McCurdy

Charter School

Contract

Amendment

Condition

Performance Framework

- Academic
  - School specific goals
- Organizational
- Financial

Charter Contract Between the
New Mexico Public Education Commission
And
McCurdy Charter School

This Charter Contract, (the "Contract"), is hereby entered into by and between the New Mexico Public Education Commission, (the "Commission"), and McCurdy Charter School, (the "School", and, together with the Commission, the "Parties"), a New Mexico Charter School, effective this 1st day of July, 2017.

WHEREAS, the Commission is created pursuant to Article 12, Section 6 of the New Mexico Constitution, with such powers and duties as are provided by law; and,

WHEREAS, the Commission is authorized pursuant to the Charter Schools Act, § 22-8B-1, *et seq.*, New Mexico Statutes Annotated, 1978, as amended and supplemented, (the "Act"), to, *inter alia*, authorize charter applications that meet the requirements of the Act, and to negotiate and execute, in good faith, charter contracts that meet the requirements of the Act with approved charter schools; and,

WHEREAS, the Commission is further authorized pursuant to the Act, to monitor charter schools' compliance with the requirements of the Act, and with the requirements of the charter and Contract for each approved charter school; and,

WHEREAS, the Commission is further authorized pursuant to the Act to determine whether an approved charter school merits suspension, revocation, or nonrenewal; and,

WHEREAS, the Commission approved the charter application for the School on December 8, 2016, (the "Charter"); and,

WHEREAS, pursuant to the Act and the Charter, the Commission and the School wish to enter into this Contract in compliance with the Act, and in order to set out the performance frameworks, as that term is defined in the Act, that define the financial, academic, and operations performance indicators, measures and metrics that will guide the evaluation of the School.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the Commission and the School agree:

SECTION 1: DEFINITIONS

Capitalized terms defined in this Section 1 shall have the meaning specified in this Section 1 wherever used in this Contract, including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms defined in the foregoing recitals, if not defined in this Section 1, shall have the same meaning as stated when used in this Contract, unless the context clearly requires otherwise.

"Audit Act" means § 12-6-1 through 12-6-14, NMSA 1978, as amended and supplemented.

"Chair" means the chairperson of the Commission, as elected by the members of the Commission, pursuant to the Act, from time to time.

"Charter Representative(s)" means Deborah Bennett Anderson, Nancy O'Bryan, Sandy Beery, as the person(s) authorized to sign the Contract, and other documents, on behalf of the School, and to legally bind the School to the Contract and other documents as required under the Act.

"Comprehensive Educational Program" means an educational program that meets Department academic standards as identified in this contract.

"Compulsory School Attendance Law" means the compulsory school attendance law set out at § 22-12-1 through 22-12-9, NMSA 1978, as amended and supplemented.

"Corrective Action Plan" means a plan developed by the School and submitted to the Commission to remedy operational, or financial violations or problems.

"Criminal Offender Employment Act" means the criminal offender employment act set out at § 28-2-1, *et seq.*, NMSA 1978, as amended and supplemented.

"Days" means calendar days.

"Department" means the Public Education Department of the State of New Mexico, and its successors.

"Division" means the Charter School Division of the Department, and its successors.

"Effective Date" means the effective date of this Contract, which is July 1, 2017, found on the last page of this Contract with signatures.

"Facility" or "Facilities" means the facilities, including without limitation, all buildings classrooms, and other spaces owned or leased by the School, and used by the School, its staff, teachers, and students, for educational and recreational purposes, and other purposes connected with the Mission of the School.

"Governing Body" means the governing body of the School, and any successor thereto.

"Head Administrator" means a Charter Representative, as defined herein, who is also a licensed school administrator.

"Instructional Hours" means mandatory instructional time during which students are engaged in a School-directed program, and for which the School enforces the Compulsory School Attendance Law.

"Mission" means the educational and pedagogical mission of the School, as set out in Section 4.1 herein.

"NMAC" means the New Mexico Administrative Code, as amended and supplemented from time to time.

"NMSA, 1978" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented from time to time.

"Procurement Code" means §13-1-101, *et seq.*, NMSA 1978, as amended and supplemented from time to time.

"Public School Finance Code" means § 22-8-1, *et seq.*, NMSA 1978, as amended and supplemented from time to time.

"School Improvement Plan" means a plan developed by the School and submitted to the Commission to remedy academic performance.

"Secretary" means the Secretary of the Department, and his or her duly appointed successors.

"State" means the State of New Mexico.

"Term" means the term of this Contract, as set forth in Section 3, herein.

SECTION 2: SCOPE

1. This Charter Contract is entered into between the School and the Commission for the purpose of establishing a charter school to operate at the site(s) listed in Section 4.10. of this Contract.

2. The person authorized to sign and act on behalf of the Commission is the Chair, or such person as the Chair may lawfully designate from time to time.

   The person(s) authorized to sign on behalf of the Charter School is/are the Charter Representative(s).The Charter Representative(s) affirm(s) as a condition of this Charter, that he/she is (one of) the above-described representative(s) of the Charter School and has the authority to enter into this Charter on behalf of the Charter School.

   i. The Charter School must maintain one or more Charter Representative(s), including one Charter Representative who is a Head Administrator, and provide contact information to the Commission within 30 days of the change of a Charter Representative(s).

   ii. The Commission shall direct all communication with regard to the Charter and the Contract to the Charter Representative(s).

   iii. The Charter Representative(s) shall respond to written communication from the Commission within the timeframe specified in the communication, which shall be no less than three business days absent exigent circumstance.

3. The Charter School is a public entity of the State of New Mexico, subject to all laws and regulations applicable to public entities.

SECTION 3: TERM

1. The term of this Contract shall be in full force and effect until June 30, 2022. The Contract will not automatically be renewed or extended; the Contract may be renewed by the Commission upon timely application by the School pursuant to the Act, and upon such terms and conditions as the Commission deems appropriate under the Act.

SECTION 4: REPRESENTATIONS, COVENANTS, AND WARRANTIES

1. **Purpose**: The School shall operate a public school consistent with the terms of the Charter and the Contract, and all applicable laws; shall achieve student outcomes according to the educational standards established by law, this Charter and Contract; and shall be governed and managed in a financially prudent manner.

2. **Mission**: The Charter School shall implement the mission identified below and shall report on the implementation of that mission in the manner described below.

   i. The mission of the McCurdy Charter School (MCS) is to provide a safe learning environment for the students of Northern New Mexico: an environment that recognizes that education is rooted in academic excellence and achievement, character development and awareness, and community engagement and leadership.

   ii. The Charter School shall report on the implementation of its mission in the following manner:

      a. Annually during the performance review visit required by the Act, as evaluated through the site visit team's observations and the school's response to any such observations;

b. Annually through any mission specific goals identified in the School's Performance Framework, Attachment A, incorporated herein by reference; and

c. At renewal, in the event that the School applies to the Commission for renewal, through a narrative in the renewal application.

3. **Enrollment Cap and Authorized Grade Levels**: The School is authorized to serve no more than 584 students in grades K-12.

   i. The School may make modifications as to the number of students in any particular grade, and number of students within a class to accommodate staffing decisions that are consistent with the School's programmatic needs; except that, nothing in this Contract shall give the School the authority to combine students from different grade levels into the same classroom unless the school's educational program explicitly provides for mixed grade or age education.

   ii. The School must annually, prior to beginning the annual enrollment process, establish the number of vacancies by grade level available for student enrollment in that year. That number will govern the enrollment throughout the school year.

   iii. The School may not exceed the building capacity of the Facility.

4. **Comprehensive Educational Program of the School**: The School's educational program shall be as described below:

   i. The McCurdy Charter School educational philosophy integrates academic, character and community elements through the Core Knowledge curriculum in grades K-8 and the Paideia methodology of Socratic discussion in grades 7-12, both of which are aligned with New Mexico Common Core State Standards.

   ii. All graduating seniors will have successfully completed 4 math credits.

   iii. All students will participate in a designated character development, anti-bullying, and social-emotional learning curriculum on a monthly basis, at a minimum.

   iv. The school will implement a digital learning plan to ensure technology use and instruction is integrated into all grade level curriculum.

   v. Students in every grade level will complete one classroom-based service learning project each semester. All graduating seniors will have successfully completed a one credit hour service learning course.

   vi. The school will offer co-curricular activities, including athletics through the New Mexico Activities Association.

   vii. The school implements a family engagement program to encourage family participation in the school community.

5. **Governance**:

   i. The School shall be governed by a governing body in the manner set forth in the governing body's bylaws, Attachment B, incorporated herein by reference.

   ii. The School's Governing Body shall have at least five members at all times; the exact number of Governing Body Members shall be specified in the bylaws.

iii. The School shall notify the Commission of all changes in membership within 30 days of the change.

iv. The Charter School shall replace any member who is removed or who resigns within 45 days of such removal or resignation.

v. No member of the Governing Body shall serve on the governing body of another charter school, unless the School has been granted a discretionary waiver from the Secretary.

vi. All governing body members shall comply with training requirements established in Section 6.80.5 NMAC, as amended.

vii. The School shall notify the Commission within 15 days of any and all allegations of, or convictions for, inappropriate contact with a student or other minor by a member of the Governing Body, and shall notify the Commission within 15 days of allegations of, or convictions for, any crime related to the misappropriation of school funds or theft of school property by a member of the Governing Body.

viii. The members of the Governing Body have a duty to comply with the provisions of this Contract, all applicable laws, including, without limitation, the Act, all regulations, and reporting requirements.

ix. The Governing Body is responsible for the policy decisions of the School; is responsible for hiring, overseeing, and terminating the Head Administrator of the School; and is entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

x. The Governing Body shall, at all times, be qualified to act as a qualified board of finance as demonstrated in Attachment C, which is incorporated by reference.

xi. In order to initially become qualified as a board of finance, the school shall provide:

a. The names, home addresses, personal email addresses, and personal phone numbers of each member of the board;

b. A statement signed by every member of the Governing Body stating that the Governing Body agrees to consult with the Department on any matter not covered by the manual of accounting and budgeting before taking any action relating to funds held as a board of finance;

c. A signed affidavit from each member of the Governing Body member declaring that the member is not a member of the governing body of any other charter school, unless it has been granted a waiver by the Secretary for that purpose, and that the member was not a governing body member of another charter school that was suspended and not reinstated, or failed to receive or maintain its board of finance designation; and

d. An affidavit or affidavits, signed by the School's licensed business official who will be given the responsibility of keeping the financial records of the School, describing the training completed, professional licensure held and degrees earned by him or her;

e. A copy of a certificate of insurance that indicates that the person who will be entrusted with handling the funds of the School is adequately bonded.

xii. Within 30 days of the change to any member of the Governing Body or the School's licensed business official who will be given the responsibility of keeping the financial records of the charter school, the school shall resubmit all information required in Section 4. Subsection 5.xi(a)-(e) above, revised to reflect the changes in staffing or board membership.

xiii. If at any time, the School's qualification as a board of finance is revoked by the Department, the Commission shall, at its next regularly scheduled meeting, consider whether to commence revocation proceedings to revoke the School's Charter. If the Commission decides not to revoke the charter, the School shall be required to develop and successfully implement a Corrective Action Plan to address the conditions and causes of the revocation of the School's qualification as a board of finance.

6. **Operation**:

i. The School shall be nonsectarian in its charter school programs, admission policies and employment practices and all other operations. Attachment D, incorporated herein by reference, states the School's admission policies and procedures.

ii. The School shall comply with all federal and state laws relating to the education of children with disabilities.

iii. The School shall comply with applicable federal, state and local rules, regulations and statutes relating to health, safety, civil rights and insurance.

iv. The School shall, in accordance with the Compulsory School Attendance Act, maintain records to document daily student attendance and shall make such records available for inspection upon request of the Commission and the Department. The School shall comply with the number of overall instructional hours required by statute, based on the grade levels served, which may be verified through budget reporting.

v. The School shall maintain student records in accordance with all other New Mexico public records retention requirements.

vi. The School shall allow the Commission and the Department to visit each school site at any reasonable time.

vii. The School shall allow the Commission and the Department to conduct financial, program or compliance audits and shall hold open for inspection all records, documents and files relating to any activity or program provided by the School relating to the School. All books, accounts, reports, files and other records relating to this Charter and Contract shall be subject, during normal business hours, to inspection and audit by the State for five years after termination of the Charter and the Contract.

viii. The School shall notify the Commission and the Department within 15 days of the allegations of, or convictions for, inappropriate contact with a student or other minor by any staff member, employee, or contractor and shall notify the Commission within 15 days of allegations of, or convictions for, any crime related to the misappropriation of school funds or theft of school property by any staff member.

ix. If the School receives federal grant funds that flow through the Department, the School shall timely submit financial and other reports required by the Department for the School's receipt of such funds.

x. The School shall comply with applicable federal, state and local rules, regulations and

statutes relating to public education unless the School is specifically exempted from the provision of law. All members of the Governing Body shall sign a certificate, in the form attached hereto as Attachment E, certifying their compliance with all federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools. Within 30 days of any change to the membership of the Governing Body, the School shall provide a signed certification from any new members in the form of Attachment E, which will be incorporated into this Contract.

xi. The School shall identify the non-discretionary waivers the School is utilizing and the discretionary waivers the School has requested from the Secretary in Attachment F, incorporated herein by reference.

a. If the school requests from, and is granted a discretionary waiver by the Secretary at any point during the Term, the School shall file a notification within 30 days of approval from the Secretary with the Commission to amend the Contract to reflect such waiver.

b. If the School begins making use of any additional non-discretionary waivers at any point during the charter term, the School shall file a notification within 30 days of first use of the waiver with the Commission to amend the contract to reflect the use of such non-discretionary waiver.

7. **Use of Volunteers**: The School covenants and represents that all volunteers it allows access to its students or the Facility will comply with state regulations regarding the use of volunteers set out in Section 6.50.18 NMAC.

8. **Background Checks**: The School shall comply with the requirements of Section 22-10A-5 NMAC 1978, relating to background checks for all staff, instructors, and volunteers, in whatever capacity, working with its students or at the Facility.

i. The School shall develop and implement policies and procedures to require background checks on an applicant who has been offered employment, and for all volunteers, contractors and contractor's employees with unsupervised access to students at the public school. The School shall comply with the Criminal Offender Employment Act.

ii. The Head Administrator of the School shall report to the Department any known conviction of a felony or misdemeanor involving moral turpitude of a licensed or certified school employee.

iii. The Head Administrator of the School or their respective designees shall investigate all allegations of ethical misconduct about any licensed or certified school employee who resigns, is being discharged or terminated or otherwise leaves employment after an allegation has been made, or incident occurs If the investigation results in a finding of wrongdoing, the Head Administrator of the School shall report the identity of the licensed or certified school employee and attendant circumstances of the ethical misconduct on a standardized form to the Department and the licensed or certified school employee within thirty days following the separation from employment. No agreement between a departing licensed or certified school employee and the School shall diminish or eliminate the responsibility of investigating and reporting the alleged ethical misconduct, and any such provision or agreement to the contrary is void and unenforceable.

9. **Sites**: The School shall provide educational services, including the delivery of instruction, at the following location(s):

McCurdy Charter School (K-12)
515 Camino Arbolera

Espanola, NM 87532

The School shall ensure the Facilities meet the charter school facilities standards in Section 22-8B-4.2(A, C, D) NMSA 1978, and shall ensure that the facilities comply with all applicable federal, state and local health and safety standards and other applicable laws, regulations and rules. The School shall provide the Lease(s) or Lease Purchase Agreement(s) for all facilities, which is attached to this contract as Attachment G incorporated herein by reference,

SECTION 5: PERFORMANCE FRAMEWORKS

1. **Performance Framework: Attachment A**, incorporated herein by reference, includes the Accountability Plan, Academic Performance Framework, Organizational Performance Framework, and Financial Performance Framework adopted by the Commission. These documents together set forth the academic and operational performance indicators and performance targets that will guide the Commission's evaluation of the School and the criteria, processes and procedures that the Commission will use for ongoing oversight of operational, financial and academic performance of the School.

2. **Academic Performance Indicators and Evaluation:** The School shall:

   i. Provide a comprehensive educational program that aligns with the state academic standards prescribed by the Department for the grades approved to operate.

   ii. Participate in the State-required assessments as designated by the Department or the U.S. Department of Education.

   iii. Timely report student level data for State-required assessments to the Department and report student level data from school administered assessments, as requested by the Commission or on a bi-annual basis if that data is incorporated into the Academic Performance Framework adopted by the Commission.

   iv. Meet or make substantial progress toward achievement of the Department's standards of excellence (C or better in the A-F Grading).

   v. Meet or make substantial progress toward achievement of the Department's standards of excellence or the performance standards identified in the Academic Performance Framework as adopted and modified periodically by the Commission.

      a. The Academic Performance Framework adopted by the Commission allows for the inclusion of additional rigorous, valid and reliable mission specific indicators proposed by a charter school to augment external evaluations of its performance, provided that the Commission approves of the quality and rigor of such proposed indicators and the indicators are consistent with the purposes of the Act. Any such indicators will be incorporated into Attachment A.

      b. If the School fails to meet its academic performance indicators in any year it must develop, submit, and begin implementing a School Improvement Plan within 60 days of the release of the academic performance information. The School Improvement Plan will be submitted to the Commission, but the Commission will not evaluate the quality of, or approve, the plan. The Commission may evaluate implementation of the plan through its annual site visits and provide feedback to the School regarding fidelity of implementation and effectiveness of the plan in improving School performance.

      c. If the School does not meet the performance standards in the Performance

Framework, it shall "make substantial progress" toward achievement of those standards as it is defined in the Commission's Accountability Plan included in Attachment A.

d. Failure to meet or make substantial progress toward meeting the performance standards shall be sufficient justification to revoke or non-renew the School's Charter.

vi. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

3. **Organizational Performance Indicators and Evaluation**: The School shall:

i. Comply with applicable federal, state and local rules, regulations and statutes relating to public education unless the School is specifically exempted from the provision of law.

ii. Timely submit all documentation, financial and other reports required by the Department or the Commission in order to evaluate the School's compliance with applicable federal, state and local rules, regulations and statutes relating to public education.

iii. Provide a written copy to the Commission, within 15 days of receiving a written notice of complaint filed against the School alleging violations of federal, state, or local law, regulation or rule, or a final determination from another state government division or agency, or state or federal court regarding any such complaint against the School.

iv. Cooperate with the Commission or authorized representative to enable them to conduct annual site visits and all other auditing visits requested or required by the Commission or the Department.

v. Meet the organizational performance standards identified in the Organizational Performance Framework as adopted and modified periodically by the Commission.

a. If the school fails to meet its organizational performance indicators, the School will be provided notice through the procedures in the Commission's Accountability Plan included in Attachment A.

b. The school may be required to develop, submit and implement a Corrective Action Plan to address deficiencies in its organizational performance. All Corrective Action Plans must be submitted to the Commission, but the Commission will not evaluate the quality of, or approve, the plan. The Commission may evaluate implementation of the plan through its site visits and provide feedback to the School regarding fidelity of implementation and effectiveness of the plan in improving school performance.

c. Failure to meet the organizational performance standards shall be sufficient justification to revoke or non-renew the School's Charter.

vi. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

4. **Financial Performance Indicators and Evaluation**: The School shall:

i. Meet generally accepted standards of fiscal management which shall include complying with all applicable provisions of the Public School Finance Code, the Procurement Code, and the Audit Act; paying debts as they fall due or in the usual course of business; complying with all federal requirements related to federally funded programs and awards;

refraining from gross incompetence or systematic and egregious mismanagement of the School's finances or financial records; and preparing and fairly presenting its financial statements in accordance with accounting principles generally accepted in the United States of America, which include the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

ii. Timely submit all documentation, financial and other reports required by the Department or the Commission. The School shall further timely submit any Corrective Action Plans or additional financial reporting or documentation that may be required by the Department or the Commission.

iii. Cooperate with the Commission to enable them, or its authorized representative to conduct all auditing visits requested or required by the Commission or the Department.

iv. Meet the financial performance standards identified in the Financial Performance Framework as adopted and modified periodically by the Commission, or provide an adequate response to explain why the School does not meet the performance standards and demonstrate the school is a financially viable and stable organization.

v. Failure to meet generally accepted standards of fiscal management shall be sufficient justification to revoke or non-renew the School's Charter.

vi. The School shall have a designated licensed business official and certified procurement officer. The School shall identify the current individual designated as the certified procurement officer and contains their CPO certification in Attachment H incorporated herein by reference. The school shall notify the Commission of all changes to the designated licensed business official or certified procurement officer within 30 days.

vii. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

5. **Chartering Authority's Duties and Liabilities:** The Commission, shall:

i. Evaluate all applications submitted by this charter school, including properly submitted amendment requests, and act timely on any such applications or requests;

ii. Monitor the performance and legal compliance of the School, in accordance with the requirements of the Act and the terms of the Charter and Contract;

iii. Review all relevant information to determine whether the School merits suspension, revocation or nonrenewal. All evaluation and monitoring will be carried out using the processes and criteria established in the Accountability Plan in Attachment A;

iv. Conduct all its activities in accordance with its chartering policies and practices, which shall be modified from time to time to be consistent with nationally recognized principles and standards for quality charter authorizing in all major areas of authorizing; and

v. Promptly notify the Governing Body of the School of unsatisfactory fiscal, overall governance or student performance or legal compliance and provide reasonable opportunity for the governing body to remedy the problem; Any such notice shall be provided in accordance with the Accountability Plan as provided in Attachment A.

vi. The Commission is not required to allow the school the opportunity to remedy the problem if the unsatisfactory review warrants revocation.

SECTION 6: ADDITIONAL TERMS

1. **Withheld Two-Percent of Program Cost:** The Charter Schools Division of the Department may withhold and use two percent (2%) of the school-generated program cost for administrative support of the School as provided in Section 22-8B-13 NMSA 1978. These funds are to be utilized in the following manner:

   i. New Mexico Public Education Department: The Department shall utilize the funds for the following purposes:

      a. Funding the staff to conduct work for the Division, which shall include:

         1. Conducting annual site visits and annual evaluations under the Performance Frameworks; receiving, processing, evaluating and making recommendations on new applications, amendment requests, and renewal applications; receiving, processing, and evaluating complaints; making recommendations to revoke charters, as necessary; making recommendations regarding School Improvement and Corrective Action Plans, as necessary; overseeing the closure of charter schools; and making recommendations regarding the development and implementation of authorizing policies and practices to ensure they are consistent with nationally recognized principles and standards for quality charter authorizing in all major areas of authorizing; and

         2. Technical assistance and support work such as providing training for new Governing Board members; providing Governing Body training; maintaining communication with the charter school field to keep them apprised of best practices, opportunities for support from Department, policy changes from the Commission; hosting other training and professional development; and developing other support materials.

      b. Funding a proportional share of the Department staff to conduct work, as determined by the Department, necessary to support the administrative oversight, approval of budget matters, capital outlay, transportation, special education, federal programs, school evaluation and accountability, annual financial audits, and T&E audits.

      c. Funding any other staff work necessary to provide professional support or data analysis to the Commission.

      d. The Commission's reasonable request for funding of any project or service to support the work of the Commission shall not be denied by the Department. The Commission's request for funding of project or service shall take budget priority over the Department's budget priorities or allocations.

      e. The Commission shall request an annual accounting from the Department on how the two percent (2%) was utilized and shall provide the information received to the school.

   ii. New Mexico Public Education Commission: The New Mexico Public Education Commission shall utilize the funds for the following purposes:

      a. Funding the travel and per diem expenses of Commissioners when conducting the business of the Commission.

b. Funding the administrative expenses of the business of the Commission.

iii. In addition to the above listed items, the Department and the Commission shall have authority to utilize the funds for similar or related costs for administrative support of charter schools and charter school programs.

2. Amendments to the Charter and Changes to the School:

i. This Contract may be amended by mutual agreement, in writing, of the parties. Processes for submitting requests to amend, or notifications of amendments, as amended from time to time, shall be posted on the Commission's website as an Amendment Request or Notification. The School shall not take action or implement the amendment until approved by the Commission unless the Commission's processes indicate otherwise.

a. All amendment requests and notifications shall be submitted pursuant to the procedures developed by the Commission.

b. The Commission shall consider and vote on all properly submitted amendment requests and notifications within 60 days of receipt of a complete submission.

ii. If the Parties cannot agree on an amendment to the terms of the contract, either party may appeal to the Department Secretary pursuant to Section 22-8B-9(A) and (C) NMSA 1978.

3. Insurance:

i. The School shall obtain and maintain insurance in accordance with the laws of the State.

ii. The School will participate in the Public School Insurance Authority.

iii. Waiver of Rights: The School and its insurers providing the required coverage shall waive all rights of recovery against the State and the Commission, or the Department, their agents, officials, assignees and employees.

iv. The School shall maintain the following types and amounts of insurance liability coverage:

- Crime/Employee Dishonesty - $2,000,000 per occurrence limit
- General Liability including School Board Legal Liability (Errors and Omissions) - $_____
- Employment Practice Liability and Directors and Officers Coverage - $_____
- Automobile Liability - $ _____

4. Charter Revocation: The Commission may at any time take action to revoke the Charter and Contract of the School.

i. **Criteria**: Pursuant to the Act, the Commission may revoke the Charter if the Commission determines that the School:

a. Committed a material violation of any of the conditions, standards or procedures set forth in the Contract,

b. Failed to meet or make substantial progress toward achievement of the department's standards of excellence or student performance standards identified

in the Contract,

c. Failed to meet generally accepted standards of fiscal management, or

d. Violated any provision of law from which the School was not specifically exempted.

ii. **Procedures and Timeline:** The Commission shall utilize the following revocation process:

a. Notify the school at least 7 days prior to a regularly scheduled meeting that it will be on the agenda for consideration of whether to issue a Notice of Intent to Revoke the Charter.

b. Issue a written Notice of Intent to Revoke the Charter within 15 days of voting to issue such a notice. The Notice shall:

1. State the legal basis for the potential revocation, and reasonably identify the evidence that the Commission has to support the existence of the legal basis;

2. Identify the date, location, and time at which a revocation hearing will be held;

3. Establish deadlines for the School and the Commission to present written materials and all evidence that will be used during the hearing; and

4. Identify if the hearing will be conducted by the Commission or by an impartial hearing officer. If a hearing officer is to be used, the Notice shall establish the date on which the Commission will consider whether to accept, reject, or modify the hearing officer's findings of facts, conclusions of law, and recommendations.

c. After a hearing, upon making a final revocation decision, the Commission shall issue a written decision, through the Chair, within 15 days of voting to revoke the charter stating the findings of fact and conclusions of law that support the revocation.

5. **Charter Renewal Processes:** Within the time period established by the Act, the School's Governing Body may submit a renewal application to the Commission using the Commission's renewal application form as it may be amended from time to time. The application shall include all information required by law and necessary for the Commission to determine whether renewal, non-renewal, or a conditional or short-term renewal is most appropriate.

i. Criteria: Pursuant to the Act, the Commission may refuse to renew the Charter if the Commission determines that the school:

a. Committed a material violation of any of the conditions, standards or procedures set forth in the Contract,

b. Failed to meet or make substantial progress toward achievement of the Department's standards of excellence or student performance standards identified in the Contract,

c. Failed to meet generally accepted standards of fiscal management, or

d. Violated any provision of law from which the School was not specifically exempted.

ii. Procedures and Timeline: The Commission shall utilize the following renewal process:

a. At least one year prior to the date on which the school will apply for renewal, the Commission's authorized representatives will notify the school of its preliminary renewal profile, as established in the Commission's Accountability Plan which is incorporated herein as Attachment A.

b. At least 20 days prior to Commission's meeting at which it will consider the school's renewal application, the Commission's authorized representatives will provide the School with a preliminary application analysis and recommendation. The recommendation shall:

1. State the legal basis for potential non-renewal, and reasonably identify the evidence to support the existence of the legal basis; and

2. Establish deadlines for the School to present its written materials and all evidence that will be used to respond to the recommendation, which shall be not less than 10 days from the date of the delivery of the recommendation.

c. No later than seven (7) days prior to the Commission's meeting at which it will consider the school's renewal application, the Commission's authorized representatives will provide the school with a final application analysis and recommendation.

d. Upon making a final non-renewal decision, the Commission, through the Chair, shall issue a written decision within 30 days of voting to non-renew the charter stating the findings of fact and conclusions of that support the revocation.

6. **Applicable Law:** The material and services provided by this School under this Charter shall comply with all applicable federal, state, and local laws and shall conform, in all respects, to the educational standards contained in its application and Charter. This Charter shall be governed and interpreted in accordance with the laws of the State.

i. In the event of any conflict among the documents and practices defining this relationship, it is agreed that:

a. The Contract shall take precedence over policies of either Party and the Charter; and

b. If a provision in the Performance Framework conflicts with a provision in the Contract, the Contract shall take precedence over the Performance Framework.

ii. This Contract shall not take precedence over any applicable provisions of law, rule or regulation.

iii. In the event of a change in law, regulation, rule, procedure or form affecting the School during the term of this Contract, the Parties shall comply with the change in law, rule, regulation or procedure or utilize the new form, provided.

a. If an amendment to this Contract is required to comply with a change in the law or rule, then the Parties shall execute such an amendment.

7. **Charter Interpretation:**

i. Merger: This Charter and Contract, including all of the attachments, constitute the entire agreement of the Parties. NMSA, Commission policies, and Department policies, and administrative rules and regulations which may be amended from time to time during the course of the Charter, are incorporated into this Charter, along with any amendments which may occur during the term of the Charter, by this reference.

ii. Waiver: Either party's failure to insist on strict performance of any term or condition of the Charter shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

iii. Severability: The provisions of this Charter are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Charter or Contract.

iv. Assignment: Neither party may assign or transfer any right or interest in this Charter and Contract unless authorized by law. No assignment, transfer or delegation of any duty of the School shall be made without prior written permission of the Commission.

8. **Indemnification and Acknowledgements:** To the extent permitted by law, the Charter School shall indemnify, defend, save and hold harmless the Commission, the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the School or any of its directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such School to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree that is applicable to the School. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the School from and against any and all claims. It is agreed that the School will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This provision shall be subject to annual budget and appropriation by the New Mexico Legislature.

9. **Employees and Contractors:** This Charter is not an employment contract. No officer, employee, agent, or subcontractor of the School is an officer, employee, or agent of the Commission or the Department.

10. **Non-Discrimination**: The School shall comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act. The School shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, sexual orientation, gender identity, spousal affiliation, national origin or disability.

11. **Notices**: 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**:
Deborah Bennett Anderson 25 Placita Road	Patricia Gipson Chair

Espanola, NM 87532
dbanderson@mcsk12nm.org
(505) 753-5222

New Mexico Public Education Commission
300 Don Gaspar
Santa Fe, NM 87501

Nancy O'Bryan
395 County Road 57
Okhay Owingeh, NM 87566
nobryan@mcsk12nm.org
(505) 852-4042

Sandy Beery
515 Camino Arbolera
Espanola, New Mexico 87532
sbeery@mcsk12nm.org
(505) 280-2283

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

12. **Dispute Resolution:** Disputes arising out of the interpretation of this Contract shall be subject to the dispute resolution process set forth in this section. Disputes arising out of interpretations of state or federal statute, regulation, or policies of a federal entity or a different state entity, Charter revocation, or Charter renewal shall not be subject to this dispute resolution process.

    i. **Notice of Dispute:** Either party shall notify the other party in writing that a dispute exists between them within 30 days from the date the dispute arises. The notice of dispute shall identify the Paragraph of this Contract in dispute, reasons alleged for the dispute and copies of any documentation that supports the complaining party's position. If the dispute is not timely presented to the other party, the party receiving late notice may elect not to enter into mediation.

    ii. **Continuation of Contract Performance:** The School and the Commission agree that the existence and details of a dispute notwithstanding, the Parties shall continue without delay their performance of this Contract, except for any performance that may be directly affected by such dispute.

    iii. **Time limit for response to the notice and cure of the matter in dispute:** Upon receipt of a Notice of Dispute, the Chair of the Commission or the Charter Representative of the Charter School shall have 15 days to respond in writing.

        a. The written response may:

            1. Propose a course of action to cure the dispute;

            2. Propose the parties enter into informal discussions to resolve the matter; or

            3. Require the parties select a neutral third party to assist in resolving the dispute.

        b. If no response is received within 15 days, the Party sending the Notice may invoke the process for selecting a neutral third party to assist in resolving the dispute.

        c. If the written response proposed a course action or negotiations to resolve the dispute, the party sending the Notice shall respond within 15 days or receiving the

response.

d. At any point in this informal process, either Party may, in writing, invoke the process for selecting a neutral third party to assist in resolving the dispute.

iv. **Selection of a neutral third party to assist in resolving the dispute:**

a. If either Party invokes the process for selecting a neutral third party to assist in resolving the dispute, it shall include in the notice the name of a proposed mediator along with his/her qualifications.

b. If the other Party does not agree to the proposed mediator, it shall identify an alternate mediator along with his/her qualifications within 5 business days.

c. If the other Party does not agree with the alternate designation, it shall give notice within 5 business days.

d. In the event that the Parties cannot agree on a mediator the Parties shall request that the Secretary appoint a mediator. The appointed mediator shall mediate the dispute.

v. **Apportionment of all costs related to the dispute resolution process:** Each Party shall pay one-half of the reasonable fees and expenses of the mediator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, shall be paid by the Party incurring such costs.

vi. **Process for Final Resolution of Dispute:** If settlement of the dispute is not reached through mediation or by agreement of the Parties, the Parties shall submit the matter to the Secretary for resolution.

13. **Non-Availability of Funds:** Every payment obligation of the State under this Charter is conditioned upon the availability of funds continuing to be appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Charter, the Commission may terminate this Charter at the end of the period for which funds are available. No liability shall accrue to the Commission, nor the State, or any of its subdivisions, departments or divisions, in the event this provision is exercised, and neither the Commission nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

14. **Release of Funding:** A School may not receive state equalization funding until a current NMCI determination, certificate of occupancy, and occupancy permit for educational use are provided for each site listed in Section 4.10. (and each site subsequently approved by the New Mexico Public Education Commission). A School may not receive state equalization funding until the Commission has determined that the school has satisfied all conditions imposed by the Commission at initial approval and has demonstrated readiness to operate through completion of the Commission's Implementation Year Checklist. Upon request for renewal, the School may not receive state equalization funding until the Commission has determined that the school has satisfied all conditions imposed by the Commission.

MCCURDY CHARTER SCHOOL

Executed this 31st day of May 2018.

By Deborah Bennett Anderson

Deborah Bennett Anderson, Charter Representative for McCurdy Charter School

NEW MEXICO PUBLIC EDUCATION COMMISSION

Executed this 6 day of June 2018.

By _____

Patricia Gipson, Chair of the New Mexico Public Education Commission.

Charter Contract Amendment for McCurdy 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 McCurdy 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 with the following condition:

The School must provide a plan outlining how the school will improve its fiscal processes and with goals towards reducing audit findings and repeat audit findings. 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, unchanged from the original contract) is as follows:

To provide a safe learning environment for the students of northern New Mexico: an environment that recognizes that education is rooted in academic excellence and achievement, character development and awareness, and community engagement and leadership.

4.) Educational Program:

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

   i. The McCurdy Charter School education philosophy integrates academic, character, and community elements through the Core Knowledge curriculum in grades K-5 and inquiry-based learning, including the Paideia methodology of Socratic discussion in grades 6-12, both of which are aligned to the New Mexico Common Core State Standards.
   ii. All graduating seniors will complete 4 math credits, including financial literacy.
   iii. All students will participate in a designated character development, anti-bullying, and social emotional learning curriculum on a monthly basis, at a minimum.
   iv. Students in every grade level participate in ongoing service learning at the classroom, school (elementary and secondary), and charter levels which is focused on improving the school and local community. All graduating seniors will have successfully completed a one-hour service learning course.
   v. The school will offer co-curricular activities, including athletics through the New Mexico Activities Association.
   vi. The school implements a family engagement program to encourage family participation in the school community.

b. The school will provide 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:**
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

MCCURDY CHARTER SCHOOL

By: Chris E. Martinez (Jun 28, 2022 07:46 MDT)

Chris Martinez
President Governing Board

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

BEFORE THE PUBLIC EDUCATION COMMISSION

STATE OF NEW MEXICO

TRANSCRIPT OF PROCEEDINGS
OPEN PUBLIC MEETING
May 20, 2022
9:00 a.m.
VIA ZOOM WEBINAR VIDEO TELECONFERENCE

REPORTED BY: Cynthia C. Chapman, RMR-CRR, NM CCR #219
Bean & Associates, Inc.
Professional Court Reporting Service
201 Third Street, NW, Suite 1630
Albuquerque, New Mexico 87102

JOB NO.: 6327N (CC)

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1 Performance Framework?"
2 So it was a really -- I mean, I was very
3 impressed with the process, once again, really
4 grateful for all the time and effort from this
5 subcommittee. And those Commissioners who attended
6 any of the meetings, really, really helpful. So I
7 do want to pause and stop and say thank you to
8 everyone real quick. I should have done that right
9 at the beginning. But often I jump right into the
10 business part of it.
11 So thanks to everyone. And thank you to
12 the schools for all of the work that it took for you
13 all to get to this point, too, and being such great
14 collaborators throughout this process as well.
15 All right. That being said, I'm going to
16 move right back into business with "e," McCurdy
17 Charter School.
18 McCurdy Charter School is an existing
19 State charter renewed with a financial condition.
20 So there will be three documents to
21 approve: First, the amendment to the existing
22 contract; next is the Performance Framework; the
23 last is the condition documentation.
24 The condition is that the school is
25 improving its fiscal processes and with goals

27

1 towards reducing audit findings and repeat audit
2 findings.
3 The compliance is embedded in the Google
4 Docs that's listed. So you have been able to remove
5 those more at depth in there.
6 The mission goals are located on Page 6 of
7 the Performance Framework.
8 The first one is, in grades 3 through 12,
9 will achieve a passing score or increasing an
10 achievement level on the Galileo Test in English
11 language arts.
12 And then they also have that grades 3
13 through 12 will achieve a passing score, or
14 increasing an achievement level, on the Galileo Test
15 in math.
16 Ms. Barnes.
17 MS. JULIA BARNES: Just wanted to
18 highlight the condition documentation.
19 Again, the school, again, worked with CSD
20 staff. And a lot of that initial work went into the
21 template that they'll use each year. And they have
22 it so that it can be easily -- you know, when they
23 submit the document, CSD can also check it quite
24 quickly.
25 THE CHAIR: All right. Commissioners, any

28

1 questions for this school or on this school?
2 (No response.)
3 THE CHAIR: All right. I would entertain
4 a motion.
5 Commissioner Gipson.
6 COMMISSIONER GIPSON: I move that the
7 Public Education Commission adopt the charter
8 contract amendment, Performance Framework, and
9 condition documentation for McCurdy Charter School,
10 identified as Document 06.E.1-3, for the 2022-2027
11 charter term.
12 I further move that the amendment be
13 signed by the Chair and all documents be sent to the
14 school's governing board for consideration.
15 COMMISSIONER VOIGT: I'll second.
16 THE CHAIR: Thank you.
17 There's a motion by Commissioner Gipson
18 and a second by Vice Chair Voigt.
19 Any further discussion?
20 (No response.)
21 THE CHAIR: All right. Secretary Armijo.
22 COMMISSIONER ARMIJO: Thank you.
23 Commissioner Armijo votes yes.
24 Chair Burt.
25 THE CHAIR: Yes.

29

1 COMMISSIONER ARMIJO: Commissioner
2 Carrillo.
3 COMMISSIONER CARRILLO: Yes.
4 COMMISSIONER ARMIJO: Commissioner Gipson.
5 COMMISSIONER GIPSON: Yes.
6 COMMISSIONER ARMIJO: Commissioner Manis.
7 (No response.)
8 COMMISSIONER ARMIJO: Come back.
9 Commissioner Robbins.
10 COMMISSIONER ROBBINS: Yes.
11 COMMISSIONER ARMIJO: Commissioner Voigt.
12 COMMISSIONER VOIGT: Yes.
13 COMMISSIONER ARMIJO: And Commissioner
14 Manis.
15 (No response.)
16 COMMISSIONER ARMIJO: Okay. That vote
17 passes, six to zero.
18 THE CHAIR: Thank you.
19 All right. That moves to Item "f," New
20 America School-Las Cruces.
21 New America School-Las Cruces was an
22 existing State charter, is renewed without a
23 condition.
24 So there are two documents to approve:
25 The first is the amendment to the existing contract;

McCurdy Charter School Governance Board

MCS Governance Board Officers
Chris Martinez – Chairperson
Juan Valdez – Vice Chairperson
Nancy O'Bryan – Treasurer
Crystal Espinoza - Secretary

MCS Governance Board Members
Deborah Bennett Anderson

Date of Meeting: Thursday, June 23, 2022 **Time**: 6:00

Location of Meeting:

☐ 515 Camino Arbolera, Espanola NM 87532 - Pringle Building Conference Room
Pringle Building is located south of the main campus building next to the football field
☒ Virtual meeting.

Special Meeting Minutes - DRAFT

1. Welcome & Call to Order — Martinez
   The meeting was called to order by board chair Chris Martinez.
2. Roll Call, MCS Governance Board — Espinoza
   Roll call conducted by Crystal Espinoza. Juan Valdez absent, but joined later in the meeting. All other members present
3. Approve Agenda — Martinez
   Agenda approved with following changes: item 4.1 removed from consent agenda; item 6 removed from agenda; items 9-12 moved before item 8.
4. Consent Agenda* — Martinez
   ~~4.1 Meeting minutes 3/24, 5/02, 5/22~~
   4.2 Updated MCS Calendar 2022-23
   The consent agenda was approved unanimously.
5. Financial Management
   5.1 Finance Committee Update — O'Bryan
   5.2 Business Manager's Report — Mooney
   5.3 BARS* — Mooney
   Finance committee update provided by N. O'Bryan and S. Tario. Business Manager's Report provided by D. Mooney. Financial reports for May are almost completed and should be provided before the next regular meeting. There were not BARS.
6. ~~Board Development Update~~ — ~~Callahan~~
7. Charter Renewal – 5-year contract with PEC including financial condition* — Martinez
   The charter renewal contract was discussed at length, with special attention paid to item 2 under the Educational Program. The Board would like to amend the contract to remove item 2 (requirement for financial literacy). The board voted to approve the contract. (NOTE: per emails with PEC and school attorney, the contract will be approved and an amendment sought for item 2).

DRAFT

9. Director's Report — Tario
   9.1 Academic Performance
   9.2 RFP vendor selections*
   S. Tario provided a director's report with summer updates. This included an overview and discussion of changes to the schedule for elementary.
   The board ratified the selection of the food services vendor (A'viands), janitorial services vendor (SMI), and business management vendor (D. Mooney).

10. Friends of MCS Foundation Update — O'Bryan
    N. O'Bryan provided an update on Friends of MCS. The Friends are continuing their work focused on preparation for building purchase in 2023.

11. Governance Board Comments — Governance Board

12. Next Meeting Date — Martinez
    The next board meeting will take place on August 11 unless a July meeting becomes necessary.

8. Executive Session* — Martinez
   N. O'Bryan recused; the board entered voted unanimously to enter executive session for the purpose of discussing personnel matters.

13. Adjourn — Martinez
    The meeting was adjourned after the board exited executive session and resumed the regular session.

Chris E. Martinez (Jun 28, 2022 11:55 MDT)

Chris Martinez, Governance Board Chairperson

2022 - 0623 - Special Meeting Minutes DRAFT

Final Audit Report 2022-06-28

Created:	2022-06-28
By:	Sarah Tario (stario@mcsk12nm.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5ODhn5M15ElGggWHbcvIKwyGj8k6Qc0P

"2022 - 0623 - Special Meeting Minutes DRAFT" History

Document created by Sarah Tario (stario@mcsk12nm.org)
2022-06-28 - 7:50:36 AM GMT- IP address: 172.113.98.249

Document emailed to cmartinez@mcsk12nm.org for signature
2022-06-28 - 7:51:08 AM GMT

Email viewed by cmartinez@mcsk12nm.org
2022-06-28 - 7:51:12 AM GMT- IP address: 66.249.92.35

Document e-signed by Chris E. Martinez (cmartinez@mcsk12nm.org)
Signature Date: 2022-06-28 - 5:55:15 PM GMT - Time Source: server- IP address: 174.205.168.99

Agreement completed.
2022-06-28 - 5:55:15 PM GMT

Adobe Acrobat Sign

McCurdy Charter School –
Charter Renewal Documentation showing compliance with school condition

The McCurdy Charter School Executive Director and/or designee will submit evidence to the Charter Schools Division (CSD) staff by January 15 of each year of the 2022-2027 contract that the school is improving its fiscal processes and with goals towards reducing audit findings and repeat audit findings.

I affirm that the information is correct as provided below, is further detailed in the google sheets linked below or is explained further in the comment section below.

_____
McCurdy Charter School Executive Director or designee

_____
Date (On or before January 15 of each year of the charter)

Improvement Actions	Date Completed	Notes on Progress (with date)	Status
Meeting with the finance committee to review past audit findings, discuss potential root causes, and review improvement actions. Follow up meeting with the audit committee to review improvement		Annual meeting with finance and audit committee. Update will be provided to those not in attendance.	

actions. PERSONS RESPONSIBLE: Sarah Tario, Deanna Mooney, Nancy O'Bryan, Deborah Bennett Anderson			
Review of school wide finance related training. Set dates for required staff training to be completed annually. At least one training to be scheduled for beginning of school year and included in onboarding for new staff. Training should address specifically cash handling and purchase requisition processes. PERSONS RESPONSIBLE: Sarah Tario, Deanna Mooney, Bernadette French, Alissa Trujillo		Employing within On-Boarding Information uploaded annually here: ON BOARDING FILES Follow Ups will be required with staff that are not performing according to standards.	
Review of cash handling procedures and recommendation for any updates. Recommendations forwarded to the finance committee for review and adoption. If policy changes are recommended, policy updates presented to the Governance Board for approval at a regular meeting PERSONS RESPONSIBLE: Sarah Tario, Deanna Mooney, Robin Martinez,		Link to current cash handling procedures. Indicate where the procedures were either not followed or needs adjusting based on previous audit findings. Information uploaded annually here: CASH HANDLING FOLDER	

Alissa Trujillo			
Training based on prior audit findings for business office, administrative staff, and athletic department to be completed before end of fiscal year and annually thereafter. PERSONS RESPONSIBLE: Deanna Mooney, Sarah Tario, Jonathan Borrego		Reviews will be conducted before the staff's last day on campus for the school year and annually with athletics before the first athletic event. Audit now released working on cash handling with athletics specifically. Information uploaded annually here: [AUDIT COMMITTEE FOLDER FY21]	
Development of staff onboarding training for business office procedures and HR. Training posted in staff Canvas along with other annual trainings. Review of HR files for consistency and verification that all required forms are included in file (e.g. contract, PAF, background check verification, etc) PERSONS RESPONSIBLE: Deanna Mooney, Sarah Tario, Jonathan Borrego		Annual training being planned for all staff during start of year PD. Reviews conducted before the teacher/staff last day on campus. If signatures are missing on forms they will be resolved then. Jonathan Borrego will review during the offer of re-employment and end of year check out.	
Development/review of an annual calendar for review and implementation of processes for the business office including RfRs, HR file			

review, review of cash receipts, review of BARS, review of accounts payable. Annual calendar will include internal audit dates to review compliance and retraining needs. PERSONS RESPONSIBLE: Deanna Mooney, Sarah Tario			
Twice annual review of budget to ensure we have appropriate budget authority previous to end of fiscal year. Reviews scheduled with administrator and business manager in February (during budget development) and May. Annual calendar will include this review. PERSONS RESPONSIBLE: Deanna Mooney, Sarah Tario			

Comments on completion of condition terms, (*complete if needed*):

_____

_____

_____

_____

New Mexico Public Education Commission

New Mexico Public Education Commission

Charter Performance Review and Accountability System

McCurdy Charter School
2022-2027

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Introduction

Through charter schools, the Public Education Commission ("PEC") as Chartering Authority seeks to provide families with effective, quality educational options.

The PEC is responsible for setting and implementing chartering policies that are consistent with New Mexico charter school law, charter agreements established with schools, and nationally recognized principles and standards for quality charter authorizing. The PEC, through its authorized representative(s), will carry out the data collection and monitoring activities described in the Performance Review and Accountability System.

The New Mexico Charter Schools Act purpose:

> The Charter Schools Act … is enacted to enable individual schools to structure their educational curriculum to encourage the use of different and innovative teaching methods that are based on reliable research and effective practices or have been replicated successfully in schools with diverse characteristics; to allow the development of different and innovative forms of measuring student learning and achievement; to address the needs of all students, including those determined to be at risk; to create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site; to improve student achievement; to provide parents and students with an educational alternative to create new, innovative and more flexible ways of educating children within the public school system; to encourage parental and community involvement in the public school system; to develop and use site-based budgeting; and to hold charter schools accountable for meeting the department's educational standards and fiscal requirements. (§22-8B-3 NMSA 1978 *et seq*.)

Performance Review and Accountability System Objectives

The PEC seeks to establish a Performance Review and Accountability System that strikes the appropriate balance between charter school autonomy and chartering authority intervention. The Performance Review and Accountability System is an adaptive tool subject to continuous review and improvement so that the students in New Mexico public charter schools are effectively served.

The PEC invites New Mexico's charter schools to be partners in the development and continuous improvement of this Performance Review and Accountability System.

The PEC is committed to providing clear expectations about charter school performance and chartering authority oversight activities. The PEC objectives for charter school performance review and accountability include:

- Provide clarity about the process and timeline for collecting performance framework data
- Streamline data collection and decrease the burden on NM charter schools
- Consider overall school academic performance across a range of different indicators, including optional, unique, school-identified measures for evaluating mission-specific goals
- Ensure all data and evidence can be reliably and accurately collected and measures can be reliably and accurately evaluated
- Establish financial metrics that provide clarity about the financial health of charter schools

- Establish clear policies and procedures for how performance frameworks inform the PEC actions and decisions, including a range of interventions that the PEC will take in response to charter school under performance
- Provide annual performance reports that are publicly available to families and schools

Appendix A: Academic, Organizational, and Financial Performance Framework

The PEC Charter School Performance Framework sets the academic, fiscal, and organizational standards by which the PEC-authorized public charter schools will be evaluated, informing the PEC and the charter school about the school's performance and sustainability. The Performance Framework consists of three separate, free-standing frameworks. Performance under these three separate frameworks does not get rolled up into one overall evaluation. No one document necessarily carries more weight than any other.

Academic Framework: The academic framework includes measures that allow the PEC to evaluate the school's academic performance and assess whether the academic program is a success and whether the charter school is implementing its academic program effectively. The framework includes measures to evaluate student proficiency, student academic growth, achievement gaps in both proficiency and growth between student subgroups, and for high schools, post-secondary readiness, and graduation rate. The framework also includes unique, school-identified measures for evaluating mission-specific goals. These goals must be approved by the PEC to ensure quality and rigor of proposed indicators and that the indicators are consistent with the purposes of the Charter Schools Act.

Organizational Framework: The Organizational Framework primarily lists the responsibilities and duties that charter schools are required to meet through state and federal laws. The organizational framework is the primary focus of the annual school visit process. It was developed pursuant to the New Mexico Charter Schools Act and includes indicators, criteria statements, and metrics related to schools' educational program, financial management, governing body performance, school environment, and employee and student policies, including compliance with all applicable laws, rules, policies, and terms of the charter contract. For each indicator a school receives one of three ratings: "Meets Standard," "Working to Meet Standard" and "Does Not Meet Standard". Indicator ratings are assigned based on evidence that the school is meeting the criteria statement(s).

Based on performance across the organizational indicators and measures, schools receive an overall organizational rating that is used by the PEC in annual monitoring and renewal decisions. The overall rating will be either "Meets Standard" or "Does Not Meet Standard" based on cumulative performance on the organizational indicators. A school will only receive an overall rating of "Does Not Meet Standard" if the school receives "Does Not Meet Standard" ratings for three more indicators.

Financial Framework: The financial framework is used to evaluate whether the school is meeting financial performance expectations for purposes of annual evaluations and renewal decisions.

Academic Performance Framework

The Academic Performance Framework answers the evaluative question: Is the academic program a success? The framework includes indicators and measures that allow an evaluation of the school's academic performance and was developed pursuant to the New Mexico Charter Schools Act. This section includes indicators, measures, and metrics for student academic performance; student academic growth; achievement gaps in both proficiency and growth between student subgroups; and graduation rate and post-secondary readiness measures for high schools. (Section 22-8B-9.1.A. (1-3, 6, 7) NMSA 1978).

The Academic Performance Framework includes three indicators, with several required measures, and allows for the inclusion of additional rigorous, valid, and reliable indicators proposed by the school to augment external evaluations of school performance.

Note: Schools listed in the lowest 40% of school ranking by the PED that are not a SAM school or a Supplementary Accountability Model School (either identified by PED, or identified by PED using a previous definition, as a SAM school) shall prepare an improvement plan to improve any deficiencies. These plans shall be assessed under Organizational Indicator 1.f below.

Description of Academic Framework Indicators and Measures

Indicator 1: Student Academic Performance: Components from NM System of School Support and Accountability The State scoring will be used to score this indicator, including allocation of points for each subpart and for total scoring assigned to the school by the State.	
Measure	**Description**
1.1 Math and Reading Proficiency	Math and Reading Proficiency (percentage of students who are proficient on state assessments in math and reading).
1.2 English Learner Progress Toward English Language Proficiency	English learner progress toward English language proficiency (measured by the WIDA ACCESS assessment of English learners).
1.3 Science Proficiency	Science proficiency (percentage of students who are proficient on state assessments in science).
1.4 Growth of Highest-Performing Students (Q4)	These growth measures are calculated separately for three student subgroups. The three student subgroups are the lowest-performing students (lowest 25%), the middle-performing students (middle 50%) and the highest-performing students (highest 25%).
1.5 Growth of Middle performing students (Q2/3)	
1.6 Growth of Lowest-Performing Students (Q1)	

Measure	Description
1.7 Graduation Rate	The graduation measure includes 4-year, 5-year, and 6-year cohort graduation rates. Graduation rates are one-year lagged, meaning that rates published in the school report are for the cohort that graduated by August 1 of the prior year. Rates are calculated for 4-, 5- and 6- year graduates. Calculation of 4-year, 5-year, and 6-year cohort graduation rates uses the Shared Accountability method, which gives each school in which the student was enrolled in high school proportional credit for their timely or lack of timely graduation. For schools that qualify as SAM schools, an auxiliary graduation rate is computed using a senior completer method which includes only 12th grade students who are not members of the 4-year cohort.
1.8 Growth in 4-year Graduation Rate	Improvement in the 4-year graduation rate is based on the slope of the 4-year graduation rates for the past three years. For schools that have a 4-year graduation rate that is over 90%, all points are awarded for graduation growth.
1.9 Career and College Readiness	College and Career Readiness (CCR) scores are determined by the percentage of the prior year 4-year graduation cohort members who show evidence of participating in college or career preparation, along with the proportion of those students meeting a benchmark. This indicator is also one-year lagged and calculated using the shared accountability model. High school students are expected to participate in at least one college or career readiness program: 1) College entrance exams (Accuplacer, ACT, ACT Aspire, Compass, PLAN, PSAT, SAT, or SAT Subject Test); 2) Evidence that the student can pass a college-level course (Advanced Placement, Dual Credit, or IB); or 3) Eligibility for an industry-recognized certification (Career Technical Education). Points are given separately for students' participation and for their success in achieving targets. SAM schools are allowed use of additional indicators including ASVAB, WorkKeys, and TABE.
1.10 Chronic Absenteeism	Schools earn points based on the percentage of students who were not chronically absent. A chronically absent student is one who was absent from school for any reason for at least 10 percent of the days enrolled.
1.11 Educational Climate Survey, Multicultural Initiatives, and Socio-emotional Learning (SEL)	The Educational Climate survey measures the extent to which classroom teachers demonstrate instructional practices known to facilitate student learning. Students answer survey questions on topics such as classroom teaching and expectations of students.

Indicator 2: Subgroup Performance Subgroup measures are based on the school's relative performance (statewide percentile rank) compared to all NM public schools serving the same grades. Points are assigned using the State scoring allocation for each subpart, for all students statewide and for any other data required to score this section. Points assigned for each subgroup are averaged to calculate overall points for measures 2.1, 2.2, and 2.3.	
Measure	**Description**
2.1 Subgroup Growth of Highest-Performing Students (Q4)	Students are compared to all students statewide serving the same grade levels, based on the Growth results calculated by NM PED for Q4 students.
2.2 Subgroup Growth of Middle-Performing Students (Q2/3)	Schools are compared to all students statewide serving the same grade levels, based on the Growth results calculated by NM PED for Q2/3 students.
2.3 Subgroup Growth of Lowest-Performing Students (Q1)	Schools are compared to all students statewide serving the same grade levels, based on Growth results calculated by NM PED for Q1 students.
2.4 Subgroup Proficiency	Students are compared to all students statewide serving the same grade levels, based on subgroup proficiency rates for all eligible subgroups.

Indicator 3: School-Specific Goals Additional indicators to augment external evaluation of performance, consistent with the purposes of the Charter Schools Act NMSA§22-8B-9.1(C).)	
Description	**Points**
	100

Mission Specific Goal(s) for McCurdy Charter School

Goal #1:

Galileo achievement levels are as follows:
Intervene - Level 1
Monitor - Level 2
Support - Level 3 (passing)
Enrich - Level 4 (passing)

Academic Achievement & Excellence – ELA		
Measure	Description of Target	Points
Exceeds Standard	85% or more of students in grades 3-12 at McCurdy Charter School that were enrolled during the full annual Galileo test administration cycle will achieve an ELA "passing" score (Support - level 3, or Enrich- level 4) OR, if below passing, will increase their achievement level by at least one level between the Beginning of Year (BOY) and End of Year (EOY) assessment.	100

Meets Standard	60-84% of students in grades 3-12 at McCurdy Charter School that were enrolled during the full annual Galileo test administration cycle will achieve an ELA "passing" score (Support - level 3, or Enrich- level 4) OR, if below passing, will increase their achievement level by at least one level between the Beginning of Year (BOY) and End of Year (EOY) assessment.	75
Working to meet standard	40-59% of students in grades 3-12 at McCurdy Charter School that were enrolled during the full annual Galileo test administration cycle will achieve an ELA "passing" score (Support - level 3, or Enrich- level 4) OR, if below passing, will increase their achievement level by at least one level between the Beginning of Year (BOY) and End of Year (EOY) assessment.	25
Does not meet standard	0-39% of students in grades 3-12 at McCurdy Charter School that were enrolled during the full annual Galileo test administration cycle will achieve an ELA "passing" score (Support - level 3, or Enrich- level 4) OR, if below passing, will increase their achievement level by at least one level between the Beginning of Year (BOY) and End of Year (EOY) assessment.	0

Goal #2:

Academic Achievement & Excellence – Math		
Measure	Description of Target	Points
Exceeds Standard	85% or more of students in grades 3-12 at McCurdy Charter School that were enrolled during the full annual Galileo test administration cycle will achieve a math "passing" score (Support - level 3, or Enrich- level 4) OR, if below passing, will increase their achievement level by at least one level between the Beginning of Year (BOY) and End of Year (EOY) assessment.	100
Meets Standard	60-84%- of students in grades 3-12 at McCurdy Charter School that were enrolled during the full annual Galileo test administration cycle will achieve a math "passing" score (Support - level 3, or Enrich- level 4) OR, if below passing, will increase their achievement level by at least one level between the Beginning of Year (BOY) and End of Year (EOY) assessment.	75
Working to meet standard	25	25
Does not meet standard	0-39% of students in grades 3-12 at McCurdy Charter School that were enrolled during the full annual Galileo test administration cycle will achieve a math "passing" score (Support - level 3, or Enrich- level 4) OR, if below	0

	passing, will increase their achievement level by at least one level between the Beginning of Year (BOY) and End of Year (EOY) assessment.	

Goal #3:

Service Learning and Community Engagement		
Measure	Description of Target	Points
Exceeds Standard	90% or more of students in grades K-12 at McCurdy Charter School will participate in a minimum of 2 class-wide, 1 school-wide (elementary or secondary), AND 1 charter-wide service project or community engagement activity per semester.	100
Meets Standard	76% - 89% or more of students in grades K-12 at McCurdy Charter School will participate in a minimum of 1 class-wide and 1 school-wide (elementary or secondary) service project or community engagement activity per semester, AND 1 charter-wide service project or community engagement activity per year.	75
Working to meet standard	51-75% of students in grades K-12 at McCurdy Charter School will participate in a minimum of 1 class-wide and 1 school-wide (elementary or secondary) service project or community engagement activity per semester, AND 1 charter-wide service project or community engagement activity per year.	25
Does not meet standard	50% or less of students in grades K-12 will participate in a minimum of 1 class-wide, 1 school-wide (elementary or secondary), OR 1 charter-wide service project or community engagement activity per year.	0

Summary of Indicator Rating System and Assigned Points Schools receive up to 100 points for each academic measure. The average weighted points across the framework are used to assign the overall rating.				
Academic Indicators	**Description**	**Assigned Points**	**Total Weight**	
			Elem.	**High**
Indicator 1: Components from NM System of School Support and Accountability	Charter school performance on each of the components of the NM PED ESSA Plan	The school earns points equal to the school's overall index score from the New Mexico System of School Support and Accountability. (1-100 pts)	35%	37.5%
Indicator 2: Subgroup Performance	Subgroup measures are based on the school's relative performance (statewide percentile rank) compared to all NM public schools serving the same grades.	Points assigned for each subgroup are averaged to calculate overall points for measures 2.1, 2.2, 2.3, and 2.4. (1-100 points)	30%	25%
Indicator 3 Mission- or School-Specific Goals	Charter schools shall include two mission or school-specific goals that are Specific, Measurable, Achievable, Relevant and Time-bound.	Points are assigned based on the average of the ratings (if there are two or more goals) for the goals listed in Indicator 3. (0-100 points)	35%	37.5%

Organizational Performance Framework

The Organizational Framework primarily lists the responsibilities and duties that charter schools are required to meet through state and federal laws. It was developed pursuant to the New Mexico Charter Schools Act and includes indicators, criteria statements, and metrics related to schools' educational program, financial management, governing body performance, school environment, and employee and student policies, including compliance with all applicable laws, rules and terms of the charter contract (Section 22-8B-9.1A (4, 5, 9) NMSA 1978).

The organizational framework is the primary focus of the annual school visit process. The framework is structured into five categories of information. Each category has multiple **indicators** and each indicator includes one or more **criteria statements** that serve as the metric for evaluating organizational performance.

For each indicator a school receives one of three ratings: "Meets Standard," "Working to Meet Standard" and "Does Not Meet Standard" which are defined below. Indicator ratings are assigned based on evidence that the school is meeting the criteria statement(s).

Meets Standard:

The school meets the standard if it satisfies each of the criteria statements described for the indicator OR if the authorizer currently has no evidence or information to indicate the school does not meet the criteria statements.

Working to Meet Standard:

There is evidence to indicate the school does not, or at some point in the school year did not, satisfy the criteria statements described for the indicator AND within 30 days after receiving a notification of non-compliance, the school submitted evidence to demonstrate immediate correction of any outstanding matters AND, if required, submitted a corrective action plan to prevent future occurrences of the same concern.

Does Not Meet Standard:

There is evidence to indicate the school does not, or at some point in the school year did not, meet the criteria statements described for the indicator and the school failed to submit evidence of correction and/or a corrective action plan, if required, within 30 days of notification OR the school failed to implement the corrective action plan, if required, OR the non-compliance is repeated from the prior evaluation.

Schools receive an overall organizational performance rating of "Meets Standard", "Working to Meet Standard" or "Does Not Meet Standard". If a school receives "Does Not Meet Standard" ratings for three or more indicators, the school will receive an overall organizational framework rating of "Does Not Meet Standard". Fewer than three such ratings will result in an overall rating of "Meets Standard." In addition, if a school receives a "Does Not Meet Standard", on any indicator, the CSD and the PEC may conduct a closer review the following year on that indicator, and/or the PEC may require the school to submit a corrective action plan to specify actions and a timeline to correct the performance deficiency.

Topics and Indicators[1]	Criteria Statements	
1. EDUCATIONAL PROGRAM REQUIREMENTS		
1.a. Is the school implementing the material terms of the approved charter application as defined in the Charter Contract?	• School's mission is being implemented. • The school has documentation/evidence that it is implementing its educational programs. • The school stays within its enrollment cap at all times and serves only the approved grade levels.	
1.b. Does the school comply with state and contractual assessment requirements?	• The school administers all required state assessments, as delineated in *NMSA 22-2C-4* • The school administers all required contractual assessments (if specified in contract/performance framework). • The school ensures assessment accommodations are properly administered to all eligible students. • The school adheres to assessment procedures and requirements as delineated in *NMAC 6.10.7.*	
1.c. Is the school protecting the rights of students with special needs? *(Note: These provisions include only students with disabilities.)*	• The school is in 100% compliance with the Special Education Bureau identified indicators. *(34 CFR § 300.600 (a)(2) and Subsection F of 6.31.2.9 NMAC.)* • The school has not been the subject of a due process hearing that resulted in a finding of noncompliance during the current school year. • The school has not been cited for noncompliance with applicable federal and state special education rules and regulations as the result of a state-level parental complaint during the current school year. • The school is in compliance with all terms of any corrective action plan that resulted from a state-level complaint. • The school has received no OCR complaints regarding students with disabilities determined to be valid and demonstrate a students' rights were violated. *(NMSA 22-8B-4)*	

[1] Indicator numbers have changed because the financial indicators, formerly 2.a-f, have been removed and now comprise the Financial Performance Framework.

Topics and Indicators[1]	Criteria Statements	
1.d. Is the school protecting the rights of English Learner students?	• The school has no valid complaints that indicate an EL student's or families' rights have been violated. *(NMSA 22-8B-4 (A))* • The school does not have a major discrepancy (>5%) between ELs identified and assessed as monitored by the Language and Culture Bureau or is able to provide appropriate documentation and explanation for such a discrepancy. • All EL students must be provided services as evidenced by STARS data reporting for services coded as 1062 (ESL) or 1063 (ELA/ELD) or must by coded as a parent refusal and have documentation to support the refusal as monitored by the Language and Culture Bureau. • The school has received no OCR complaints regarding EL students determined to be valid that demonstrate a students' rights were violated. *(NMSA 22-8B-4)* • The school has a process for identifying, serving and assessing English Learners (may include a review of student cumulative files during site visits) to compliance with state and federal law regarding servicing English Learners.	
1.e. Does the school comply with federal and state grant program requirements?	• The school meets program requirements for all PED and federal grant programs it implements and is responsive to any concerns or findings of non-compliance in accordance with grant requirements.	
1.f. Does the school implement an Educational Plan for Student Success (NMDASH)?	• The school has an active core team engaged in the DASH process. • The school is implementing their annual and 90-day plans, as evaluated through reviewing evidence and school/adult actions during the site visit. *Only applicable for schools identified as TSI, CSI, or MRI or schools that are required to implement an NMDASH plan by a PEC Corrective Action Plan and schools in the bottom 40% of the state ranking by PED that are not a SAM school (either identified by PED, or identified by PED using a previous definition, as a SAM school).*	

2. GOVERNANCE AND REPORTING		
2.a. Is the school complying with governance requirements?	● The governing body meets membership requirements: *NMSA 22-8B-4; PEC policy* ○ Maintains at least 5 members ○ Complies with governance change policy ○ Notifies the PEC of board membership changes within 30 days, with complete documentation, and ○ Fills all vacancies within 45 days, or 75 days, if extension is requested by school. ● All members of the governing body complete all training requirements in accordance with established deadlines. *(NMAC 6.80.5.8 and 9)* ● The school's governing council independently oversees the school's finances according to law ● Governing council policies and procedures, minutes or other documents ensure that required financial reports are being presented to the governing council on a monthly basis ● The governing council demonstrates in board meetings that it analyzes the financial position of the school ● The charter school maintains a Board of Finance or has the capabilities to have a Board of Finance, and maintained the Board of Finance during the contract term ● The governing body has not received any OMA complaints (by the AG's office) that were evaluated and found to be verified complaints of OMA violations. *(NMSA 10-15-1 and 3)*	
2.b. Is the school complying with nepotism and conflict of interest requirements?	● The school is free of nepotism concerns regarding the governing board and demonstrates compliance with nepotism statute and the school's own nepotism policy. ● The school is free of conflict-of-interest concerns and demonstrates compliance with conflict-of-interest statute and the school's own conflict of interest policy.	
2.c. Is the school meeting reporting requirements?	● The school complies with reporting deadlines from the PED, the PEC, and other state agencies.	

3. STUDENTS AND EMPLOYEES		
3.a. Is the school protecting the rights of all students?	• The school has received no complaints determined to be valid that demonstrate the school's lottery, admission, and enrollment practices are unfair, discriminatory, or legally non-compliant and a review of lottery, admission, and enrollment policies demonstrates compliance with legal requirements. • The school has received no valid complaints that demonstrate the school's discipline hearings and practices are not conducted in accordance with law and due process. *(NMAC 6.11.2. 1, et seq.)* • The school has received no valid complaints that demonstrate the school fails to respect students' privacy, civil rights, and constitutional rights, including the First Amendment protections and the Establishment Clause restrictions prohibiting schools from engaging in religious instruction. • The school has received no valid complaints that demonstrate the school fails to comply with the requirements of the McKinney Vento Act and protects the rights of students in the foster care system. • The PED has a board-approved complaint policy and dispute resolution process per *6.10.3D NMAC*	
3.b. Does the school meet attendance, retention, and recurrent enrollment goals for students?	• The school meets the 95% average daily attendance goal, or demonstrates successful implementation of a whole-school student attendance improvement plan. • The school maintains at least 80% retention of enrolled students from date of enrollment until the end of the school year, or students who leave prior to the end of the year are classified as graduates, completers, or have earned their GEDs. • The school has a 70% reenroll rate from one school year to the next.	
3.c. Is the school meeting teacher and other staff credentialing requirements?	• All employees of the school are appropriately licensed as required by law. *(NMSA 22-10A-3)* • All employees hold licensure or have submitted a licensure application within 30 days of beginning employment with the school • The school employs a licensed administrator at all times • School meets the requirements of all licensure waiver plans and alternative licensure plan requirements. *(NMSA 22-10A)* • The school accurately reports all staff to the PED, as verified through site visit reviews.	

3.d. Is the school respecting employee rights?	● The school implements an annual system for teacher evaluations and observations with timelines and evaluation criteria. ● Teacher observations are documented and communicated with teachers in accordance with the school's teacher evaluation plan. ● Teachers are provided evaluation report and reports are maintained in teacher personnel files. ● The school maintains teacher contracts in all staff files. *(NMSA 22-10A-21)* ● The school complies with the minimum teacher salaries. *(NMSA 22-10A-7, 10, 11)* ● The school has no verified complaints regarding violations of teacher rights under the school personnel act, FMLA, ADA, etc. *(NMSA 22-10A-1 et seq.)* ● The school implements a teacher mentorship program for novice teachers in accordance with *NMSA 22.10A-9.*	
3.e. Is the school completing required background checks and reporting ethical violations?	● The school maintains legally compliant background checks in all staff files including evidence of background checks for substitutes, all contracted service providers, and anyone with unsupervised access to students. *(NMSA 22-10A-5)* ● The school reports incidents of violations of teacher/licensed staff ethical rules or criminal convictions to the PED pursuant to the School Personnel Act. *(NMAC 6.60.8.8 and NMSA 22-10A-5)*	
4. SCHOOL ENVIRONMENT		
4.a. Is the school complying with facilities requirements?	● The school meets PSFA occupancy, NMCI and ownership requirements. *(NMSA 22-8B-4.)* ● The school has an e-occupancy certificate. ● The school has PSFA letter verifying condition index. ● The school notifies the PEC prior to any change in facilities. ● There are no verified complaints that demonstrate buildings, grounds or facilities do not provide a safe and orderly environment for public use. *(Subsection P of 6.29.1.9 NMAC)* - safe, healthy, orderly, clean and in good repair - in compliance with the Americans with Disabilities Act-Part III and state fire marshal regulations, Sections 59A-52-1 through 59A-52-25 NMSA 1978 - Written records of pesticide applications will be kept for three years at each school site and be available upon request to parents, guardians, students, teachers and staff.	

4.b. Is the school complying with transportation requirements?	● If the school owns a school bus or otherwise provides student transportation, the school has no verified complaints about following applicable statutes, regulations, or policies related to providing transportation.	
4.c. Is the school complying with health and safety requirements?	● The school conducts all required emergency drills and practiced evacuations. *(NMSA 22-13-14 and NMAC6.29.1.9(O))* ● The school submits school wellness and safety plans, and all required revisions, in accordance with deadlines to the PED. *(NMAC 6.12.6.8)* ● The school has evidence that it complies with 24-5-2 NMSA 1978 and provides satisfactory evidence of immunization, is active in the immunization process, or properly exempted from immunization. ● The school demonstrates compliance with all facility corrective requirements from the most recent inspection from any other state entity.	
4.d. Is the school handling information appropriately?	● The school has no verified complaints that demonstrate it failed to comply with FERPA requirements. ● The schools has no verified complaints that demonstrate that it does not obtain, maintain, and transfer cumulative files as required by law.	
4.e Is the school making information accessible to the public?	● The school maintains a website with contact information for school staff and board members, student/parent handbook, and up to date governance meeting information.	
4.f. Does the school have an equitable and positive school climate that supports students' social and emotional development?	● The school has an active equity council. ● The school is actively building its capacity to support culturally responsive social emotional learning. ● The school provides high quality supports to students with intentional connections to family and community.	

Financial Performance Framework

Topics and Indicators[2]	Criteria Statements	
5. FINANCIAL MANAGEMENT AND OVERSIGHT		
5.a. Is the school meeting financial reporting and compliance requirements?	• The school submits all budget request documents and budget approval documents to the PED according to PED's established deadlines. *(NMSA 22-8-6.1 and 10.)* • The school submits quarterly (or monthly) reports according to PEDs established deadlines and without frequent, repeated errors. All required reports are posted to the school's website. *(NMSA 22-8-6.1 and 10)*	
5.b. Is the school following Generally Accepted Accounting Principles?	• Was there a finding in the school's last audit opinion that the school violated GAAP?	
5.c. Is the school responsive to audit findings?	• The school's last audit is devoid of any multi-year repeat findings.	
5.d. Is the school managing grant funds responsibly?	• The school expends at least 99% of grant funds for all accounts without reversion and submits expenditures that are allowable with at least 90% aligned to the specific categories in the grant application budget.	

[2]Financial indicators were previously 2.a-f in the combined Organizational-Financial Performance Framework.

Topics and Indicators[2]	Criteria Statements	
5.e. Is the school adequately staffed to ensure proper fiscal management?	• The school has a licensed business manager at all times during the school year and demonstrates stability in this position (no more than 1 change within a year). • The school has a certified State Procurement Officer and all changes are reported to the State Purchasing Agent in accordance with deadlines. *(NMSA 13-1-95.2)* • The governing council's audit committee and finance subcommittee are properly constituted and meet as required. *(NMSA 22-8-12.3)*	
5.f. Is the school meeting their obligations timely and with appropriate internal controls?	• The school has no validated issues related to bills, invoices, or other liabilities being paid in a timely fashion or without appropriate controls.	

Annual Performance Review Activities

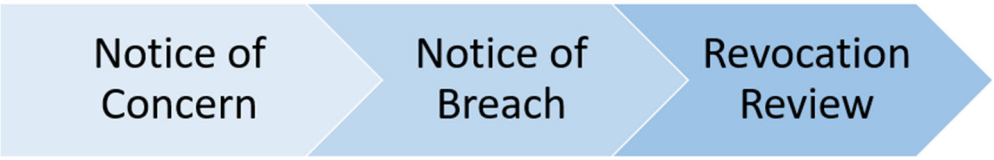
The PEC, through its authorized representative(s), evaluates schools on their ability to achieve academic goals with all students while maintaining financial and organizational health. Annual accountability activities are guided by state and federal compliance requirements as well as clear measures of academic progress that allow for a rigorous, state-aligned, fact-based evaluation of school performance.

Charter School Data Submissions
Throughout the year, charter schools are required to submit academic, financial, and organizational data to the PEC, various PED departments, and other governmental entities. Submissions are required for PEC accountability oversight and for compliance with state and federal funding and reporting requirements.
Annual School Visits
The PEC's authorized representative(s) conduct **annual site visits** to all schools to collect data for the performance framework evaluation and provide feedback as technical assistance. Site visits may be differentiated based on school performance, including academic, financial, and organizational performance. **New school visits** are conducted within the first 40 days after new school opening to collect data for the performance framework evaluation and to provide early feedback and intervention as technical assistance, if necessary. **Renewal visits** are conducted during the fall of the charter school's renewal year and provide additional insights to inform the PEC charter school renewal decisions, especially for schools not meeting performance expectations. Visits can include a combination of any of the following: file audits, classroom observations, a facility review, and staff, board, and student and family interviews.
Annual Performance Review
The PEC's authorized representative(s)evaluate all schools against the PEC Performance Framework annually, which is comprised of academic, financial, and organizational performance metrics. The PEC's authorized representative(s)share initial performance framework feedback and evaluations with charter school boards and administrative leaders for review and feedback. The PEC, through its authorized representative(s), issues any Notices of Concern or Breach related to annual performance reviews. The PEC approves and publishes Annual Performance Reports for schools. See Appendix A for the current PEC Charter School Performance Framework.

Intervention Ladder

The PEC is responsible for holding charter schools accountable for the performance and legal compliance of charter schools under their authority. To meet this obligation, the PEC has adopted an intervention ladder to communicate concerns about academic performance, fiscal soundness or legal, contractual, or policy requirements.

In the absence of evidence to the contrary, all schools are considered to be in **Good Standing**. Schools in good standing are expected to participate in routine annual accountability activities and maintain open communication with the PEC and its authorized representative(s).



Notice of Concern

Schools may receive a Notice of Concern if the PEC and/or its authorized representative receives a verified complaint of significant concern, or if the annual performance review or site visit identifies significant questions or concerns about academic, financial, or organizational performance, such as a finding of "not meeting expectations" on an organizational indicator. The PEC's authorized representative(s) will communicate with school leaders, parents, and any other necessary stakeholders to verify complaints.

The PEC will issue a Notice of Concern at a properly noticed public meeting. The PEC's authorized representative(s) shall provide schools notice that they will be appearing on the PEC's agenda for the purposes of issuing a Notice of Concern at least 10 days prior to the meeting. As part of issuing a Notice of Concern, the PEC will establish expected outcomes and deadlines[3] that must be met by the school. The deadline established for correction shall be no less than 10 days including holidays and weekends, unless the matter is an emergency matter[4] in which case the deadline shall be no less than 72 hours.

Upon remedying the concern and complying with the expectations established by the PEC, the school returns to Good Standing. If the PEC's expectations and deadlines are not met, the school progresses to the next level of the intervention ladder.

Notice of Breach

school can receive a Notice of Breach if it fails to correct a Notice of Concern or for certain violations of law that are serious enough to justify a heightened initial response.

The PEC will issue a Notice of Breach at a properly noticed public meeting. The PEC's authorized representative(s) shall provide schools notice that they will be appearing on the PEC's agenda for the purposes of issuing a Notice of Breach at least 10 days prior to the meeting. As part of issuing a Notice of Breach, the PEC will establish expected outcomes and deadlines that must be met by the school. The

[3] Deadlines will vary depending on the urgency of the matter and the amount of time it takes to reasonably cure the concern.

[4] An "emergency" refers to unforeseen circumstances that, if not addressed immediately by the public body, will likely result in injury or damage to persons or property or substantial financial loss to the public body.

deadline established for correction shall be no less than 10 days including holidays and weekends, unless the matter is an emergency matter in which case the deadline shall be no less than 72 hours.

Once a Notice of Breach is issued, schools are required to submit a Corrective Action Plan (financial or organizational performance) or an Improvement Plan (academic performance) that details the actions and timeline that the schools will implement to correct the breach. The PEC's authorized representatives will monitor the school's implementation of Corrective Action and Improvement Plans, and regularly update the PEC on progress. Once the school has met the Notice of Breach requirements, they return to Good Standing. Repeated Notices of Concern or Breach may lead to increased oversight, including additional annual site visits or regular phone calls to discuss key performance indicators.

Revocation Review

Failure to meet the requirements specified in the Notice of Breach, or certain violations of law that are serious enough to justify an initial heightened response, will result in a charter school Revocation Review. Schools may also be subject to the Revocation Review if they receive more than one Notice of Breach in the same school year.

The PEC will issue a Notice of Revocation Review at a properly noticed public meeting. Unless impractical, the PEC's authorized representative(s) shall provide schools notice that they will be appearing on the PEC's agenda for the purposes of issuing a Notice of Revocation Review at least 10 days prior to the meeting. As part of issuing a Notice of Revocation Review, the PEC will establish the actions to be taken by its authorized representative(s) and a deadline for the school to respond to the prospect of revocation. The actions of the PEC's authorized representative may include additional visits to the school, an in-depth audit to assess the school's educational program, and/or financial and organizational health, or other actions appropriate to determine if a revocation hearing is appropriate.

Findings from the revocation review will be presented to the PEC at a properly noticed public meeting, at which will determine whether to issue a Notice of Intent to Revoke, which sends the school into revocation proceedings. In lieu of a Notice of Intent to Revoke, the PEC may decide to grant a Notice of Breach, or a revised Notice of Breach. A revised Notice of Breach will allow a school more time to achieve expected outcomes established in an initial Notice of Breach or adjust the expected outcomes initially established by the PEC.

In extraordinary circumstances, the PEC may forgo the process outlined above and may, with proper statutory notice, consider whether to hold a revocation hearing or hold a revocation hearing.

The table on the next page provides examples regarding triggers and evidence, and actions and consequences; however, the table shall not be considered exclusive.

Status	Triggers/Evidence	Actions/Consequences
Notice of Concern	• Failure to meet performance standards represented in the performance framework. • Receipt of verified complaint of significant concern. • Evidence of not meeting performance expectations through routine monitoring or school visit. • Failure to comply with terms of the charter.	• Appearance before the PEC at public meeting. • Letter to school leader and governing board detailing areas of concern and specific outcomes and timeline for correcting the performance gap.
Notice of Breach	• Failure to meet objectives identified in a Notice of Concern. • Evidence of material or significant failure to comply with applicable laws. • Actions or operational deficiencies that may endanger the well-being of students and/or staff, or negatively impact the viability of the school.	• Appearance before the PEC at public meeting. • Letter to school leader and governing board giving notification of breach and outlining additional terms of oversight and monitoring. • School develops, submits, and implements a Corrective Action or Improvement Plan with specific improvements, objectives, timelines, and measures that results in correction of the breach. • The PEC, through authorized representative(s), monitors implementation of Corrective Action or Improvement Plan.
Revocation Review	• Failure to successfully meet the terms of the Corrective Action or Improvement Plan. • Repeated failure to meet the material terms of the charter agreement. • Illegal behavior, fraud, misappropriation of funds. • Extended pattern of failure to meet performance expectations set forth in the charter agreement. • Repeated failure to comply with applicable law. • For a charter school located on tribal land, failed to comply with ongoing consultations	• Appearance before the Public Education Commission at public meeting. • The PEC's authorized representative(s) may conduct additional site visits to the school and/or conduct an in-depth audit to assess the school's educational program, and/or financial and organizational health. • The PEC's authorized representative(s) review and preparation of recommendation to revoke, or not to revoke, the charter. • The PEC reviews recommendations and makes decision to commence or not commence revocation proceedings.

	pursuant to the Indian Education Act.	