

Charter Contract Amendment for Alma d'arte Charter High School

July 1, 2022 – June 30, 2027

This Charter Contract Amendment (“Amendment”) is hereby entered into by and between the New Mexico Public Education Commission (“PEC”) and the governing body of Alma d’arte Charter High School, a New Mexico Charter School (the “School”), effective the 1st day of July 2022. The PEC and School are together referred to as the “Parties.”

WHEREAS, a charter contract and performance frameworks currently exist between the PEC and the School that are valid through June 30, 2022 (the contract, all amendments thereto and the performance frameworks shall be referred to hereafter as “Existing Contract and Performance Frameworks”).

WHEREAS, the PEC has approved the School for a five-year charter renewal period from July 1, 2022 to June 30, 2027 (the “Term”);

WHEREAS, the PEC and state-authorized charter schools, including the School, intend to work together in good faith to look to create a new performance framework template that would allow for more options for assessment of charter schools considering the unique missions and student populations of charter schools; and

WHEREAS, the PEC and state-authorized charter schools, including the School, intend to work together in good faith to create a new charter contract template that may, upon agreement of the Parties, replace the Existing Contract to ensure both Parties’ contract rights and responsibilities are more accurately and clearly articulated.

IT IS THEREFORE AGREED BETWEEN THE PARTIES THAT the Existing Contract between the PEC and the School is extended and amended as follows:

- 1.) The PEC renewed the School for the Term with the following condition:

The School will provide a NMDASH plan, or other plan approved by the PEC, outlining how the school will improve student growth in both literacy and mathematics. The plan will include implementation of short-cycle assessments, use of the data from those assessments to set measurable goals for student growth in literacy and mathematics, implementation of instructional strategies (for both core instruction and intervention) for meeting those goals, and progress monitoring at regular intervals. The plan must include action steps, a timeline and persons responsible.

This plan and annual compliance documentation is attached to this Attachment A.

2.) The Existing Contract and Performance Frameworks is extended for the Term as amended herein until superseded or replaced by the Parties:

3.) The mission statement of the School (Section 4, Subsection 2 from the original contract and unchanged here) is as follows:

To graduate artist/scholars prepared to succeed.

4.) Educational Program :

a. The educational program of the School (Section 4, Subsection 6 from the original contract and unchanged here) is as follows:

School Vision:

To be a pre-eminent center for artistic and academic excellence in preparing students for post-secondary education and successful living in a global community.

- I. Alma d'arte provides at least four art strands (visual arts, performing arts, culinary arts and literary arts) that students choose from year to year.
- II. Alma d'arte students are expected to contribute in one or more of the following each semester:
 - a. the school's Winter Arts Showcase,
 - b. a recruiting presentation or event,
 - c. a community arts event, or
 - d. a community-based activity or event as part of the apprenticeship experience.
- III. As an essential component of the school's academic and artistic focus, seniors at the school will participate in community apprenticeships. The teachers work with the students to identify the community mentors for the apprenticeships.
- IV. Alma will provide annual training for teachers in integrating arts with core curriculum.
- V. Arts integration shall be demonstrated via evidence such as, but not limited to, lesson plans, classroom evidence, or completed projects.

The School is an in-person program.

5.) The Notice section of the Contract is updated as follows:

Any notice required, or permitted, under the Contract shall be in writing and shall be effective immediately upon personal delivery, upon receipt of electronic mail, or three (3) days after mailing to the following:

Charter School:	New Mexico Public Education Commission:
Head of School Governing Board Chair At the email addresses provided by the Charter School to the PED and listed on a PED maintained school directory. Email is the primary notification.	Chair of the Public Education Commission New Mexico Public Education Commission 300 Don Gaspar Santa Fe, NM 87505 At the email address of the Chair of the Public Education Commission as listed on the PEC website with a copy to: charter.schools@state.nm.us . Email is the primary notification.

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

- 6) A new definition is added to Section 1:

“Attendance for Success Act” means the compulsory school attendance law set out at § 22-12A-1 NMSA 1978 et.seq., as amended and supplemented.

All references to the Compulsory School Attendance Law are replaced with Attendance for Success Act.

- 7) Attached hereto as Attachment B are revised Performance Frameworks that provide the performance indicators and school specific or mission specific indicators for the School.

- 8) The Parties intend to work together in good faith to create and renegotiate a new form of contract, which may also contain a new performance framework, by October 15, 2022 (“New Contract”) which date may be extended by agreement of the Parties. If the New Contract is accepted by the Parties, it will replace this Amendment and govern the relationship of the Parties. However, if the New Contract is not completed and agreed to by the Parties by December 31, 2022, the Parties shall operate under this Amendment until such time as revisions/negotiations can be completed and agreed to by the Parties or until either party declares that the Amendment shall stand for the entirety of the renewal term, unless further amended by mutual agreement.

All other terms and conditions of the Existing Contract remain in full force and effect.

IT IS SO AGREED.

NEW MEXICO PUBLIC EDUCATION COMMISSION

By: _____
Rebekka Burt, Chair

Date _____

ALMA D'ARTE CHARTER HIGH SCHOOL

By: _____
Paul Dulin, President, Governing body

Date _____

[Attach minutes or documentation from the PEC and board meeting showing approval]