

**Charter Contract Amendment for Mission Achievement and Success Charter
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 Mission Achievement and Success Charter 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 without conditions.
- 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 The Existing Contract and Performance Frameworks is extended for the Term as amended herein until superseded or replaced by the Parties.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 provided here unchanged from the original contract) is as follows:

The mission of MAS is to prepare students to be successful in college and the competitive world by providing a rigorous college preparatory program in a safe and effective learning environment. Our primary objective is to

instill in our students a commitment to high academic achievement, continual goal setting and principles of personal success.

4.) Educational Program:

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

Data-Driven Instruction.- Our data-driven instructional model involves a cycle of, at a minimum, quarterly assessments, analysis, and action that is consistently evaluated to ensure continual data-driven improvement in math and reading.

Instructional coaches are thoroughly trained in the data-driven cycle, and they, in turn, model and teach data-driven analysis to members of their department.

Observation and Feedback Cycle. - We have instructional coaches in language arts and math.. This model supports both new and returning teachers by providing intensive support through short but frequent observations with immediate feedback delivered with specific actionable steps, AND accountability for the implementation of the action steps determined. We provide internal and external professional development training for coaches to maximize their effectiveness.

Instructional Planning - A key responsibility of MAS' instructional coaches is weekly lesson plan review/data analysis meetings. During these meetings, coaches review a teacher's lesson plans, analyzing the plan for things like rigor, standards alignment, formative assessments, as well as the incorporation of information obtained from prior data analysis. Through this lesson plan analysis, teachers and coaches work side-by side to refine the lesson for improvements prior to delivery to the lesson for maximized student outcomes.

Strategic Professional Development - MAS implements daily professional development/collaboration. Professional development will be targeted to meet school-wide needs, departmental needs, grade level needs, as well as individual staff needs. Professional development includes topics such as classroom management, student engagement, data analysis and curriculum- specific training needs. Special attention to detail will ensure that all professional development translates from paper to practice to guarantee the impacts are evident as measured by student achievement. Professional development will take place for the two weeks prior to the

first day of school each year for returning staff members and for three weeks prior to the first day of school each year for new staff members.

The school provides full in-person instruction.

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:
<p>Head of School Governing Board Chair</p> <p>At the email addresses provided by the Charter School to the PED and listed on a PED maintained school directory.</p> <p>Email is the primary notification.</p>	<p>Chair of the Public Education Commission New Mexico Public Education Commission 300 Don Gaspar Santa Fe, NM 87505</p> <p>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.</p> <p>Email is the primary notification.</p>

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

6) A new section is added to the Contract.

Relationship with a Non-Profit Foundation

- i. The school has a relationship with Mission Achievement and Success Educational Foundation, Inc., a non-profit foundation, the primary purpose of which is to provide financial support to the school or leases to the facility for the charter school. The foundation presently owns the Old Coors facility.
- ii. The legal agreement or Memorandum of Understanding governing the relationship between the School and the foundation is Appendix 1.
- iii. The identity of the Board of Directors and Executive Director of the foundation with a conflict of interest disclosure from each are provided and attached here

as Appendix 2.

- 7) 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.

- 8) Attached hereto as Attachment 1 are revised Performance Frameworks that provide the performance indicators and school specific or mission specific indicators for the School.

- 9) 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.

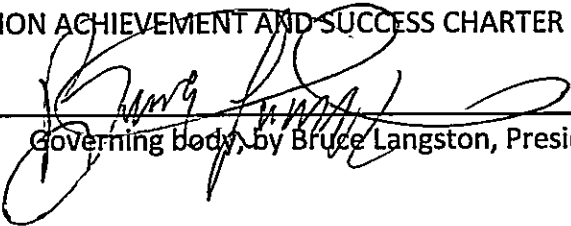
All other terms and conditions of the Existing Contract remain in full force and effect.

IT IS SO AGREED.

NEW MEXICO PUBLIC EDUCATION COMMISSION

By: _____
Rebekka Burt, Chair

MISSION ACHIEVEMENT AND SUCCESS CHARTER SCHOOL

By:  _____
Governing body, by Bruce Langston, President

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