- i. failure by the Lessee to vacate the Leased Property after an Event of Nonappropriation as defined in this Lease. Lessee specifically agrees, that it shall not declare or cause to be declared an Event of Appropriation unless the New Mexico Legislature eliminates or discontinues funding for lease reimbursement payments to charter schools, and Lessee in its sole discretion determines that it is unable to pay Base Rental amounts from other funding sources;
- ii. any sublease, assignment, encumbrance, conveyance or other transfer of the interest of the Lessee in all or any portion of the Leased Property made without written approval by Lessor: or
- iii. failure by either party to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (i) or (ii) above, for a period of forty-five (45) days after written notice, specifying such failure and requesting that it b
- iv.

v. died, shall be given to the defaulting party by the non-defaulting party, unless the non-defaulting party shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the other party shall not withhold its consent to an extension of such time if corrective action shall be instituted within the applicable period and diligently pursued until the default is corrected.

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b. The provisions of this Section are subject to the following limitations:

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- i. the Lessee shall be obligated to pay Base Rentals only during the Lease Term; and
  - ii. if, by reason of Force Majeure, which shall include without limitation, delays in funding distributions beyond Lessee's control caused by any governmental funding source, or the Lessee shall be unable in whole or in part to carry out any agreement on its part herein contained, the Lessee shall not be deemed in default during the continuance of such inability; provided, however, that the Lessee shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing the Lessee from carrying out such agreement.

16. REMEDIES ON DEFAULT.

t (a) Whenever any Event of Default on this Lease occurs or is anticipated to occur, the non-defaulting party shall notify the defaulting party of said Event of Default prior to expiration of the time to cure such Event of Default and without impairing the defaulting party's opportunity to cure the Event of Default. The non-defaulting party shall act in good faith and take all reasonable measures to assist the defaulting party in effectuating a cure of the default.

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m (b) Whenever any Event of Default shall have happened and be continuing as to the Lease, the non-defaulting party may take one or any combination of the following, remedial steps:

- a. terminate the Lease and give notice to Lessee to vacate the Leased Property on or before June 30 of the year in which the Event of Default occurs;
- b. after declaring this Lease terminated, reenter the Leased Property and occupy the whole or any part thereof for and on account of Lessee and collect any unpaid Base Rentals and other charges, which have become payable, or which may thereafter become payable;
- c. sell, assign or lease its interest in all or any portion of the Leased Property. Notwithstanding Lessee's default nothing shall preclude Lessee from purchasing the Leased Property;
- d. cure the default at the defaulting party's expense, and withhold, reduce or offset any amount against any payments of Base Rent or any other charges due and payable under this Lease;
- e. enforce any provision of this Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under this Lease by specific performance, writ of mandamus or other injunctive relief; and
- f. take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease.

17. DEFAULT BY LESSEE.

Lessee shall be in default under this Lease only if Lessor serves upon Lessee a written notice specifying the alleged default and Lessee does not remedy the failure within forty-five (45) days following the receipt of notice thereof or in the case of failure which takes more than 45 days to cure, if Lessee (or any secured party) has not commenced to remedy the same and is diligently prosecuting the same within such time period. Lessor shall not exercise any remedies available to it until the grace period provided for in this section has elapsed.

18. NOTICE OF INTENT TO TERMINATE LEASE. Lessor agrees to notify Lessee by

no less than sixty (60) days prior to its intent to terminate this Lease for default.

19. This section intentionally left blank.

20. HOLDOVER. Any holding over by Lessee after the expiration or termination of the Term or any Renewal Term shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this Lease.

21. ASSIGNMENT AND SUBLETTING. Lessee shall not assign the Lease or sublet the Leased Property without Lessor's prior written consent.

22. WAIVER. Failure of Lessor or Lessee to insist upon the strict performance of any provision or to exercise any option shall not be construed as a waiver of the future performance of any such provision or option. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing and signed by the waiving party. No payment by Lessee or receipt by Lessor of an amount less than the Base Rentals shall be deemed to be other than on account of the earliest Base Rentals then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Base Rentals be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such Base Rentals or pursue any other remedy provided in this Lease. Neither acceptance of the keys nor any other act or thing done by Lessor or any agent or employee of Lessor during the Term herein demised shall be deemed to be an acceptance of a surrender of the Leased Property, excepting only an agreement in writing signed by Lessor, accepting or agreeing to accept such a surrender.

23. SIGNAGE. Lessee shall have the right to install signage at its own expense on the Premises so long as it complies with applicable governmental regulations.

24. REQUIREMENTS FOR LESSEE'S RENEWAL. Lessee acknowledges that Lessee will only be allowed to exercise its option to renew the Lease if there is no uncured default under the terms of this Lease. Lessee hereby acknowledges that Lessee has assumed all obligations for compliance with this Lease.

25. RIGHT OF FIRST REFUSAL. The parties shall together annually review the facility needs of the parties in the context of the District's Facilities Master Plan. During the Initial Term and any renewal term under this Lease, the Lessor shall give and Lessee shall have the right of first refusal on any other QISD properties which are no longer utilized by QISD for its educational purposes or which are planned to be vacated by QISD.

26. MISCELLANEOUS PROVISIONS.

- (a) Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm, partnership, association, or any other similar entity. If Lessee constitutes more than one person, the obligations imposed under this Lease upon Lessee shall be joint and several.
- (b) The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.
- (c) This instrument is an integrated writing and supersedes any oral statements or representations or prior written matter not contained in this instrument. This instrument may not be modified orally or in any other manner other than by an agreement in writing signed by all the parties to this Lease or their respective successors in interest or permitted assigns.
- (d) Time is of the essence of each term and provision of this Lease.
- (e) Lessee represents that it has not had any dealings with any realtor, broker, or agent in connection with the negotiation of this Lease and agrees to pay and to hold

Lessor harmless from any cost, expense, or liability for any compensation, commission, or charges claimed by any realtor, broker, or agent claiming to represent Lessee, with respect to this Lease or the negotiation of this Lease. Lessor agrees to hold Lessee harmless from any cost, expense, or liability for any compensation, commission, or charges claimed by any realtor, broker, or agent claiming to represent Lessor with respect to this Lease or the negotiation of this Lease.

- (f) Each provision to be performed by Lessee or Lessor shall be construed to be both a covenant and a condition, and if more than one person constitutes Lessee, all names constituting Lessee shall be bound jointly and severally by those provisions.
- (g) All rights and obligations under this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto. Each person executing this Lease represents that he or she is an agent or representative of a party hereto duly authorized to execute this Lease on behalf of such party and to bind that party to the performance of such party's obligations hereunder and the he or she has no authority to bind either parties, employees, officers, directors, board members or governing council members, their successor or assigns, individually to the obligations of this Lease.
- (h) All covenants, stipulations, promises, agreements and obligations of the Lessor or the Lessee, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Lessee or the Lessor, as the case may be, and not of any member, director, officer, employee, servant or other agent of the Lessee or the Lessor in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any

member, director, officer, employee, servant or other agent of the Lessee or the Lessor or any natural person executing this Lease or any related document or instrument.

- (i) No notice or other communication given in connection herewith shall be validly given, unless in writing and delivered in person or sent by registered or certified United States mail or an express mail service to the address set forth in Paragraph 28 or to such other addresses as Lessor or Lessee may from time to time designate in writing and deliver to the other. Notices or other communications shall be deemed given or received upon delivery, if delivered in person, or upon forty eight (48) hours after deposit in the mail, if delivered by mail or by an express mail service.
- (j) If any provision of this Lease or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- (k) Anything to the contrary herein notwithstanding, Lessee is not the Lessor's agent for any purpose whatsoever, nor is Lessor the Lessee's agent.
- (l) The rights and remedies of Lessee and Lessor under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed at law or in equity. All indemnities and other similar obligations of either party hereunder which by their nature extend beyond the expiration or earlier termination of this Lease shall survive such expiration or earlier termination.
- (m) If Lessee fails to perform any duty under this Lease, or otherwise breaches this Lease and fails to cure such breach after notice thereof and within the applicable cure period, Lessor may, at its option, perform such

obligations or undertake such cure, and Lessee upon demand shall pay Lessor the costs incurred by Lessor in connection therewith.

- (n) If Lessor fails to perform any duty under this Lease, or otherwise breaches this Lease and fails to cure such breach after notice thereof and within the applicable cure period, Lessee may, at its option, perform such obligations or undertake such cure, and offset against Base Rentals the costs incurred by Lessee in connection therewith.
- (o) This Lease may be executed in counterparts, and each counterpart will be deemed to be an original, including any signatures of the Lessor as to consent.
- (p) Lessee may file a "Memorandum of Lease Agreement" in the real estate records of Taos County.
- (q) Lessor agrees that Lessee shall remain eligible and receive all capital outlay distributions to which it is entitled in accordance with state law.
- (r) The Parties hereby acknowledge that each of them has read and understands the terms and conditions of the Lease, has had an opportunity to consult with independent legal counsel and to affirmatively participate in the drafting of this Lease. Each Party enters into this Lease freely and with a full understanding of all of its terms and conditions, and accordingly, in the event of a dispute over the meaning of this Lease or the intent of the Parties, no provision herein shall be construed against either Party as the drafter thereof.
- (s) Each party represents to the other that it has full power and authority to enter into this Lease; that all actions necessary for the execution of this Lease have been taken; and that each person signing below has been duly authorized to sign this Lease and bind such party to all of its terms, provisions and conditions.
- (t) This Lease sets forth all of the covenants, promises,



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands  
the day <sup>and</sup> ~~nd~~ year first written above.

Red River Valley Charter School, as LESSEE:

By: 

Name: Karen M. Phillips

Title: School Administrator

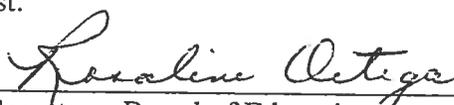
Board of Education of the Questa Independent School District, as LESSOR:

By: 

Name: Jose Lovato

Title: President, Board of Education

Attest:

  
Secretary, Board of Education

# RED RIVER VALLEY CHARTER SCHOOL

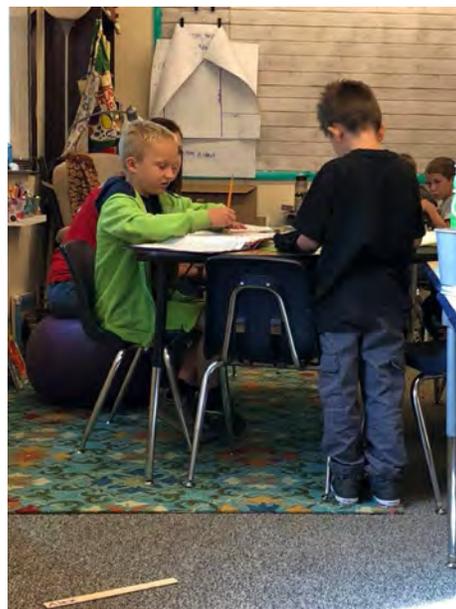
## EDUCATIONAL SPECIFICATIONS & 5 YEAR FACILITIES MASTER PLAN

Red River, New Mexico | 2019 - 2024

500 East High Street  
Red River, New Mexico 87558

administration@redrivervalleycs.com

(575)754-6117



12.17.2018

HENRY ARCHITECTS

## ACKNOWLEDGEMENTS

### **Red River Valley Charter School**

500 East High Street  
Red River, New Mexico 87558

P.O. Box 742, Red River, NM, United States

Original charter date - 2001  
Current enrollment cap - 100

#### **Governance Council**

Courtney Henderson, President  
Jenna Grubbs, Vice President  
Davia Richard, Secretary  
Heather Larson, Treasurer  
Joe Ben Mandonado, Member

#### **Steering Committee Members**

Kimberly Ritterhouse-School Administrator  
Courtney Henderson-Governance Council President  
Heather Larson-Governance Council Treasurer  
Martie Lockwood-Community Member  
Katy Pierce-Community Member

#### **PSFA**

Bill Sprick, Facilities Master Planning Manager

#### **Planning Consultant**

Henry Architects LLC

## **Introduction** **Charter School Overview**

### **1.1 Goals/Mission**

- 1.1.1 Mission
- 1.1.2 Educational philosophy

### **1.2 Process**

- 1.2.1 Process for Data Gathering and Analysis

### **1.3 Issues and Findings**

### **2.0 Projected Conditions**

- 2.1.1 Programs overview

### **2.2 Proposed Enrollment**

- 2.2.2 Proposed Enrollment
- 2.2.2 Classroom loading policy
- 2.2.4 Classroom needs

### **2.3 Site and Facilities**

- 2.3.1 Location/site
- 2.3.4 Facility evaluation

### **2.4 Utilization Analysis**

- 2.4.1 Special Factors

### **2.5 Facility Maintenance**

- 2.5.1 Facility Goals/ Maintenance Projects

### **3.0 Proposed Facility Requirements (Ed Spec)**

- 3.1.1 Facility Goals and Concepts
- 3.1.2 Concepts

### **4.0 Capital Plan**

- 4.1 Total Capital Needs

### **5 Master Plan Support Material**

- 5.1 Sites and Facilities Data Table
- 5.2 Site Plan
- 5.3 Facility Evaluation
- 5.5 Detailed Space and Room Requirements

### **6 Appendix**

- A. Meeting Minutes - Board Approval of DRAFT RRVCS FMP



# Abbreviations, Acronyms/ Definitions

## Abbreviations, Acronyms/ Definitions

ADA.	Americans with Disabilities Act
AMOG	Annual measurable objectives
AYP	Annual yearly progress
CIP	Capital improvement projects or plan
EdSpec	Educational specifications
FAD	Facility adequacy database
FMP	Facility Master Plan
FCI	Facility condition index
GC	Governing Council
GSF	Gross square feet, or the sum of net assignable square feet plus all other building areas that are not assignable (the area remaining is called "tare," which includes areas such as hallways, mechanical areas, rest rooms, and the area of interior and exterior walls)
HVAC	Heating, ventilating, air conditioning
IEP	Individualized education program
NASF	Net assignable square feet, or the total of all assignable areas in square feet
NMAC	New Mexico Administrative Code
NMCI	New Mexico Condition Index
NMPED	New Mexico Public Education Department or PED
PE	Physical education
PSCOC	Public School Capital Outlay Council
PSFA	Public School Facilities Authority
PTR	Pupil/teacher ratio
QISD	Questa Independent School District
RRVCS	Red River Valley Charter School
TMSD	Taos Municipal School District
WAP	Wireless access point



## **Charter School Overview:**

Red River Valley Charter School (RWCS) opened its doors in 2001. The school was founded by a group of local business women and mothers to ensure that a local school would be available for the children of Red River. The school now enrolls 100 students in grades k-8. The enrollment cap is 100.

We at Red River Valley Charter School think of your children as our children. Our goal is to help give them the skills and desire to excel in whatever field of endeavor they choose to pursue in the future. Of equal importance is that we foster a sense of self-discipline and control, imparting to them the self-confidence they need to achieve their highest potential while respecting all others and treating them with kindness.

## **Statement acknowledging review:**

We have reviewed the:

- o Statewide Adequacy Standards NMAC 6.27.30
- Charter-Alternative School Statewide Adequacy Standard Variance

## **Organization**

Five main sections and this introduction comprise the master plan and educational specification

### **Section 1**

Goals / Process presents the charter school's goals and the planning process

### **Section 2**

Existing and Projected Conditions presents programs and delivery methods, enrollment, details about the school's existing facilities, and technology and energy management. It outlines facility goals and concepts, details space needs and other facility requirements, and describes strategies for implementing space needs.

### **Section 3**

Facility Requirements presents facility goals and concepts, lists and diagrams specific facility needs to accommodate projected enrollment, and describes how the school will implement facility needs over time

### **Section 4**

Capital Plan presents information about capital resources, capital needs, project priorities, and capital project implementation

### **Section 5**

Master Plan Supporting Material contains details about school facilities, evaluations, plans, and other information



## 1.1.1 Red River Valley Charter School Mission Statement:

The mission of the Red River Valley Charter School is to provide every student the opportunity to develop academically, socially, and physically through quality learning experiences utilizing the Core Knowledge Curriculum.

### *Desired state of educational programs:*

Red River Valley Charter School (RRVCS) is a Core Knowledge School and as such, does not have textbooks that support the curriculum, instead teachers utilize the Core Knowledge website at [coreknowledge.org](http://coreknowledge.org) to locate units of study and lesson plans that correspond with the Core Knowledge Curriculum and Pacing Guides. In future, RRVCS would like to purchase Core Knowledge History books. The purchase of these books, will alleviate the number of copies made to support instruction. Teachers are creative and resourceful, however a set math curriculum that builds from K-5 could increase math scores. Currently, teachers are free to choose their curriculum as long as it meets both the state standards and the Core Knowledge focus.

The Core Knowledge Curriculum supports higher level thinking skills in all content areas. The possibility of monthly project based learning that moves beyond the classroom is a natural extension to our program. A few teachers have implement this type of learning and the goal is for more teachers to embrace this option. To support teachers, adding after school clubs such as robotics, mathmania, and other problem solving clubs is our goal.

### *Philosophy*

We at RRVCS think of your children as our children. Our goal is to help give them the skills and desire to excel in whatever field of endeavor they choose to pursue in the future. Of equal importance is that we foster a sense of self-discipline and control, imparting to them the self-confidence they need to achieve their highest potential while respecting all others and treating them with kindness.

## 1.1.2 Educational Philosophy

We at RRVCS think of your children as our children. Our goal is to help give them the skills and desire to excel in whatever field of endeavor they choose to pursue in the future. Of equal importance is that we foster a sense of self-discipline and control, imparting to them the self-confidence they need to achieve their highest potential while respecting all others and treating them with kindness.

Red River Valley Charter School (RRVCS) was granted Charter Status in academic year 2000-2001. RRVCS is authorized as a charter school by the state of New Mexico through the Public Education Commission. A Charter School is a free public school that is authorized to develop and implement an alternative curriculum and manage its own budget. Charter Schools involve parents in the decision making process of school governance.

Red River Valley Charter School has an integral theme based curriculum, Core Knowledge Sequence. We believe in a child-centered school that addresses the strengths, needs, interests, and cultures that equip our students with the knowledge and skills needed to meet challenges and succeed in a rapidly changing world.



## 1.2.1 Process for Data Gathering and Analysis

The individual representing the school authorized as contact on issues and questions related to this submission is Alix Henry, MArch, NCARB; Henry Architects, LLC. 575.776.2761 henry.architects@gmail.com.

### Authority and Facilities Decision Making

Questions and issues related to this submission should be directed to Kimberly Ritterhouse, school administrator.

### Planning process

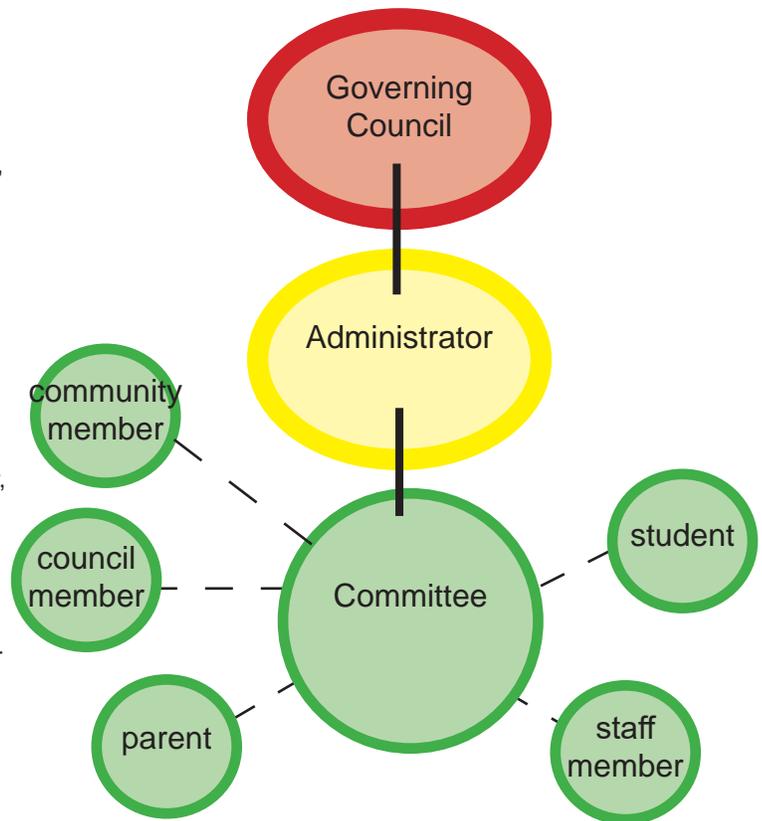
The process for capital planning and decision making falls to committee. Committees are comprised of parents, council members, staff, and community stakeholders. Information gathered in committee is brought to monthly council meetings to discuss and vote upon. Committees vary in size and participation.

A typical committee consists of one council member, one staff member, one community member, and one parent. At times, when the discussion directly relates to the student body, a student is asked to participate.

The steering committee is the Governing Board. However, at times, stakeholders with expertise provide insight into projects. When these stakeholders help to guide the council, they are not allowed to bid on the project.

The FMP from 2011-2016 was reviewed and applicable portions incorporated into this updated FMP. The administrator and planning consultant walked through the facility to review existing conditions.

An open meeting at a regularly scheduled governance council meeting in workshop format for consideration of elements that would improve the facilities. The process provided the foundation for the updates within this document.



# 2.1 Projected Conditions- Programs and Delivery Methods

## 2.1.1 Programs overview

Proposed Capital Outlay Projects (use of GRT funds for most)

### Instructional Organization

The teachers and staff of the Red River Valley Charter School take our responsibility in the education of your child very seriously. It is a challenge, and a privilege to help mold the future of these children, and ultimately of our Nation. One of the most important factors in our success is recognizing that we are only one part of the process. Equally critical is the active and continuous involvement of parents and children in helping us to achieve excellence.

Our philosophy of education is to create a foundation for self-initiated, life-long learning. In this we take an integrated approach combining traditional academics with creative and innovative teaching practices. It is clear that reading, math, and writing are the building blocks for learning. However, the ultimate goal of our program is to instill in our students an excitement for learning. In an increasingly technologically advanced society education must be continuous and those who will succeed are those who possess the tools for learning, and the adaptability necessary for change.

In putting this philosophy into practice we believe that the Core Knowledge Curriculum developed by Dr. E. D. Hirsh, Jr., is currently the most effective and innovative approach in American education ([www.coreknowledge.org](http://www.coreknowledge.org)). Core Knowledge provides children with a strong foundation of knowledge in traditional disciplines, while encouraging innovative thinking and multi-disciplinary integration. In effect, what we teach in reading, builds on what we teach in math, which builds on what we teach in science, and so forth.

Of critical importance in this process is developing a solid foundation in reading and mathematics in every student, as early as possible in their educational career. For our reading instruction in our younger grades, we follow a variety of programs that incorporate multi-sensory, comprehensive, systematic approaches to phonics. In addition, we implement several other programs for reading comprehension and writing skills- Guided Reading, Accelerated Reading, Literature Circles, Reading Street. For our Math program we use a variety of curriculum resources such as Accelerated Math, Go-Math, SRA Real Math, Saxon Math, and Littel McDougal Math. These curriculums build and continuously reinforce fundamental skills.



## General Instructional Organization

RRVCS provides instruction for grades pre-k through 8th grade. We have 6 classrooms, and of those classrooms two are self-contained and 5 are multi-grade level. Pre-k and Kindergarten are each their own class, first and second grade are together, third and fourth grade are together, fifth and sixth grade are together, and seventh and eighth grade are together. Each of these classes utilize the Core Knowledge Curriculum to deliver content and prepare the students to progress to the next level.

## Alternative Methods of Educational Program Delivery

RRVCS has a variety of learners and our teachers work to meet the needs of each individual student. Content is presented in ways that capture more than one learning modality. Teachers provide visual, auditory, and kinesthetic connections throughout the school day. Whole group, small group, individual, push-in, pull-out, occupational therapy, speech, and physical therapy are daily approaches to meet the needs of our students. Occupational therapy, speech, and physical therapy are provided per a student's IEP. RRVCS also utilizes the school counselor during the teach day as extra support, as needed. Gone are the days of lecturing, rote, and regurgitation of knowledge. It is replaced with thinking, doing, extending, problem solving, and supporting.



## Scheduling Approach

All classes at RRVCS are self-contained and each teacher is responsible for providing the content for the grade level(s) he/she teaches. The only exception to this is the seventh and eighth grade class. Because the seventh and eighth grade teacher is also the physical education instructor, this class has another teacher for science. The students receive science daily, from 1:15 p.m.-2:45 p.m. while their regular classroom teacher is conducting physical education classes on a rotation basis.

Teachers at RRVCS block the morning into math and literature and the afternoon for science and history. During the morning, the special education teacher pushes-in and assists students who need the additional support. The special education teacher also has pull-out times where she teaches small group and individual, with the focus on supporting IEP goals.

## Anticipated Special Curricular/ Extracurricular Activities

The teachers and staff would like to expand learning beyond the school day by offering after-school clubs that focus on problem solving, real world experiences, and technology. Eventually, we would like to offer robotics, drama with an emphasis on history, art with an emphasis on science, and a mathematics and technology institute. Opportunities such as these will enhance the happenings in the classroom and support the development of our students through increased awareness and an appreciation of academics beyond the classroom.



1. Enter the date the Local Board or Governance Council approved the School Calendar: 1-May-2018
2. **Block** all Non-Instructional days (Note: Only include In-Service and Professional Development Days).
3. **Shade** all observed Holidays (Note: Holidays are **not** included in the Non-Instructional Day counts).
4. The first Instructional day is: 13-Aug-2018. The last Instructional day is: 22-May-2019.
5. **Strike** all days prior to the first day of instruction and after the last day of instruction.
6. Include the Total Instructional and Non-Instructional Days for each month in the spaces provided below each month.
7. Are you operating on a 4-Day or 5-Day week? 4 Day

2018								
July		August		September				
Sun	Mon	Tues	Wed	Thurs	Fri	Sat		
1	2	3	4	5	6	7		
8	9	10	11	12	13	14		
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		
29	30	31						
July Instructional Days	0		Aug. Instructional Days	12		Sep. Instructional Days	16	
Non-Instructional Days	0		Non-Instructional Days	5		Non-Instructional Days	0	
2018								
October		November		December				
Sun	Mon	Tues	Wed	Thurs	Fri	Sat		
1	2	3	4	5	6			
7	8	9	10	11	12	13		
14	15	16	17	18	19	20		
21	22	23	24	25	26	27		
28	29	30	31					
Oct. Instructional Days	16		Nov. Instructional Days	16		Dec. Instructional Days	13	
Non-Instructional Days	0		Non-Instructional Days	0		Non-Instructional Days	0	
2019								
January		February		March				
Sun	Mon	Tues	Wed	Thurs	Fri	Sat		
6	7	8	9	10	11	12		
13	14	15	16	17	18	19		
20	21	22	23	24	25	26		
27	28	29	30	31				
Jan. Instructional Days	16		Feb. Instructional Days	16		March Instructional Days	16	
Non-Instructional Days	0		Non-Instructional Days	0		Non-Instructional Days	0	
2019								
April		May		June				
Sun	Mon	Tues	Wed	Thurs	Fri	Sat		
7	8	9	10	11	12	13		
14	15	16	17	18	19	20		
21	22	23	24	25	26	27		
28	29	30						
April Instructional Days	15		May Instructional Days	14		June Instructional Days	0	
Non-Instructional Days	0		Non-Instructional Days	5		Non-Instructional Days	0	
<b>Total Instructional Days: 150</b>		<b>Total Non-Instructional Days: 10</b>		Reminder: Holidays should not be included in the Non-Instructional Day counts.				
2018-2019 Membership Reporting Dates:								
*October 10, 2018 (40 Day) - 1st Reporting Period in October (2nd Wednesday in October)								
*December 3, 2018 (80 Day) - 2nd Reporting Period (December 1 or first working day in December)								
*February 13, 2019 (120 Day) - 3rd Reporting Period (2nd Wednesday in February)								

County: Taos District/Charter: Red River Valley Charter School PED # 539001

## Additional Educational Programs

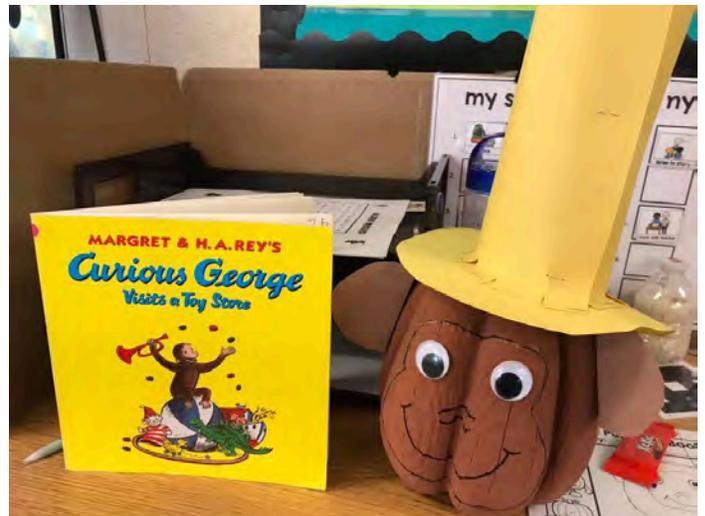
RRVCS intends to close the achievement gap through opportunities that connect learning in the classroom to clubs offered after school. Options RRVCS is considering include: robotics, drama through history, art and science, and mathematic connections. These club options will provide opportunities for students to problem solve, team build, connect, and apply skills and knowledge.

Parent Involvement-RRVCS strives to involve parents in the happenings of the classes, the school events, and the community events. It is important for parents to be involved. The teachers, staff, and administrator encourage parents to get involved, engage with their children, monitor their children's progress, attend parent and community events where the students play a role, and support their children.

RRVCS coordinates a monthly parent engagement activity that include both academic and social focus. Some school-wide parent engagement activities include: literacy night, Living History Day, Math and Science night, Thanksgiving Lunch, Open House and Parent/Teacher Conferences, and various awards ceremonies.

RRVCS Teachers also plan parent engagement events in their classrooms. Some examples are Pumpkin Project Book Reports, Christmas Plays, Historical re-enactments, and mini-conferences.

Joint/Shared Usage of the Multi-Purpose Facility-RRVCS has welcomed two Zumba instructors and their classes in this space. Each teacher taught her class in the space for one year. A Questa cheer team is in the process of gathering the appropriate forms and will begin practice this month (Nov). This space has been used by eighth grade graduates as a large space in which to work on their Senior Projects for high school. Meetings and assemblies have used this space, too.



## 2.2 Proposed Enrollment

### 2.2.1 Enrollment

2.2.1 RRVCS, according to our charter has a cap of 100 students K-8. Pre-K is figured separately and has a cap of 10. Charter Renewal is 2021, and there is a desire to split the first and second grade class, but only if it appears to be sustainable. At this it does not appear reasonable to split. There are 10 kindergarten students, with none on the waiting list. Therefore, splitting at this time is not possible. However, it is something that we would like to do if enrollment were to increase.

Proposed Occupancy for proposed facility will remain the same. There is a cap of 10 students in the pre-k, a cap of 14 students in the kindergarten (18 with a full time teaching assistant), and 18 students per classroom grades one through eight. Should the school find the need for the addition of another classroom, it would seek the advice of the governing board.



### 2.2.2 Classroom loading policy

The teacher to student ratio is

Pre-K 10/1

K-14/1

1-8-18/1

Throughout the day the classes may have additional teacher support in the form of educational assistants, special education teacher, school counselor, occupational therapist, and/or speech therapist.

### 2.2.3 Classroom needs

The portable buildings need to be replaced with a permanent structure. The permanent building should provide four classrooms, an office, and a library. Although there is not a plan to increase enrollment at this time, RRVCS wants to keep options open and consider increasing enrollment in the future. The past five years have seen decreased enrollment; therefore, it would not be in the best interest of the school at this time.



RRVCS has a multi-purpose building serves as a meeting space, the cafeteria, an assembly hall, an occupational therapy gym, a school gym, and a community space. The library serves as a library, after school tutoring/study room, and a small group pull out room. The special education room serves as an office and meeting room, a pull out room, and a safe place for students with special needs. The reading resource room serves as an office, a pull out room, and a meeting space. RRVCS also utilizes outdoor spaces as additional learning spaces for students working in small groups, or as individuals.



**itemized quantity and sizes of the spaces within the facility used to accommodate the school's educational program**

Room	Function	Number of Spaces	Square Footage
1	Multi-Purpose Classroom  Lunch, assemblies, art class, rehearsal space for plays and singing, additional space for co-teaching	1	1540
2	Storage Space P.E Equipment, games, and instructional materials	1	56
3	Science labs and instruction	1	300
4	Kitchen Food prep and Service	1	171
5	Office	3	154
6	Pre-K Classroom	1	1364
7	Kindergarten	1	1024
8	Fifth/Sixth Grade	1	980
9	Bathrooms-Boys and Girls	2 rooms, 6 spaces	
10	7 <sup>th</sup> /8 <sup>th</sup> Grade Classroom	1	896
11	Literacy Classroom	1	230
12	1 <sup>st</sup> /2 <sup>nd</sup> Grade Classroom	1	528
13	Additional classroom	1	552
14	3 <sup>rd</sup> /4 <sup>th</sup> Grade Classroom	1	552
14	Library/Spill over Classroom	1	575
15	Computer Classroom	1	759
16	Outdoor Classroom Space	2	?
Total		21	9681 (without outdoor classroom spaces included)

**2.2.4 Facilities Condition Index**

The school's facilities are in satisfactory physical condition; the NMCI score is 582; with a weighted NMCI 12.84%.

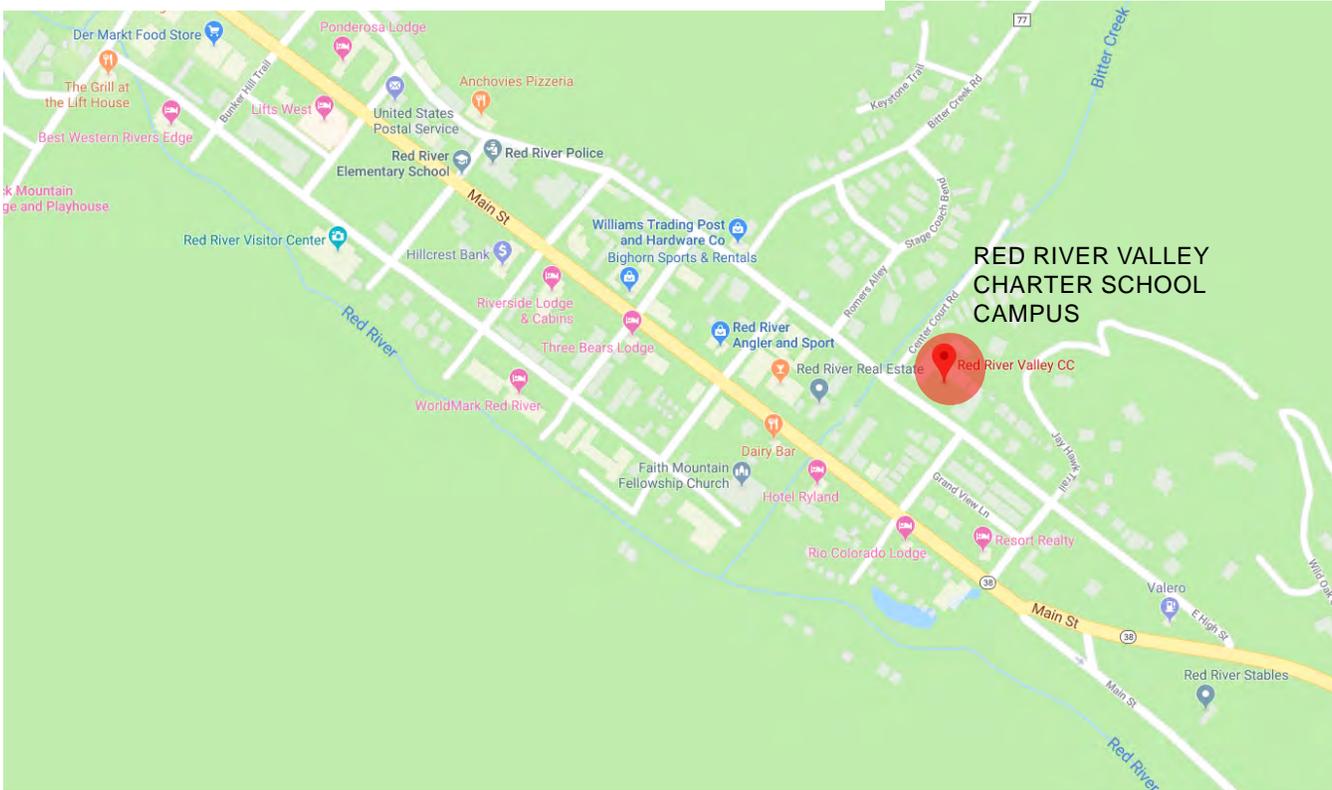
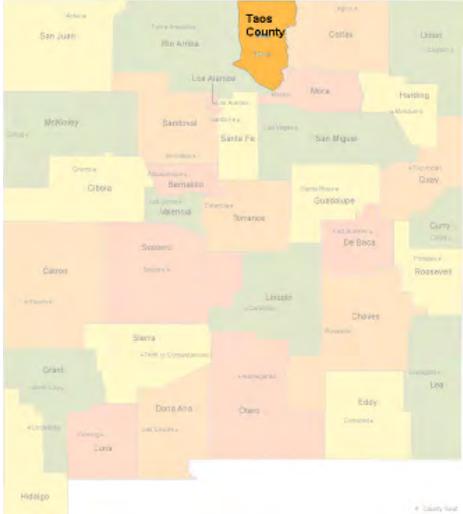


# 2.3 Site and Facilities

## 2.3.1 Location/site

RRVCS is located in Red River New Mexico.  
500 East High Street  
Red River, New Mexico 87558

**RED RIVER VALLEY  
CHARTER SCHOOL  
CAMPUS**



Map from google maps 2018

## 2.3.2 Facility Evaluation

The Red River Valley Charter School facility was assessed in 2017/2018 by the PSFA and was ranked 582 with a NMCI score of 12.84%.

2018-2019 wNMCI FINAL Ranking, By District Then Rank With Building FCI

FMAR Score	Rank	District	School Name	Building Name	Gross Area (Sq. Ft.)	wNMCI	Building FCI
		State Chartered Schools	Tierra Encantada Charter School	Addition (1963)	1,809		57.90%
		State Chartered Schools	Tierra Encantada Charter School	Addition (1969)	3,237		57.10%
	350	State Chartered Schools	Health Leadership Charter High School - TO	Overall Campus wNMCI Score	16,124	24.53%	
		State Chartered Schools	Health Leadership Charter High School - TO	Main Building (1984)	16,124		58.27%
	392	State Chartered Schools	Carinos de los Ninos Charter School	Overall Campus wNMCI Score	26,599	22.80%	
		State Chartered Schools	Carinos de los Ninos Charter School	Warehouse (1937) FKA Old Cafeteria	6,664		94.34%
		State Chartered Schools	Carinos de los Ninos Charter School	Warehouse (1976)	5,360		79.98%
		State Chartered Schools	Carinos de los Ninos Charter School	Original Building (1937)	15,594		74.08%
		State Chartered Schools	Carinos de los Ninos Charter School	Gym (1950)	6,752		67.96%
		State Chartered Schools	Carinos de los Ninos Charter School	Gym Addition (1960)	4,253		46.17%
	399	State Chartered Schools	Alma d' Arte Charter High School	Overall Campus wNMCI Score	47,308	22.18%	
		State Chartered Schools	Alma d' Arte Charter High School	Main Building (1936)	47,308		56.25%
	424	State Chartered Schools	La Promesa Early Learning Charter School	Overall Campus wNMCI Score	67,899	20.74%	
		State Chartered Schools	La Promesa Early Learning Charter School	Elite Campus Building - 5201 Central Ave	33,073		63.70%
		State Chartered Schools	La Promesa Early Learning Charter School	Building D - Classrooms (2013)	8,050		20.34%
		State Chartered Schools	La Promesa Early Learning Charter School	Building E - Classrooms (2013)	8,050		20.34%
		State Chartered Schools	La Promesa Early Learning Charter School	Building G - Classrooms (2013)	8,350		20.34%
		State Chartered Schools	La Promesa Early Learning Charter School	Building F - Cafeteria & Admin (2013)	10,376		19.84%
		State Chartered Schools	La Promesa Early Learning Charter School	Empty Shell Building #2 (2008)	7,956		7.90%
		State Chartered Schools	La Promesa Early Learning Charter School	Empty Shell Building #3 (2008)	7,956		7.90%
		State Chartered Schools	La Promesa Early Learning Charter School	Empty Shell Building #1 (2008)	10,134		7.90%
		State Chartered Schools	La Promesa Early Learning Charter School	Empty Shell Building #4 (2008)	10,134		7.90%
		State Chartered Schools	La Promesa Early Learning Charter School	Empty Shell Building #5 (2008)	10,134		7.90%
	445	State Chartered Schools	Academy of Trades and Technology Charter	Overall Campus wNMCI Score	21,045	19.51%	
		State Chartered Schools	Academy of Trades and Technology Charter	Main Building (1990)	21,045		56.71%
	455	State Chartered Schools	Cottonwood Classical Preparatory School	Overall Campus wNMCI Score	47,241	18.88%	
		State Chartered Schools	Cottonwood Classical Preparatory School - TO	Main Building (1991)	47,241		48.06%
	472	State Chartered Schools	Gilbert L Sena Charter High School	Overall Campus wNMCI Score	14,110	18.03%	
		State Chartered Schools	Gilbert L Sena Charter High School	School Building (1994)	14,110		60.81%
	484	State Chartered Schools	Walatowa Charter High School	Overall Campus wNMCI Score	18,251	17.63%	
		State Chartered Schools	Walatowa Charter High School	Youth Center / Gym (2003)	10,955		42.41%
		State Chartered Schools	Walatowa Charter High School	Tuff Shed Storage (2010)	2,688		18.36%
	531	State Chartered Schools	New America Charter School - Albuquerque	Overall Campus wNMCI Score	25,439	15.47%	
		State Chartered Schools	New America Charter School - Albuquerque	Classroom Building (1958)	4,536		46.67%
		State Chartered Schools	New America Charter School - Albuquerque	Gym (2014)	9,036		12.53%
		State Chartered Schools	New America Charter School - Albuquerque	Kitchen Addition to Gym (2017)	587		3.13%
	535	State Chartered Schools	La Tierra Montessori School of the Arts & Sci	Overall Campus wNMCI Score	14,482	15.40%	
		State Chartered Schools	La Tierra Montessori School of the Arts & Sci	Main Building (1963)	14,482		38.45%
	543	State Chartered Schools	Albuquerque School of Excellence Charter S	Overall Campus wNMCI Score	24,784	15.00%	
		State Chartered Schools	Albuquerque School of Excellence Charter S	Main Building (1995)	24,784		44.50%
	546	State Chartered Schools	New America Charter School - Las Cruces Ca	Overall Campus wNMCI Score	24,329	14.93%	
		State Chartered Schools	New America Charter School - Las Cruces Ca	Main Building (2012)	24,329		18.74%
	551	State Chartered Schools	The MASTERS Program Early College Charte	Overall Campus wNMCI Score	5,543	14.63%	
		State Chartered Schools	The MASTERS Program Early College Charte	Main Building (1994)	5,543		53.60%
	552	State Chartered Schools	Albuquerque Institute for Math and Science	Overall Campus wNMCI Score	21,016	14.55%	
		State Chartered Schools	Albuquerque Institute for Math and Science	Satellite Building (1992) - 1009 Bradbury	1,387		66.42%
		State Chartered Schools	Albuquerque Institute for Math and Science	Main Building (1967) - 933 Bradbury	18,365		49.47%
		State Chartered Schools	Albuquerque Institute for Math and Science	Satellite Building (2001) - 800 Basehart	1,264		47.07%
	561	State Chartered Schools	North Valley Academy Charter School	Overall Campus wNMCI Score	46,614	14.03%	
		State Chartered Schools	North Valley Academy Charter School	Room (1985 ?) In Strip Mall (rented space)	3,200		73.63%
		State Chartered Schools	North Valley Academy Charter School	Main Classrooms (2003) (5)	18,490		43.78%
		State Chartered Schools	North Valley Academy Charter School	Classroom and Restrooms Modular (2003)	7,377		43.24%
		State Chartered Schools	North Valley Academy Charter School	Admin Building (2003)	3,698		43.21%
		State Chartered Schools	North Valley Academy Charter School	Pre-K & Kindergarten (2003) (1)	1,849		43.15%
		State Chartered Schools	North Valley Academy Charter School	MultiPurpose / Cafeteria (2003)	8,400		43.13%
	582	State Chartered Schools	Red River Valley Charter School	Overall Campus wNMCI Score	14,766	12.84%	
		State Chartered Schools	Red River Valley Charter School	Permanent Building (2009)	3,072		30.14%
		State Chartered Schools	Red River Valley Charter School	Addition (2011)	7,408		22.39%

## 2.4 Utilization Analysis

This section identifies the recommended spaces to meet there education program and identified spaces.

### Identification of Special Factors

We do not have any under-utilized spaces and/or possible options to reduce square footage.

### Facility Description:

Red River Valley Charter School sits on a 2-acre site on 504 East High Street in Red River New Mexico leased from the Questa Independent School District. There are two portable buildings and two permanent building on site. The total square footage of the school is 14,766. The complex serves grades Pre-K through 8th, and has a staff of 13 including the cook, educational assistants, teachers, and office manager, plus 3-occupational therapist, speech therapist, school counselor for a total of 16.

The existing portables are in very poor condition. The portables have damaged or missing skirting and under-floor insulation, the flooring is damaged (there are holes to the exterior in some areas), the roofing needs to be replaced, the plumbing and HVAC systems all require upgrades, interior finishes need to be upgraded (carpet is torn, tile is missing or cracked), and the windows need to be replaced with insulated glass. If funding is unavailable for future new construction, the portables will require renovations to meet state adequacy standards and to accommodate to the needs of the faculty, staff, and students.



View at Entry to pre-K playground



Western Entry



Typical Classroom

**Facilities History** In 2009 and 2011, phases I and II of the new multi-purpose building were constructed using PSCOC funding. The building houses the multi-purpose room (cafeteria, indoor physical education, art, music, and special education programs), kitchen, science lab, administrative office, and pre-k classroom. The existing kitchen is not adequate to provide hot lunches, so the students bring their lunches and microwaves are made available to the students. The kitchen requires commercial equipment upgrades in order to provide hot lunches.

The multi-purpose building was designed for future expansion, and phase III of construction began in late 2011 using local bond funding. Phase III includes additional classrooms and ADA compliant restrooms.

**Facilities Future** Future construction phases should incorporate additional general and special education classrooms, administrative offices, equipment and records storage, and a new hands-on STEM learning space including a functioning science lab. The goal is to eliminate all of the portable buildings, and become a completely permanent school campus. Upon completion of all phases of new construction, the school would like to upgrade the exterior to either a wood siding or stucco finish to better blend with the neighboring Red River community. All of the existing portables will either be returned to the district or demolished.

The school currently leases the property from the district (with no maintenance included), and the school hopes to purchase the property in the next five years.

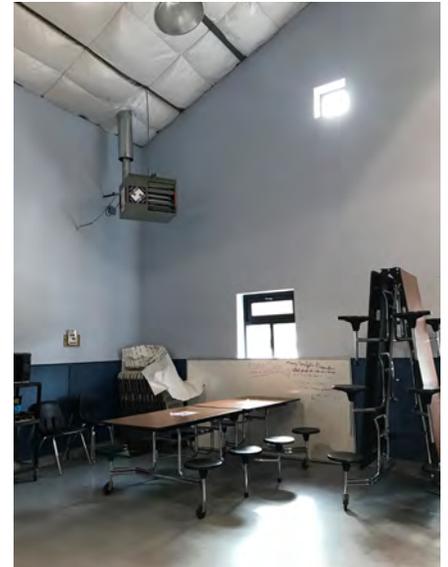
**Site:** The site includes a gravel and dirt play area with equipment. There is no available parking on site; however street parking and a nearby town-owned parking lot is available. There is not an adequate student drop-off/pick-up zone, and there is insufficient separation between transportation types. The majority of the walkways connecting the school's buildings are covered, and provide for safe access; however, some of the existing concrete walks are not covered and are subsequently in poor condition. Icy conditions are prevalent throughout the winter months. Some of the wooden walkways, stairs and ramps are out of plane and require modifications to prevent tripping hazards.

The site perimeter fence is damaged in some areas due to the relocation of some of the portable buildings and the utility company accessing the site, and subsequently needs to be repaired. The school would like to replace the fencing for improved security, function and aesthetics. Site lighting is generally poor and landscaping is minimal. Improved landscaping is desired for aesthetic and functional reasons.

**Multi-Purpose Building/ Pre-K/ K 5th-8th grade** The multi-purpose building is constructed of pre-fabricated metal components with metal siding and a metal roof. All exterior windows and doors are insulated. The structural foundation is a continuous perimeter stem wall. The interior walls of the multi-purpose building are metal stud and drywall construction. Flooring is vinyl composite tile and carpet. The multi-purpose building has a central boiler and air conditioning unit. The air is supplied by ductwork. Bathroom ventilation is adequate. All plumbing fixtures are from 2009 & 2011 and in working order. There is a roof leak in the restrooms causing damage to the ceiling. The roof of this building sheds to the north and therefore snow is held on the roof and poses a danger when it slides off.



*Specialty classroom*



*Multi-purpose room*



*Classroom*



*Roof detail at potential leak source*

**Portable buildings** are wood construction, asphalt roof, wood siding, wood doors, and single-pane windows. Flooring is vinyl composite tile and carpet. The interior walls of the portable buildings are wood stud and wood paneling construction. Flooring is vinyl composite tile and carpet. The library/ admin. space in the southern portable has a bathroom that is not functioning and is currently used as storage, and the seam between the two sides of the building indicates a gap and has been reinforced with an additional column. The daylighting within these buildings is poor; finishes are old.

The portable buildings are heated with individual fan coil units (which do not function efficiently) and no cooling is provided. Additional space heaters are used in the portables during the winter months. Plumbing fixtures in the portable are original and are in poor condition, upgrades are recommended.

**Fire Protection/Life Safety Systems:** The fire alarm system (in all buildings) consists of audible and strobe alarms in classrooms, corridors, and other public spaces. The systems are activated by pull stations at exits, and they are not centrally monitored. Both buildings do not have sprinkler systems. Egress corridors in the multi-purpose buildings have appropriate fire separation walls and fire-rated corridor doors.

**Accessibility:** The school buildings and site are generally ADA compliant. Improved concrete walkways are recommended. ADA compliant toilets are available in the new multi-purpose building. The toilet rooms in the portables are not accessible. The wooden exterior walkways at the portables have level changes that most likely exceed the height limit to comply with ADA. The sidewalks should be redone to improve on safety and accessibility.



*Seam inside portable (gap)*



*Covered exterior walkway at portable*



*Exterior of portable*



*Admin. space in portable*

## 2.4.1 Utilization by Schedule

*The schedules described below are approximations and the likelihood of adjustments happening as we move through the school year and throughout the life span of the FMP are likely.*

**Class Schedule-**The school bus and trolley arrive at school between 7:35-7:50, and the school day begins at 8:00. Each teacher has a unique schedule to meet the needs of the class, content, and syllabus for that grade level. Breakfast is served on a rotation beginning at 8:00 and the last class is served at 8:45 a.m. Teachers utilize their classroom space throughout the day and the multi-purpose, science classroom, and computer classroom on an as needed basis. Co-teaching, singing practice, drama practice, and larger science dissection activities take place in the multi-purpose room. Teachers also utilize the library for mini-lessons on library days. Morning lessons take place for pre-K through 4th grade until 11:30. The Kindergarten-4th grade students have lunch and recess from 11:30-12:30 and then return to class for afternoon lessons. The 5th through 8th grade classes have morning lessons until 12:00 when they head off to lunch. After lunch the 5th-8th graders return to class for afternoon lessons. The school day ends at 4:00, and we are a four-day week; Monday-Thursday.

A typical day at RRVCS finds K-2nd grade students in their homeroom classes 6-6.5 hours a day. The K-2nd grade teachers rotate through library, art, P.E., and science on a weekly basis, spending approximately 30-45 minutes in these special classes. These special classes take place in the library, the multi-purpose room, and the science classroom. In future, the K-2nd grade students will also rotate through the computer classroom. The goal is to provide students additional opportunities to hone computer usage skills. RRVCS is in the process of acquiring computers for the computer classroom.

A typical day at RRVCS finds 3rd-8th grade students in their homeroom classes 6.5-7.0 hours a day. The 3rd-8th grade classes enjoy breakfast in their classroom. Once breakfast is ready, the students pick it up and head back to class to eat and complete warm up activities. The 3rd-8th grade teachers rotate through special classes, like the K-2nd, but spend a bit more time in each special (45-60 minutes). Library, P.E., Computer, science labs, music and art. In addition to the weekly rotations, 3rd-8th grade teachers, spend some time co-teaching. When combining two classes, it makes sense to meet in the multi-purpose because it is bigger and will accommodate the increased class size.

RRVCS is organizing music and art events with local musicians and artists. The musicians and artist will come to campus to teach the students age appropriate music and art. These activities will be held once a month and will happen in the multi-purpose room.

**Library-**Once a week rotations K-8th. This class is also utilized for tutoring (30-60 Minutes per classroom/per week). This is an average of time spent in the library, there are some weeks where the space is utilized for longer than the average. Periodically, guest librarians teach lessons that connect to reading skills and concepts.

**Multi-purpose:** Art, P.E., Science, Co-teaching, music, drama, tutoring space, projects, and Monday morning student meeting, breakfast and lunch. Coming Soon-Local musician and artist presentations and hands on participation/learning. (Daily use at least 180 minutes per day). Once the local musician schedule is determined, the time usage will increase.

**Computer Classroom-**As mentioned before, we are trying to acquire desktops and/or laptops to enhance computer skills across campus K-8. This room is additionally utilized for lunch/recess detention, and in school and after school tutoring. (Envisioning-30-40 minutes per class each week-180 minutes).

**Science Classroom-**Utilized for Kindergarten-2nd science lessons, counseling, occupational therapy, speech therapy, break out groups, and tutoring. This classroom is also utilized for after school tutoring (one to one, small group, and special activities. This room is utilized approximately 20 hours per week).

**Literacy Classroom-**K-6th grade rotations daily. This room is utilized to support learning in a small group setting every day for approximately 6 hours per day. Additionally, this classroom space is utilized for in school and after school tutoring.

**The Extra Classroom-**2nd-8th grade teachers utilize this space and the teacher for small group refocus and additional support for students who may have difficulty concentrating in the regular classroom environment. The students that receive help from this additional teacher in her classroom. The room is also utilized for in school and after school tutoring. On average, this space is utilized approximately 6 hours a day between the 2nd-8th grade students and teachers.

**Main Office/Hallway-**K-8th grade students who have difficulty concentrating are given the opportunity to adjust concentration by working in the main office where there are less student distractions. It is difficult to determine the number of hours this space is used daily/weekly. It is a space that is utilized per need. It is also where students who are not feeling well wait for parent pick-up.



## 2.4.2 Timeline

The existing facility is meeting the needs of the school, yet RRVCS has the goal of reviewing option for lease purchase, eliminating the portables and replacing them with permanent buildings and maintaining/ improving the existing facilities and site as outlined in the following schedule:

### Fall 2018- Spring 2019

- Determine what the steps are for lease/ purchase of the site and buildings
- Approach Questa Independent School District regarding options
- Lease/ Purchase current facilities, as possible
- Establish cost analysis of options
- Identify option(s) to pursue; apply for funding (grants); Fund raise
- Review pros and cons of adding a 9th grade with technology focus

### Fall 2018-Spring 2020

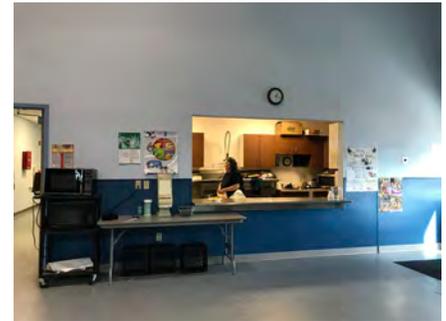
- General maintenance projects:
  - modify wood walkway/ ramps/ stairs to improve tripping hazards and mitigate water and ice issues
  - Assess water damage and leaks; fix roof and plumbing leaks
  - Snow stops added to roofs where snow fall is dangerous
  - Covered outdoor spaces at back of building for additional instructional spaces
  - Upgrade Playground Equipment and running surfaces
  - Improve signage/ wayfinding
  - Improve fencing and general security upgrades
  - Cameras and IT security
- Facility Design:
  - Determine funding options for replacing the portable buildings
  - Design new buildings to replace portables for classrooms
  - Design new multipurpose space and storage closets
  - Reconfiguration of existing spaces for improved function
  - Kitchen Upgrades

### Spring 2020-2024

- As funding allows, pursue construction of new classrooms etc.



*Walkway with tripping hazard*



*Kitchen improvements: equipment*



*Ceiling at restroom damaged from roof leak*



*Playground in need of upgrades*



*Improve signage and fencing*

# 3 Proposed Facility Requirements (Ed Spec)

## 3.1.1 Facility Goals and Concepts

The plan is for RRVCS to own the buildings and site that will meet the educational mission of the school. The plan is to review the options for how to achieve this goal with special attention to the cost analysis.

### For Immediate Consideration (Facilities)

**Safety** The greatest priority as of this publication is school safety. Items in current discussion include: access control, phone/intercom system, horns for the yard, playground upgrades (equipment, ground covering, and overhangs), infrastructure upgrades, buzzer access for the main entry door, bathroom and decking improvements.

**Permanent School Sign** we are currently using a plastic sign secured to the fence with zip ties. We are in the process of voting on the design and will then send it off for building. It will be installed on posts in the front of the school, centered between the current buildings. Considering the potential for an electronic marquee.

**Improved Infrastructure** Often, during school wide testing, students are kicked off of the internet due to overloading. Since the state has moved away from paper testing and require computer based testing, it is imperative that the school's infrastructure be able to handle to load. We have started this process and hope to have it completed by the spring testing window.

**Access Control-Re-Key Outside and Inside Buildings** -Currently there are twelve different keys to open the buildings and classrooms. This poses a security threat for a couple of reasons. One, the fire department does not have a knocks box with a key to get inside the building. If we had one now, it would be full of keys. Our goal is to streamline the access-one key for the large permanent building doors (outside) and one for the portable buildings (outside). There is continued discussion about whether the classroom doors should have individual keys, or the same. Two-the main door requires a buzzer/camera system. We would like parents to have access from the main door, but there is difficulty seeing who is at the door from the office unless the secretary leaves her desk to check. A camera and buzzer system would help her identify and allow access inside the building from her post.

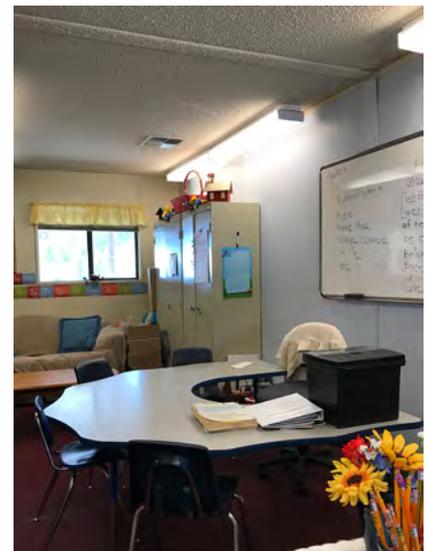
**School-wide Security System**-cameras both inside and outside the building are needed. It is known that security systems deter theft, vandalism, and other threats. RRVCS would like to install cameras to cover the exterior and interior. Pending approval of the proposals, this work would be completed January 2019.

**Phone/Intercom/Horns System**-During the building process, the intercom system was removed and never reinstalled. This poses a safety issue for students and staff alike. It is difficult to call a shelter in place or a lock down without the benefit of an intercom. In addition to the phone/intercom system, horns installed on the playground and in the cafeteria are imperative for school-wide notification. Teachers, at this time, must use personal cell phones to keep in touch with the administrator, the school secretary, and one another. This is not the best system, but it is the one we currently have. Pending approval of the proposals, this work would be completed January 2019.

**Playground Equipment Repair/Upgrade**-Currently we have one piece of playground equipment that could use repair/upgrade. It is the desire of the student body to take a look at options other than replacing the damaged tunnel. We are in the process of making a decision.



*Specialty Classroom*



*Classroom*



*Yard with portable beyond*



**Playground Ground Cover**-RRVCS has tried gravel and wood chips as ground cover. Of the two options, the wood chips seem to be the less offensive. The gravel tracked in on the soles of student shoes, and then fell out of the shoes onto the floor by which the vacuum sucked them up. Many a vacuum was destroyed, so we switched to wood chips. These still came into the classroom on the soles of the students' shoes, but didn't seem to destroy the vacuum cleaners.

**Covered Outdoor Learning Spaces**-RRVCS students are organized in double grades and therefore, at times the grade levels are split for individualized teaching, small group, or reteach. During these split times, it is nice to have the outdoor learning spaces for the other students to work independently. Covered awnings to protect picnic tables, other study furniture and students from the elements would create a more comfortable study space.

**Roof Leak/Bathroom Repair**- RRVCS is in the process of reviewing the Facility Build contract. The former administrator tried on numerous occasions to get Facility Build to return to campus to check the roof. It is my understanding that Facility Build did not find any damage or fault in the roof and refused to return at a later time. Regardless, there is a leak and the girl's bathroom has water damage that must be addressed, asap.

**Portable Classroom Repairs**-The portables are old and several are in need attention. The library has an airway issue and warm/cold air streams in from the heating unit. It is imperative that this issue be addressed asap, as it gets very cold in the winter in Red River.

**Repair and Replace Sidewalks**-To improve on the safety and accessibility, the sidewalks will require replacement.

### Long Term (Facilities)

**Permanent Buildings** to replace the portables that remain on campus. Phase I, II, and III were completed in 2011. Since then, RRVCS has not had the funding it continue. Discussion of fund raising ideas to supplement GRT continues. The community is supportive and would like to see the school succeed and for the students to have classrooms in a permanent structure. RRVCS also seeks a large multi-purpose room for flexible instructional space.

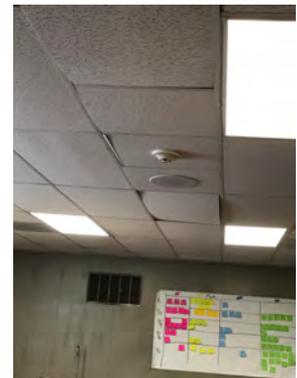
**Purchase the Land from Questa Independent School District**-RRVCS leases the property from Questa ISD. RRVCS would like to purchase the property to alleviate the school from costly payments, and to know that improvements made for the children of RRVCS will remain for the children of RRVCS. The land purchase was recommended by the NM PSFA during the previous planning period.

**Large Lettered Sign Across the Top of the Main Building**-RRVCS is located in a quaint mountain community and to honor the feeling, we would like to add large metal letters to spell out the school name across the top of the building in a "mountain scape" fashion. Additionally, RRVCS would like to add a couple of metal bears climbing up the side of the building toward the "mountain scape".

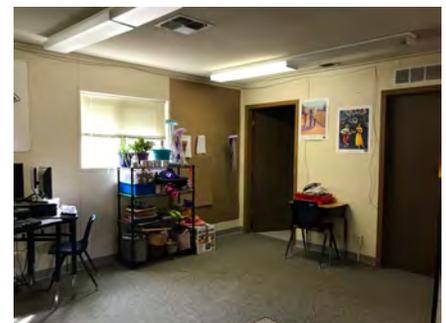
**Kitchen Upgrades**-The kitchen requires industrial grade roasters. The ventilation does not warrant the addition of a range, or industrial cook top. The RRVCS cook uses microwaves, electric griddles, and roaster ovens to prepare meals for the students. These options limit the choices of available foods. If possible, with improved ventilation, RRVCS would like to purchase a commercial range with convection, new microwaves, and a dishwasher.



Playground



Ceiling at portable



Admin.



## 4.1 Total Capital Needs

Summary of the Charter School's total anticipated capital needs:

- Much of this is still in the preliminary planning stages as RRVCS evaluates the best steps for proceeding.

List sources of funding for maintenance:

- As approved in our annual operating budget

List sources of funding for capital projects:

Funding sources include:

- Remaining GRT funds
- SB-9 funds
- Fund raising projects with our school community
- E-rate for technology reimbursement
- PSFA Special Program Assistance Funding; Security Systems Projects

If the Charter School intends to acquire additional facilities through lease purchase agreement, list sources of funding for lease and anticipated capital projects:

- Plans are still being evaluated as to whether we can purchase the property from Questa Independent Schools.

Summary of the Charter School's total anticipated preventative maintenance needs and supporting resources, if not included as part of the lease agreement

- RRVCS uses GRT and SB-9 monies for preventative maintenance needs.

Below is a breakdown of anticipated available funding for the next 5 years based on our average available funds from 2017-2019

	GRT	SB-9	Fundraising
2017	\$ 93,094.20	\$ 2,415.20	\$ -
2018	\$ 21,600.00	\$ 3,335.00	\$ 2,636.75
2019	\$ 119,397.08	\$ 2,705.00	\$ 5,000.00
Average	\$ 78,030.43	\$ 2,818.40	\$ 2,545.58
5 Years of Funding	\$ 390,152.13	\$ 14,092.00	\$ 12,727.92
<b>TOTAL AVAILABLE FOR 5 YEARS (Estimated)</b>	<b>\$ 416,972.05</b>		



Students



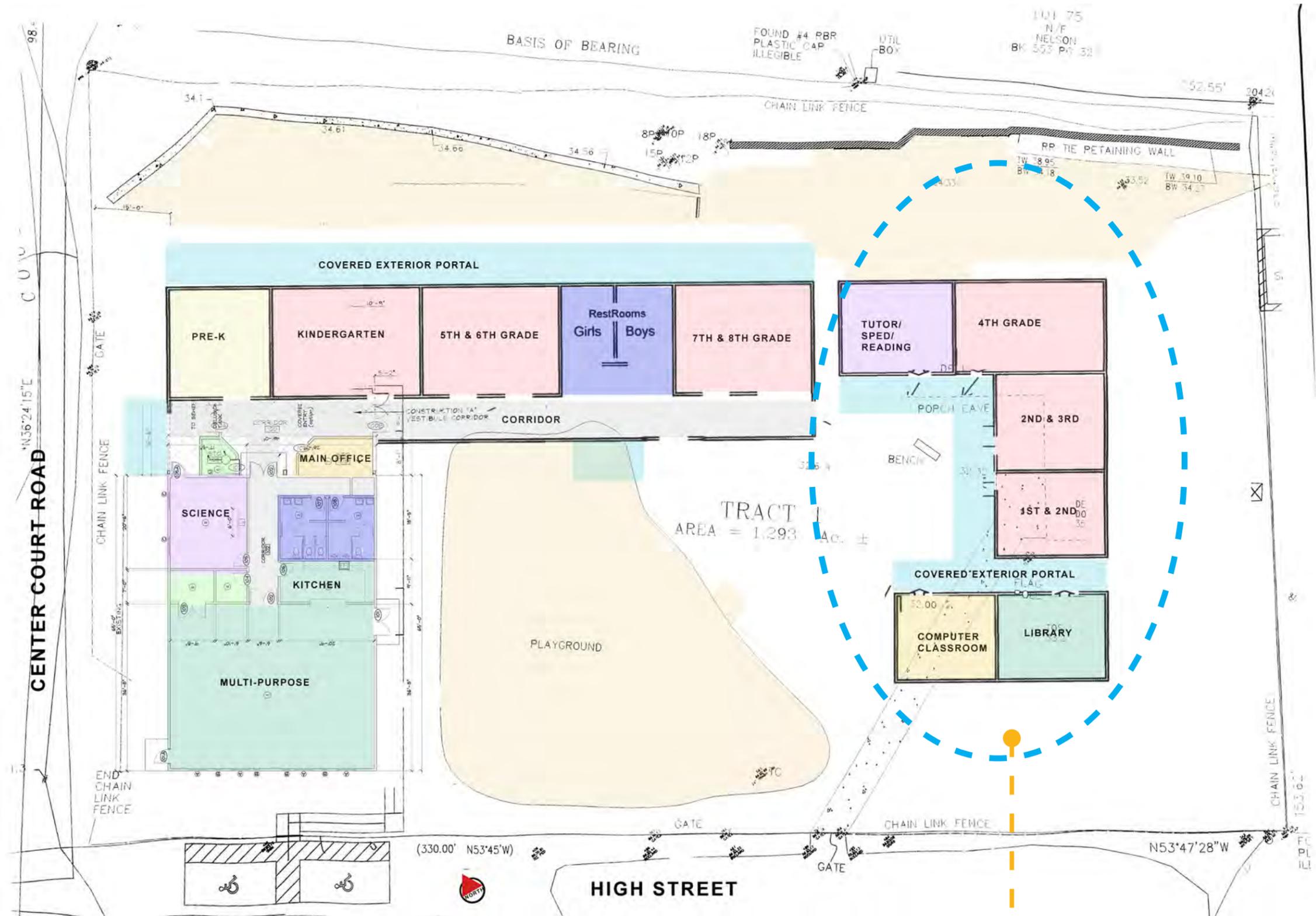
Student activities

## 5.1 Building Inventory

- o State identification number: 539001
- o Physical Address: 500 East High Street; Red River, New Mexico 87558
- o Date of opening: 2001
- o Dates of major additions and renovations: 2009; 2011
- o Facility Condition Index (FCI) and N.M. Facility Condition Index (NMCI); 12.84%.
- o Site owned or leased: Leased from District
- o Total building area gross sq/ ft.: 14,766 square feet
- o Site acreage: 2 Acres
- o Total number of permanent general classrooms: 4
- o Total number of permanent specialty classrooms: 4
- o Total number of portable classrooms: 2
- o Total number of classrooms: 7
- o Percentage of portable classrooms compared to total number of permanent classrooms 33%
- o Total enrollment current year (40th day count), if available (may not be available for a newly chartered school): 78
- o Number of gross sq. ft per student per school facility: 189

State Identification Number	Total Number of Classrooms	Total Number of Portable Classrooms	Percentage of Portable Classrooms/ Permanent Classrooms	2017 40th day enrollment count	Total Gross Square Feet (GSF)	Number of Gross Square Feet Per Student
539001	7	2	29%	78	14,766	189 sf/student

5.2 Site Plan- Existing



portables to be replaced

### 5.3 Facility Evaluation

Red River Valley Charter School facility is in the process of being scheduled to conduct the Facility Maintenance Report; FMAR by NMPSFA.



## **5.5 Detailed Space and Room Requirements (Ed Spec)**

1. indoor coat/shoe/ storage space
2. record keeping storage space
3. classrooms with traditional space, movement space, station space, and research space
4. classrooms with walk-in storage closets and adequate shelving
5. classrooms with sinks and toilets
6. staff work room
7. community conference room
8. food cleaning and processing space
9. design for easy campus visual and physical access control
10. outdoor classroom with rain / shade roof capabilities / seating / electronics
11. STEM instructional spaces
12. Improved library space

### **5.5.1 Technology and communications criteria**

1. reliable intercom system for each room
2. electric gate for access security
3. updated, high-speed reliable communications/internet systems
4. intercom at the gate so admin. can check who is entering the site

### **5.5.2 Power criteria**

1. Improved energy efficiency; potential for photovoltaics (power for lights, computers, refrigerator, appliances)
2. solar power storage system as possible
3. solar windows

### **5.5.3 Lighting and day lighting criteria**

1. design for 100% daylight; ceiling windows; passive solar
2. lighting to be LED to keep energy use down
3. updated night / day lightening/timer system
4. outdoor motion lighting

### **5.5.5 Classroom acoustics criteria**

1. Low reverberation materials
2. Low impact, gentle HVAC system
3. Sound barrier doors, windows, walls
4. "Soft" floor and furniture interaction

### **5.5.6 Furnishing and equipment criteria**

1. Equipped cafeteria
2. Eco-friendly materials
4. low-energy equipment and appliances



**GC Meeting Minutes**

Meeting Minutes; Governance Council approval of DRAFT FMP

**Red River Valley Charter School Governance Council Minutes****Governance Council Meeting****Monday, November 19, 2018****5:15 PM****Multi-Purpose Room**

*Mission Statement: To provide every student the opportunity to develop academically, socially and physically through quality learning experiences utilizing the Core Knowledge Curriculum*

## Call to Order

- a) Meet and Greet - Visitors – Alix Henry, Tonya Lewis, Lorie Hawkes, Zach Kirchressner.
- b) Roll Call – Courtney Henderson – Via phone, Heather Larson – Present, Joe Ben Mandonado - Present, Jenna Grubbs- Absent, Davia Richard – Absent
- c) Approval of Agenda\* – Joe Ben Mandonado made a motion to approve the agenda with the change to first order of business the review by Zach Kirchressner of the social security vote with staff and teachers that are eligible to vote Courtney Henderson seconded, vote in favor was unanimous.

Public Comment – None

Review by Zach Kirchressner of the social security vote with staff and teachers that are eligible to vote.

Approve Minutes\* – Joe Ben Mandonado made a motion to approve, Courtney Henderson seconded, vote in favor was unanimous.

Financial Report\* – Zach Kirchgessner presented the monthly financial report. Joe Ben Mandanado made a motion to approve, Courtney Henderson seconded, vote in favor was unanimous.

## Discussion and Approval of BARS\* -

- a) BAR 0007-I, BAR 0008-IB, BAR 0009-I, and 0010-IB. Courtney Henderson made a motion to approve the BARS Joe Ben Mandonado seconded, vote in favor was unanimous.

Administrative Report – Administrator Kimberly Ritterhouse presented her monthly report to the Governance Council.

## New Business –

- a) Discussion and Approval of removing Flavio Cisneros from the Hillcrest Bank accounts and adding Heather Larson. Joe Ben Mandonado made a motion to approve the change, Courtney Henderson seconded, vote in favor was unanimous.
- b) Discussion and Approval of classroom computer purchases and licenses for two classes. Heather Larson made a motion to approve, Joe Ben Mandonado to table pending further research, Courtney Henderson seconded, vote in favor was unanimous.
- c) Discussion and Approval of draft Facility Master Plan\*. Alix Henry, Principal Architect from Henry Architects LLC., presented a draft and requested input regarding the FMP for RRVCS. Courtney Henderson made a motion to approve the draft and for the GC to provide further input, Joe Ben Mandonado seconded, vote in favor was unanimous.



**GC Meeting Minutes**

Meeting Minutes; Governance Council approval of Final FMP

**Red River Valley Charter School Governance Council Minutes****Governance Council Meeting****Monday, December 17, 2018****5:15 PM****Multi-Purpose Room**

***Mission Statement: To provide every student the opportunity to develop academically, socially and physically through quality learning experiences utilizing the Core Knowledge Curriculum***

Call to Order

Meet and Greet - Visitors – Alix Henry, Dimitri Calvert.

Roll Call – Courtney Henderson – Present, Heather Larson – Present, Joe Ben Mandonado - Present Via Phone, Jenna Grubbs- Absent, Davia Richard – Absent

Approval of Agenda\* – Heather Larson made a motion to approve the agenda with the following changes of moving Approval of Minutes to seconds item, Old Business to the third item and New Business and to the fourth item in the order of business. Joe Ben Mandonado seconded, vote in favor was unanimous.

Approve Minutes\* – Heather Larson made a motion to approve, Joe Ben Mandonado seconded, vote in favor was unanimous.

New Business -

- a) Tech Update-internet, computers, jive phones, cameras-Dmitri Calvert
- b) Discussion and Approval of SHI Quote for classroom computer purchases and licenses for two classes\* - Heather Larson made a motion to approve, Joe Ben Mandonado seconded, vote in favor was unanimous.
- c) Discussion and Approval of ACS Quote-cameras for school safety and security\* - Heather Larson made a motion to approve, Joe Ben Mandonado seconded, vote in favor was unanimous.
- d) Discussion and Approval of policy in accordance with section 8546 of the ESEA (Elementary and Secondary Education Act)\* - Heather Larson made a motion to approve, Joe Ben Mandonado seconded, vote in favor was unanimous.
- e) Discussion and Approval of Mentor Contract (Karen Phillips) extension through the close of the SY1819 school year\* - Heather Larson made a motion to table, Joe Ben Mandonado seconded, vote in favor was unanimous.

Old Business

- a) Discussion and Approval of the Facility Master Plan (2019-2024)\*. Alix Henry, Principal Architect from Henry Architects LLC., presented the FMP for RRVCS. Heather Larson made a motion to approve, Joe Ben Mandonado seconded, vote in favor was unanimous.

Public Comment – None

Discussion and Approval of BARS\* - None

Administrative Report – Administrator Kimberly Ritterhouse presented her monthly report to the Governance Council.



In accordance with Municipal Ordinance, 2005-4  
and the Fire and Life Safety Codes  
As adopted by the Town of Red River;

# CERTIFICATE OF OCCUPANCY

THIS CERTIFICATE OF OCCUPANCY IS HEREBY ISSUED TO:

**RED RIVER VALLEY CHARTER SCHOOL**  
**AS A GROUP E OCCUPANCY**

LOCATED AT 500 EAST HIGH STREET  
IN THE TOWN OF RED RIVER, COUNTY OF TAOS  
AND STATE OF NEW MEXICO



Edward Saint  
Fire Inspector

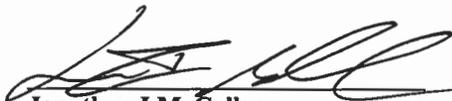
03/08/2011  
Date

BY ORDER OF THE FIRE DEPARTMENT  
IN ACCORDANCE WITH MUNICIPAL ORDINANCE 1983-12,  
AND THE NATIONAL FIRE AND LIFE SAFETY CODES  
AS ADOPTED BY THE TOWN OF RED RIVER;

# ***MAXIMUM OCCUPANT LOAD***

FOR **Red River Valley Charter School Entire School**  
LOCATED IN THE TOWN OF RED RIVER, COUNTY OF TAOS  
AND STATE OF NEW MEXICO HAS BEEN DETERMINED  
TO BE AND IS SET AT:

# ***320***



**Jonathan I McCollum**  
Fire Inspector

**02/20/2020**  
DATE

**State of New Mexico  
Public School Facilities Authority**

Jonathan Chamblin, Director



Martica Casias, Deputy Director

**1312 Basehart Road, SE, Suite 200  
Albuquerque, NM 87106  
(505) 843-6272 (Phone); (505) 843-9681 (Fax)  
Website: [www.nmpsfa.org](http://www.nmpsfa.org)**

April 9, 2020  
Kimberly Ritterhouse – School Administrator  
PO Box 742  
Red River, NM 87558

**RE: wNMCI for Red River Valley Charter School  
VIA E-MAIL**

Ms. Ritterhouse,

Per your request, the Public School Facilities Authority is providing you with the facility's current weighted New Mexico Condition Index (wNMCI), pursuant to 22-8B-4.2 NMSA 1978 and 22-20-1(A) (2) NMSA 1978. The wNMCI represents the facility condition related to systems and adequate space for your students.

This letter is to confirm that the facility satisfies the requirements to meet or exceed the wNMCI. The wNMCI score for this facility is 13.27%, which is better than the current statewide average wNMCI of 21.15%. (Lower is better.)

Please feel free to contact me if you have any questions or concerns regarding this correspondence.

Respectfully,

A handwritten signature in cursive script that reads "Alyce Ramos".

Alyce Ramos, Research Analyst  
Public School Facilities Authority

Cc; Martica Casias, Deputy Director