

Charter Contract Amendment for Walatowa High 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 Walatowa High 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 School was renewed for the Term with the following condition:

The school shall provide a plan outlining how the school will train staff and the governing board and then ensure compliance with the Open Meetings Act. The plan must include action steps (to include updating the school’s webpage information on school governance), 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 The Existing Contract and Performance Frameworks is extended for the Term as amended herein until superseded or replaced by the Parties.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 provided here unchanged from the original contract) is as follows:

Through a community-integrated experiential learning program, Walatowa High Charter School will prepare students to be academically successful while promoting leadership, language preservation, and community wellness.

4.) Educational Program:

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

- i. The principal focus of Walatowa High Charter School's academic program is early college preparation, including dual credit coursework. The pre-college focused curriculum also emphasizes the value of the community's (Jemez, Zia, and Jemez Valley Corridor) culture and traditions.
- ii. Students are challenged with advanced courses in core subject areas and enter the dual credit program by their junior year of high school. Walatowa High Charter School maintains strong partnerships with post-secondary institutions to ensure the implementation of our college and career preparation program.
- iii. Walatowa High Charter School implements a community school model that includes the two-generation approach and continuum. As a community school, Walatowa High Charter School is both an educational institution and a center of community life that partners the school with other community resources. The Two-Generation approaches focuses on creating opportunities for and addressing needs of both children and the adults in their lives together. Walatowa High Charter School has an integrated focus on academics, youth development, family support, health and social services and community development. The partnerships include:
 1. Pueblo of Jemez Health and Human Services;
 2. Pueblo of Jemez Tribal Programs;
 3. Pueblo of Jemez Education Department;
 4. Pueblo of Jemez Transportation Department;
 5. Pueblo of Zia Tribal Administration; and
 6. Pueblo of Kewa Tribal Administration

b. The school is an in-person school.

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

WALATOWA HIGH CHARTER SCHOOL

By: _____
Kenneth Sando, Governing Body President

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