

Pecos Cyber Academy

Contract

Condition

Performance Framework

Academic

School specific goals

Organizational

Financial

Appendices

Charter Contract Between the
New Mexico Public Education Commission
And
Pecos Connection Academy/Pecos Cyber Academy

This Charter Contract, (the "Contract"), is hereby entered into by and between the New Mexico Public Education Commission, (the "Commission"), and Pecos Connection Academy/Pecos Cyber Academy (the "School", and, together with the Commission, the "Parties"), a New Mexico Charter School, effective this 1st day of July, 2022.

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 9, 2021, (the "Charter") with the following condition:



- That the school provide a plan outlining how the school will incorporate a culturally and linguistically responsive curriculum. The plan must include action steps, training, a timeline and persons responsible during the contract term; 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

Adopted April 8, 2022

Initials:  

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.

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

“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 Governing Board Chair of the School and the Chair of the Public Education Commission 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.

“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, 2022.

~~“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 Attendance for Success Act.

“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. with the following condition:

That the school provide a plan outlining how the school will incorporate a culturally and linguistically responsive curriculum. The plan must include action steps, training, a timeline and persons responsible during the contract term

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.

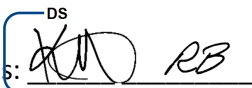
- i. The Charter School must maintain one or more Charter Representative(s), including one Charter Representative who is a Head Administrator, and provide contact information to the Commission within 30 days of the change of a Charter Representative(s).
 - ii. The Commission shall direct all communication 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 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 Contract 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 Contract until such time as revisions/negotiations can be completed and agreed to by the Parties or until either party declares that the Contract shall stand for the entirety of the renewal term, unless further amended by mutual agreement.
2. Unless replaced pursuant to Section 3, Subsection 1 above, the term of this Contract shall be in full force and effect until June 30, 2027. 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

Adopted April 8, 2022

Initials:  DS RB

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.

The mission of PCA is to empower all students to embrace learning, achieve their personal best and build their emotional, social, and physical well-being through a quality virtual learning community.

- i. 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 2000 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.

- i. The School is a virtual school without a facility.

Adopted April 8, 2022

Initials:  DS

4. Partner Organization or Management Company:

- i. ~~The School has a legal relationship with _____ that is distinct from a relationship with a non-profit foundation described in 4.5 of this contract. The legal agreement governing the relationship between the School and _____ is included as Appendix 1.~~
- ii. ~~The legal agreement in Appendix 1 complies with all provisions of New Mexico law and the School is financially independent from _____. The School shall not make any changes to the document set out as Appendix 1, or to its legal relationship and agreements with _____ without the approval of the Commission and the Department, which approval shall not be unreasonably withheld.~~
- iii. ~~The Commission, through its designees and the Department, shall be permitted to review the legal agreement and other relevant school documents and records to determine whether the legal relationship between the School and _____ complies with all provisions of New Mexico law, and to determine that the School is financially independent from _____.~~

5. Relationship with a Non-Profit Foundation

- i. ~~The school has a relationship with _____, a non-profit foundation the primary purpose of which is to provide financial support to the school or leases the facility for the charter school~~
- ii. ~~The legal agreement or Memorandum of Understanding governing the relationship between the School and the foundation is Appendix 2.~~
- iii. ~~The identity of the Board of Directors and Executive Director of foundation with a conflict of interest disclosure from each are provided in Appendix 3.~~

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

PCA is a totally virtual school servicing students K-12. PCA provides real-time live instruction daily, including 1:1 support, interventions and interaction through Live Lesson sessions and with the availability of Recorded Sessions. As needed General Education Teachers with Inclusion support from Special Education and Bilingual Teachers are available during office hours held regularly to provide flexible availability to support students. Access an asynchronous and synchronous course available to support students/parents in platform navigation and acclimation to the online learning (On Boarding). A visitor provided with a guest link would enter the Live Lesson room. The visitor would "see" students engaged in learning and interacting with their classmates in a live lesson taught by a real teacher in the virtual setting such as in a

zoom meeting or google meet.)


7. Governance:

- i. The School shall be governed by a governing body in the manner set forth in the governing body's bylaws, Appendix 4.
- 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 Appendix 5.

- 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 was 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.
- xi. 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 7.xi(a)-(e) above, revised to reflect the changes in staffing or board membership.
- xii. 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.

8. Operation:

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Initials: 

- i. The School shall be nonsectarian in its charter school programs, admission policies and employment practices and all other operations. Appendix 6 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 Attendance for Success 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

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specifically exempted from the provision of law. All members of the Governing Body shall sign a certificate, in the form attached hereto as Appendix 7, 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 Appendix 7.

- xi. The School shall identify the discretionary waivers the School has requested from the Secretary in Appendix 8. 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.

9. **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.

10. **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

11. **Sites:** The School shall provide educational services on-line instruction, and maintain an office for school records at the following location(s):

1841 Old U.S. Rte 66
Edgewood, NM 87015

~~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 Appendix 9.~~

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.
 - 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.

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Initials:  

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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:

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

- a. 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.

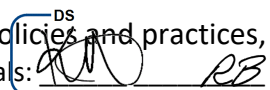
- ii. Timely submit all documentation, financial and other reports required by the Department or the Commission. The School shall further timely submit any Corrective Action Plans or additional financial reporting or documentation that may be required by the Department or the Commission.
 - iii. Cooperate 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.
- b. 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 Appendix 10. The school shall notify the Commission of all changes to the designated licensed business official or certified procurement officer within 30 days.
 - c. 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,

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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.

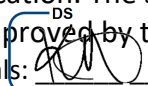
3. Funding a proportional share of the Department staff to conduct work, as determined by the Department, necessary to support the administrative oversight, approval of budget matters, capital outlay, transportation, special education, federal programs, school evaluation and accountability, annual financial audits, and T&E audits.
 4. Funding any other staff work necessary to provide professional support or data analysis to the Commission.
- b. 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.
 - c. 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

Adopted April 8, 2022

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Initials:  RB

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 types and amounts of insurance liability coverage as required by New Mexico public schools.

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,

- d. Violated any provision of law from which the School was not specifically exempted; or
- e. for a charter school located on tribal land, failed to comply with ongoing consultations pursuant to the Indian Education Act.

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,
 - d. Violated any provision of law from which the School was not specifically exempted, or
 - e. for a charter school located on tribal land, failed to comply with ongoing consultations pursuant to the Indian Education Act.
- 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.
 - b. 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.
 - 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.

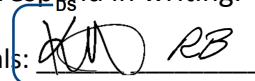
- 8. Indemnification and Acknowledgements:** To the extent permitted by law, the Charter School shall indemnify, defend, save and hold harmless the Commission, the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees ("Indemnitee") from 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:
<p>Head of School Governing Board Chair</p> <p>At the email addresses provided by the Charter School to the PED and listed on a PED maintained school directory.</p> <p>Email is the primary notification.</p>	<p>Chair of the Public Education Commission New Mexico Public Education Commission 300 Don Gaspar Santa Fe, NM 87505</p> <p>At the email address of the Chair of the Public Education Commission as listed on the PEC website with a copy to: charter.schools@state.nm.us.</p> <p>Email is the primary notification.</p>

The 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.

Pecos Connection Academy/ Pecos Cyber Academy

Executed this ²⁵ day of ^{May} 20²².

DocuSigned by:
By 

Kyla Anderson, Charter Representative for the School

NEW MEXICO PUBLIC EDUCATION COMMISSION

Executed this 24 day of June 2022.

By 

Rebekka Burt, Chair of the New Mexico Public Education Commission.

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

Adopted April 8, 2022

24

Initials:



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.

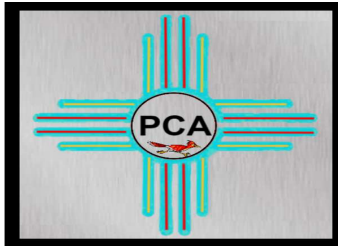
Professional Court Reporting Service

201 Third Street, NW, Suite 1630

Albuquerque, New Mexico 87102

JOB NO.: 6327N (CC)

<p style="text-align: right;">34</p> <p>1 reading growth target goal.</p> <p>2 Any questions for -- oh, sorry.</p> <p>3 Ms. Barnes, you first, and then questions.</p> <p>4 MS. JULIA BARNES: Just quickly</p> <p>5 highlighting again that the school has a very</p> <p>6 extensive Google Document that they're using, and</p> <p>7 that goals will be set and embedded into the</p> <p>8 contract -- and into the condition documentation</p> <p>9 annually that results from the work that they do</p> <p>10 each year.</p> <p>11 THE CHAIR: Commissioner Gipson, I think</p> <p>12 you didn't put your hand down again, but I just want</p> <p>13 to make sure. Okay. Great.</p> <p>14 Commissioner Gipson? No? Okay.</p> <p>15 All right. Seeing no questions or</p> <p>16 comments, I will entertain a motion.</p> <p>17 Commissioner Gipson.</p> <p>18 COMMISSIONER GIPSON: I move that the</p> <p>19 Public Education Commission adopt the charter</p> <p>20 contract, Performance Framework, and condition</p> <p>21 documentation for Pecos Connections Academy/Pecos</p> <p>22 Cyber Academy, identified as Documents 06.G.1-3, for</p> <p>23 the 2022-2027 charter term.</p> <p>24 I further move that the contract be signed</p> <p>25 by the Chair and all documentation be sent to the</p>	<p style="text-align: right;">36</p> <p>1 to zero.</p> <p>2 THE CHAIR: All right. Great.</p> <p>3 That will take us to Item "h," the</p> <p>4 Rio Grande Academy of Fine Arts.</p> <p>5 This is a new State charter.</p> <p>6 There are two documents to approve: a new</p> <p>7 contract and a Performance Framework.</p> <p>8 Their mission goals are on Page 6 of their</p> <p>9 Performance Framework.</p> <p>10 Their first one is all full-academic-year</p> <p>11 students will meet standard on two arts-integrated</p> <p>12 assessments.</p> <p>13 Their second mission goal is that all</p> <p>14 full-year academic students will work with an art</p> <p>15 expert or mentor to participate in art events at the</p> <p>16 school.</p> <p>17 Any -- Ms. Barnes.</p> <p>18 MS. JULIA BARNES: I'll just highlight the</p> <p>19 kind of extensiveness of the mission goal is really</p> <p>20 embedded in what they're trying to do. And there</p> <p>21 was long discussion about how difficult it is to --</p> <p>22 to do art events and how much you get out of that.</p> <p>23 So they -- those goals are very much embedded in the</p> <p>24 work they're trying to do as a new school.</p> <p>25 THE CHAIR: All right.</p>
<p style="text-align: right;">35</p> <p>1 Charter School Division.</p> <p>2 COMMISSIONER ROBBINS: Second.</p> <p>3 THE CHAIR: Thank you.</p> <p>4 I have a motion by Commissioner Gipson, a</p> <p>5 second by Commissioner Robbins.</p> <p>6 Any other comments?</p> <p>7 (No response.)</p> <p>8 THE CHAIR: All right. Secretary Armijo.</p> <p>9 COMMISSIONER ARMIJO: Thank you.</p> <p>10 Commissioner Carrillo.</p> <p>11 COMMISSIONER CARRILLO: Yes.</p> <p>12 COMMISSIONER ARMIJO: Commissioner Gipson.</p> <p>13 COMMISSIONER GIPSON: Yes.</p> <p>14 COMMISSIONER ARMIJO: Commissioner Manis.</p> <p>15 COMMISSIONER MANIS: Yes.</p> <p>16 COMMISSIONER ARMIJO: Commissioner</p> <p>17 Robbins.</p> <p>18 COMMISSIONER ROBBINS: Yes.</p> <p>19 COMMISSIONER ARMIJO: Commissioner Voigt.</p> <p>20 COMMISSIONER VOIGT: Yes.</p> <p>21 COMMISSIONER ARMIJO: Commissioner Armijo</p> <p>22 votes yes.</p> <p>23 Chair Burt.</p> <p>24 THE CHAIR: Yes.</p> <p>25 COMMISSIONER ARMIJO: That passes, seven</p>	<p style="text-align: right;">37</p> <p>1 Any questions or comments from the</p> <p>2 Commissioners?</p> <p>3 (No response.)</p> <p>4 THE CHAIR: All right. With none, I would</p> <p>5 entertain a motion.</p> <p>6 Commissioner Voigt?</p> <p>7 COMMISSIONER VOIGT: Yes. Thank you.</p> <p>8 I would like to move that the Public</p> <p>9 Education Commission adopt the charter contract and</p> <p>10 Performance Framework for Rio Grande Academy of Fine</p> <p>11 Arts, identified as Documents 06.H.1-2, for the</p> <p>12 2022-to-2027 charter term.</p> <p>13 And I further move that the contract be</p> <p>14 signed by the Chair and the complete contract packet</p> <p>15 be sent to the Charter School Division.</p> <p>16 THE CHAIR: Second.</p> <p>17 So there's a motion by Commissioner Voigt</p> <p>18 and second by Chair Burt.</p> <p>19 Any comments?</p> <p>20 Vice Chair Voigt.</p> <p>21 COMMISSIONER VOIGT: Yes. Thank you. I'd</p> <p>22 like to just say how excited I am to see an</p> <p>23 arts-integrated charter school. And the mission</p> <p>24 of -- of what they're doing with full integration</p> <p>25 and art events is going to affect their community</p>



**Pecos Cyber Academy (PCA)
SPECIAL BOARD MEETING
MINUTES**

Pursuant to the New Mexico Open and Public Meeting Laws, notice is hereby given to the members of the PCA Board and the general public that the PCA Board will hold a meeting open to the public on:

Date and Time:
Tuesday May 24, 2022, at 5 p.m.

**Held via teleconference due to State Precautions regarding Public Health and Safety
During COVID-19 Pandemic:**

<https://zoom.us/j/99068826650?pwd=a3hhZUJTQkpxZkhuRElpS1gwWmdpQT09>

Below is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Chair.

Reasonable efforts will be made to assist and accommodate persons with a disability. Please contact Dr. Kim Hite-Pope, EdD at 575-236-4005.

AGENDA

I. Public Comment – K. Anderson

The Board welcomes participation by the members of the public both in-person and telephonically. To address an item on the agenda, before the scheduled start of the meeting, an individual must write their name and a short description of the agenda item on which they wish to comment on the card provided and submit this to the Chair, along with any materials they want to have distributed to the Board. Individuals who wish to address the Board telephonically must contact the School Principal by phone or by email at least twenty-four (24) hours before the scheduled start of the Board meeting. If the individual wants to provide any written materials to the Board, these should be emailed to the School Principal at least twenty-four (24) hours before the scheduled start of the meeting.

The total time for any individual to present, either in person or via telephone, on an item on the agenda shall not exceed three (3) minutes, unless the Board grants additional time.

Individuals desiring to make a formal presentation to the Board on an item not on the agenda but desiring it be placed on the agenda must provide notice and written submissions detailing the subject of the presentation to the School Principal at least fourteen (14) days prior to the meeting.

Any such presentation shall not exceed fifteen (15) minutes in duration, unless otherwise permitted by the Chair.

To view the Board Public Comment Policy, visit the school's "Our School Board" page at www.pecosca.us

II. Call to Order – K. Anderson at 5:12 pm

Board Members present on Zoom Denise Smyth, Brandy Tillian, and Kyla Anderson.
On the phone Vivian Cullen.

Others in Attendance Dr. Kim Hite-Pope (Executive Director), Gloria Lopez (Finance Director) Karen Kaufman (Head Counselor), Freda Daugherty (High School Principal), Kelli Loudermilk (Middle School Principal), Kellie Fontanilla (Elementary Principal), Dealena Potter (Special Education Director), Dan Hill (Attorney), Desiree Hirdman (Teacher), Lisa Todd (Teacher), Mia Trujillo (Teacher), Jennifer Rose (Teacher), Sarina Paul (Teacher), Jeanne Kumpunen (Teacher), Kelley Martin (Teacher), Ashleigh Trice (Teacher), Charlotte Griffin (Teacher), Heidi McConnell (Teacher), Marquelle McFarland (Teacher), Amanda Shaner (Teacher), Kandy Hutchins (Teacher), Tammy Hajovsky (Teacher), Jennifer Berkowitz (Teacher), Ryal McMurry (Teacher), Alicia McMurry (Teacher), Matthew Lujan (Teacher), Paul Garcia (Teacher), Jennah McKinley (Teacher), Lorissa Marshall (Board Member Candidate), and Amy Begay (Attendance Coordinator).

III. Routine Business – K. Anderson

- a. Approval of Agenda

RESOLVED: The Agenda was Approved.

IV. Consent Items: The Chair will ask members what items, if any, they want removed from the consent agenda for discussion. If any member asks that an item be moved, it will be moved to the Action Items. After any items have been removed, the Chair will read out the remaining consent items and ask for their adoption in one motion if there is no objection. The minutes will reflect the full text of any resolutions that were adopted as part of the consent agenda.

- a. Approval of Minutes from the May 9, 2022, Meeting (attached)

RESOLVED: Minutes for May 9, 2022, approved. Motion passed successfully.

V. Action Items

- a. Approval of the New Mexico Public Education Committee Contract with Pecos Cyber

Contract. No further questions from Board Members.

RESOLVED: Approval of the New Mexico Public Education Committee Contract. Motion passed Unanimously.

- b. Executive Director Contract SY 22-23 (discussion/vote)

RESOLVED: Approval of the Director Contract for SY 2022-23. Motion passed unanimously.

- c. Approve Lorissa Marshall as a new Board Member (discussion/vote)- *Vivian Cullen asked Lorissa Marshall why she wanted to be on the Board of PCA. Lorissa who worked for Pecos Cyber Academy for 6 years stated she missed the school and being a part of it. Denise Smyth asked what the limit was for Board Members and what would the Quorum amount would be with adding Lorissa Marshall to the Board. Dan Hill stated that the minimum would be at least 7 and currently the Quorum amount would not change and still be 4 members needed.*

RESOLVED: Lorissa Marshall approved to be a Pecos Cyber Academy Board Member. Motion Passed unanimously.

- d. Approve contract with Stride grades 6-8 (discussion/vote) *this contract is from the Company that won the Request for Proposal (RFP) put out by the school, Dan Hill explains. Denise Smyth wanted to know if the cost per student was comparable to what is paid currently with Pearson. Gloria Lopez explained that yes, they are about the same.*

RESOLVED: Approval of the Stride Contract grades 6-8. Motion passed unanimously.

- e. Approve Public Charter School of New Mexico Membership Fee (Discussion/vote) *Denise Smyth asked what the benefit is of being a member. Dr. Kim Hite-Pope explained that this group works on behalf of the Charter Schools at the Legislative level and gives support to Charter School Leaders. Gloria Lopez stated that the school has been a member since 2016.*

RESOLVED: Approval of the Public Charter School of New Mexico Membership fee. Motion passed Unanimously.

VI. Adjournment at 5:28 pm

Confirmation of Next Meeting Date – Tuesday, June 7, 2022, at 5:00 p.m.

Pecos Connection Academy/Pecos Cyber Academy School –
Charter Renewal Documentation showing compliance with school condition
(to be completed and submitted to CSD annually)

Condition: The school must provide a plan outlining how the school will incorporate a culturally and linguistically responsive curriculum during the charter term. The plan must include action steps, training, a timeline and persons responsible.

I affirm that the Information has been collected and is provided in information below, is further detailed in a google document <https://docs.google.com/spreadsheets/d/1LSXEW9 ISFWDJoL0dqi7uJNFPFrHcQcr/edit#gid=1597171023> or is explained further in the comment section below.

Charter School Executive Director or designee

Date of submittal (On or before June 15 each year of the charter term)

1. Culturally and Linguistically Responsive Curriculum plan for school year 20 -20 .

Improvement Actions	Date Completed	Notes on Progress (with date)	Status
Early fall meeting with CLR team and equity to create a Culturally and Linguistically Responsive Curriculum plan for the year. Establish goals with timelines and persons responsible for		Semester meeting with academic/administrative team. Semester meeting with CLR and Equity Council to discuss actionable data and next steps. Annual meeting with equity council to review readiness assessment to begin 5/26/2022 and continue for the term of the charter,	

each goal. PERSONS RESPONSIBLE/ TEAM MEMBERS: CLR Team: Dr. Kim Hite-Pope Lorraine Nobes Gregory Aguilar Kelley Fontanilla Karen Kaufman Virginia Romero			confirm progress and make any adjustments. Update will be provided to those not in attendance.	
	The detail of the actions to be taken by the school each year will be incorporated into working documents found here: https://docs.google.com/spreadsheets/d/1LSXEW9-ISFWDJoL0dqi7uJNFPFrHcQcr/edit#gid=1597171023		<i>Goals and action steps for each goal listed below will be identified after the fall meeting of CLR team annually.</i>	
	Goal 1: Creating a Culturally and Linguistically Responsive Culture in the School PERSONS RESPONSIBLE:		CLR School Commitment and PCA Diversity Statement <i>Add additional goals and action steps as determined by the CLR team annually</i>	Review by GC annually
	Goal 2: Infusing Culturally		1.PCA will adopt use of rubric for teacher graded	1 and 2.To be

	<p>Responsive Resources and Lessons into the Curriculum</p> <p>PERSONS RESPONSIBLE:</p>		<p>assignments as best practice to ensure equity in grading.</p> <p>2.Admin will create plan for HOW curriculum maps will be completed, with expectations.</p> <p>3.Teachers will complete curriculum maps for each school year.</p> <p><i>Add additional goals and action steps as determined by the CLR team annually</i></p>	<p>worked on each summer</p> <p>3. Late summer each year</p>
	<p>Goal 3: Engaging Students, Parents, and Communities</p> <p>PERSONS RESPONSIBLE:</p>		<p>Equity Council monthly presentation PCA Governing Council</p> <p>Seek school community and equity counsel input for school annual calendar</p> <p><i>Add additional goals and action steps as determined by the CLR team annually</i></p>	<p>Started spring of 2022 to 2024</p>
	<p>Goal 4: Ongoing Professional Learning</p> <p>PERSONS RESPONSIBLE:</p>		<p>Dr. Hollie Virtual Trainings provided</p> <p><i>Add additional goals and action steps as determined by the CLR team annually</i></p>	
	<p>Quarter 2 meeting with the CLR team. CLR Team Meets Monthly Equity Council Meets Monthly</p> <p>PERSONS RESPONSIBLE: CLR Team – Staffs the Equity Council meeting.</p>		<p>Semester meeting with equity council to review readiness assessment implementation, confirm progress and make any adjustments to supports. Update will be provided to those not in attendance.</p>	

<p>Dr. Kim Hite-Pope Lorraine Nobes Gregory Aguilar Kelley Fontanilla Karen Kaufman Virginia Romero</p> <p>The Equity Council shall be made up of members that meet the requirements for equity councils as set forth by PED, https://webnew.ped.state.nm.us/?s=equity+council</p>			
<p>Quarter 3 meeting with the team. CLR Team Meets Monthly Equity Council Meets Monthly</p> <p>PERSONS RESPONSIBLE: Gregory Aguilar—Lead Dr. Kim Hite-Pope</p>		<p>Semester meeting with academic/administrative team. Semester meeting with CLR and Equity Council to discuss actionable data and next steps. To review plan, confirm progress and make any adjustments. Update will be provided to those not in attendance.</p>	
<p>Quarter 4 meeting with the team.</p> <p>PERSONS RESPONSIBLE: CLR Team Dr. Kim Hite-Pope Lorraine Nobes Gregory Aguilar</p>		<p>Semester meeting with academic/administrative team. Semester meeting with CLR and Equity Council to discuss actionable data and next steps. To review plan, confirm progress and make any adjustments. Update will be provided to those not in attendance.</p>	

Kelley Fontanilla Karen Kaufman Virginia Romero			
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Comments on completion of step 1, (complete if needed):

2. PCA Readiness Assessment Tool

Improvement Actions	Date Completed	Notes on Progress (with date)	Status
<p>Fall meeting with the equity council to review Readiness Assessment Tool and to create a plan to better incorporate the items on the tool into the school and mission. Establish steps with timelines and persons responsible to make the improvements.</p> <p>PERSONS RESPONSIBLE/ TEAM MEMBERS: CLR Team Dr. Kim Hite-Pope</p>		<p>Annual meeting with the academic planning team. Update will be provided to those not in attendance. equity council to review readiness assessment to begin 5/26/2022 and continue for the term of the charter, confirm progress and make any adjustments. Current readiness assessment (submitted 2019) will serve as baseline for new readiness assessment.</p>	

Lorraine Nobes Gregory Aguilar–Lead Equity Council Kelley Fontanilla Karen Kaufman Virginia Romero				
	Steps identified with responsible parties listed			
	Step 1: PERSONS RESPONSIBLE:			
	Step 2: PERSONS RESPONSIBLE:			
	Step 3: PERSONS RESPONSIBLE:			
	Step 4: PERSONS RESPONSIBLE:			
Semi-annual meeting with the team. PERSONS RESPONSIBLE: CLR Team Lorraine Nobes Gregory Aguilar–Lead Equity Council			Semester meeting with academic/administrative team. Semester meeting with CLR and Equity Council to discuss actionable data and next steps. Update will be provided to those not in attendance.	

Kelley Fontanilla Dr. Kim Hite-Pope Karen Kaufman Virginia Romero			
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Comments on completion of step 2, (complete if needed):

The PCA Readiness Assessment Tool

This tool consists of rating statements about the state’s “at-risk” students defined as: Based on the legal authority cited below, an “at-risk student” means a student who:

1. is designated an English language learner;
2. is economically disadvantaged;
3. is Native American;
4. has a disability; or
5. is highly mobile, as shown by a failure to remain in school for an entire year or

consecutive years. The tool is designed using a Likert rating scale:

Always—An integral part of the district or charter mission, vision, policies, procedures, professional development, family and community engagement, and classroom culture.

Usually—A component that is not ALWAYS the focus of the district or charter mission, vision, policies, procedures, professional development, family and community engagement, and classroom culture.

About half the time-- A component that sporadically the focus of the district or charter mission, vision, policies, procedures, professional development, family and community engagement, and classroom culture.

Seldom—Rarely part of the district or charter mission, vision, policies, procedures, professional development, family and community engagement, and classroom culture.

Never—Rarely part of the district or charter mission, vision, policies, procedures, professional development, family and community engagement, and classroom culture.

Draft rating statements.	Always	Usually	About half the time	Seldom	Never
Serving English Learners					
1. Our district/charter school follows state regulation in the English Learner identification process as well as state policy as outlined in the Language Usage Survey (LUS) Guidance Handbook.			✓		
2. Our district/charter school ensures that all English Learners are identified in accordance with state regulation and policy and reported in the Student Teacher Accountability Reporting System (STARS).		✓			
3. Our English Learner program is designed for English Learners to become proficient in English as measured by the state’s annual English language proficiency					✓

assessment.					
4. Our English Learner program is designed for English Learners to participate meaningfully in ALL instructional programs with language supports.					✓
5. Our English language development teachers are trained and qualified to teach English language acquisition for English learners.					✓
6. ALL our content teachers are trained to support English Learners in their content classes. This includes teachers who teach honors and advanced placement (AP) courses as well as teachers in gifted programs.					✓
7. Our district/charter school provides grade-level support throughout the school day for English learners, which includes programming beyond placing students in a classroom with a Teaching English to Speakers of Other Languages (TESOL)-endorsed teacher.					✓
8. Our district/charter school provides grade-level appropriate resources and materials for English Learners throughout all classes and programs.					✓

9. Our district/charter school provides grade-level appropriate instructional materials to all teachers that support our English language development course.					✓
10. Our district/charter school has a long-term professional development (PD) plan focused on English learners that has a lasting positive impact on the classroom practices of each teacher.			✓		
11. Our district/charter school provides PD to ALL teachers on language supports and sheltering content for English Learners. This includes teachers in honors and advanced placement (AP) courses as well as in special education and gifted services.				✓	
12. Our district/charter school has procedures that are implemented so that ALL teachers have the English language proficiency assessment results of each English Learner student in their classroom.					✓
13. Our district/charter school provides professional development to ALL teachers so that they understand how to use English language proficiency data to inform their instruction.					✓
14. Our district/charter school has procedures in place to ensure that assessment data such as the English language proficiency assessment results are used to make decisions about instruction.					✓
15. Our district/charter school creates conditions where programs or services are planned, designed, implemented, and evaluated respecting and accounting for our English Learner students' and families' cultural and linguistic values and heritage.					✓
16. Our district/charter school's curriculum includes units of study, courses, or programs that are centered on the knowledge and perspectives of our communities' ethnicities and reflects the narratives and points of view rooted in their lived experiences.					✓
17. Our district/charter school uses the standards, guidance, monitoring, and compliance resources provided by the NMPED to support English Learners.			✓		
18. Our district/charter school's strategic plan includes English Learners and sets professional development goals for ALL teachers to have the skills to serve English Learners in their classrooms.					✓

19. Our district/charter school ensures that ALL English Learners receive adequate instruction, including effective English language development, regardless of student participation in a state-funded Bilingual Multicultural Education Program (BMEP).					✓
20. English Learners (EL) in our district/charter school have equity in accessing gifted services, honors courses and advanced placement (AP) courses, and there is parity in participation in such services and courses as compared to never-EL students.					✓
21. Our district/charter school reports to the NMPED Student Teacher Accountability Reporting System (STARS) three times a year during the data snapshot dates the English language development services provided to each English Learner.			✓		
22. Our district/charter school administers the state-approved English language proficiency assessment (ACCESS for ELLs or Alternate ACCESS) annually to each English Learner.	✓				
23. Our district/charter school keeps sufficient documentation of the EL identification process and annual English language proficiency assessment (ACCESS for ELLs or Alternate ACCESS) per state policy as outlined in the Serving English Learners Manual.	✓				

24. Our district/charter school continues to monitor the academic progress of exited English Learners (reclassified fluent English proficient students) for two years after they achieve English language proficiency.					✓
25. Our district/charter school provides at least a 45-minute English language development block every school day that is differentiated based on the English language proficiency level of the English Learners.					✓
26. Our district/charter school implements the NMPED's English Language Development Instructional (ELDIF) Framework in every English Language Development course.					✓
27. Our content area teachers use the state-adopted WIDA English Language Development Standards for language objectives and supports in every content course.					✓
28. Our district/charter school participates in the free WIDA Consortium-offered self-paced eLearning that					✓

support educators and administrators through six different eWorkshop modules.					
29. Our district/charter school has a process to identify parents who are limited English proficient and offers free, effective language assistance that includes a competent interpreter proficient in the language that the parents prefer to communicate in.					✓
Serving Native American English Learners/Native American Students					
30. Our district/charter school employs a director or coordinator with expertise in indigenous students.					✓
31. Our district/charter school employs a director or coordinator who specializes in English Language Development and has expertise in Native American students.					✓
32. Our district/charter school's school administrators and educators with expertise and knowledge of Native American language and culture incorporate Native American culture and language and historical contributions (from Q.43) into the general curriculum.					✓
33. Our district/charter school employs staff, including Indian Education directors, English Language Development and Special Education teachers and administrators that support learning needs of Native American English Learners.					✓
34. Our district/charter school uses materials that support the development of oral and written academic English for Native American English Learners and account for language arts, science, social studies, and math.					✓
35. Our district/charter school collaborates with sovereign Nations, Tribes, and Pueblos to ensure the maintenance of languages for Native American students.					✓
36. Our district/charter school consults and collaborates with sovereign Nations, Tribes, and Pueblos on all the development of curricula and related decisions that impact Native American students.					✓
37. Native American students in our district/charter school have equity in accessing gifted services, honors courses and advanced placement (AP) courses, and there is					✓

parity in participation in such services and courses as compared to other students.					
38. Our district/charter school provides professional development to ALL teachers on how to serve Native American students. This includes teachers in honors and					✓
advanced placement (AP) courses as well as in special education and gifted services.					
39. Our district/charter school uses the NMPED's Tribal consultation guidance documents, or the Navajo Nation's Tribal Consultation manual and documents as applicable					✓
40. Our district/charter school consults with sovereign Nations, Tribes, and Pueblos when reviewing data and structuring our annual strategic plan.					✓
41. Our district/charter school complies with recent legislation that requires sovereign Nations, Tribes, and Pueblos are consulted when schools are opened or closed on tribal lands.					✓
42. Our district/charter school has conducted a needs assessment to determine what services Native American students need to assist them in graduating from high school and becoming career-and-college-ready.					✓
43. Our district/charter school provides professional development for ALL educators focused on academic outcomes and culturally and linguistically responsive academic proficiency for Native American students.					✓
44. Our district/charter school reviews Native American students' academic growth, proficiency rates and progress via multiple measures in all core content areas, English language proficiency for English Learners and school climate to inform instruction.					✓
45. Our district/charter school ensures that district/charter school-level leaders carefully read and understands the requirements of the Indian Education Act.			✓		
46. Our district/charter school ensures that principals carefully read and understands the requirements of			✓		

the Indian Education Act.					
47. Our district/charter school ensures that teachers carefully read and understands the requirements of the Indian Education Act.					✓
Serving Students with Disabilities					
48. Our district/charter school follows the New Mexico Technical Evaluation and Assessment Manual (The New Mexico T.E.A.M.) in the educational evaluation processes.	✓				
49. Our district/charter school follows the guidance in The New Mexico T.E.A.M. when assessing students who are culturally and linguistically diverse to ensure that a student's language needs are distinguished from a student's disability related needs.	✓				
50. Our district/charter school ensures that all district and school staff understand that students may exit from services. If the student is no longer eligible, s/he exits the Individual Education Program (IEP) and is monitored for academic progress.	✓				
51. Our district/charter school partners with business and community to ensure that students with disabilities have equal employment opportunities to earn comparable wages in their community to those available for people without disabilities.		✓			
52. Our district/charter school has participated in training on the vocational transition process for students with disabilities, beginning at age 13.					✓
53. Our district/charter school ensures that a Special Education Director(s) participate in the webinars and trainings provided by the NMPED.			X		

54. Our district/charter school provides professional development to ALL teachers about learning opportunities in the general-education curriculum that are inclusive and effective for all students (least restrictive environment).	✓				
55. Our district/charter school provides special education teachers with specific professional learning on effective methodologies to teach reading.	✓				
56. Our district/charter school provides professional development for all teachers focused on serving students with autism.					✓
57. Our district/charter school provides professional development to ALL teachers so that Students with Disabilities can achieve at high levels when provided with instructional supports and accommodations in ALL classrooms.		✓			
58. Our district/charter school's Individualized Education Program (IEP) teams ensure that Students with Disabilities (SWD) are educated with students without disabilities to the greatest extent possible, and improves outcomes for students.	✓				
59. Our district/charter school's Individualized Education Program teams discuss the whole child including the English language proficiency level of English Learners with disabilities.		✓			
60. Our district/charter school uses assessments that accurately and appropriately measure the academic growth and performance of students with disabilities.	✓				
61. Our district/charter school implements high-quality (per Instructional Materials Bureau guidance) curricula and instructional supports that incorporate the principles of universal design for learning to meet ALL students' needs.	✓				
62. Our district/charter school provides professional development to ALL teachers about support and successfully implement the Individualized Educational Program (IEP) of students with deafness.					✓
63. Our district/charter school provides professional development to ALL teachers about support and successfully implement the Individualized Educational Program (IEP) of students with deaf-blindness					✓
64. Our district/charter school provides professional development to ALL teachers about support and successfully implement the Individualized Educational Program (IEP) of students with a hearing impairment					✓

65. Our district/charter school provides professional development to ALL teachers about support and successfully implement the Individualized Educational Program (IEP) of students with an intellectual disability.					✓
66. Our district/charter school provides professional development to ALL teachers about support and successfully implement the Individualized Educational Program (IEP) of students with an orthopedic impairment.					✓
67. Our district/charter school provides professional development to ALL teachers about support and successfully implement the Individualized Educational Program (IEP) of students with other health impairments.					✓
68. Our district/charter school provides professional development to ALL teachers about support and successfully implement the Individualized Educational Program (IEP) of students with a serious emotional disturbance.					✓
69. Our district/charter school provides professional development to ALL teachers about support and successfully implement the Individualized Educational Program (IEP) of students with a specific learning disability that includes Dyslexia.					✓

70. Our district/charter school provides professional development to ALL teachers about support and successfully implement the Individualized Educational Program (IEP) of students with a speech language impairment.					✓
71. Our district/charter school provides professional development to ALL teachers about support and successfully implement the Individualized Educational Program (IEP) of students with a traumatic brain injury.					✓
72. Our district/charter school provides professional development to ALL teachers about support and successfully implement the Individualized Educational Program (IEP) of students with visual impairment, including blindness.					✓
73. Developmental delay is considered a disability under special education for children ages three (3) to nine (9).					✓
74. Our district/charter school provides professional development to ALL teachers, principals and other leaders about how to support and successfully implement the Individualized Educational Program (IEP) of students with autism.					✓
75. Our district/charter school provides professional development to ALL teachers, principals and other leaders about how to support and successfully implement the Individualized Educational Program (IEP) of students with an intellectual disability.					✓
76. Our district/charter school provides professional development to ALL teachers, principals and other leaders about how to support and successfully implement the Individualized Educational Program (IEP) of students ages 3-9 with developmental delay.					✓
77. Our district/charter school understands the underrepresentation of students with disabilities in charter schools, and is committed to equitable enrollment processes.	✓				
78. Our district/charter school ensures that ALL teachers understand what procedural safeguards (parents' rights) are.					✓

79. Our district/charter school ensures that ALL parents of students with disabilities are taught about procedural safeguards (parents' rights) in culturally and linguistically responsive ways in a language they understand.					✓
80. Our district/charter school ensures that ALL teachers have access to the Individualized Education Program (IEP) of ALL students with disabilities on or before the first day of school.	✓				
81. Our district/charter school ensures ALL staff has participated in de-escalation training.					✓
82. Our district/charter school's strategic plan includes a focus on the least restrictive environment for students with disabilities.	✓				
83. Our district/charter school provides professional development to principals and other leaders about the Individuals with Disabilities Education Act (IDEA).					✓
84. Our district/charter school provides professional development to ALL teachers about the Individuals with Disabilities Education Act (IDEA).		✓			

New Mexico Public Education Commission



New Mexico Public Education Commission Charter Performance Review and Accountability System

PECOS CONNECTIONS ACADEMY/
PECOS CYBER ACADEMY
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’s 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 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 (Supplementary Accountability Model School as 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	<p>The graduation measure includes 4-year, 5-year, and 6-year cohort graduation rates.</p> <p>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.</p>
1.8 Growth in 4-year Graduation Rate	<p>Improvement in the 4-year graduation rate is based on the slope of the 4-year graduation rates for the past three years.</p> <p>For schools that have a 4-year graduation rate that is over 90%, all points are awarded for graduation growth.</p>
1.9 Career and College Readiness	<p>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.</p> <p>High school students are expected to participate in at least one college or career readiness program:</p> <ol style="list-style-type: none"> 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). <p>Points are given separately for students' participation and for their success in achieving targets.</p> <p>SAM schools are allowed use of additional indicators including ASVAB, WorkKeys, and TABE.</p>
1.10 Chronic Absenteeism	<p>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.</p>
1.11 Educational Climate Survey, Multicultural Initiatives, and Socio-emotional Learning (SEL)	<p>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.</p>

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 PCA

Goal #1:

Historical Data: PCA's Fall of 2021 implementation of Renaissance/Star360 to improve the instructional outcomes for all students in the area of Math. 70% of the students enrolled for the full academic year achieved their annual academic growth target, which was the projected scaled score on the short cycle assessment.

Pecos Cyber Academy: Mission-Specific Goal #1	Math--- All students (K-12) enrolled at PCA for a full academic year will achieve the student's annual academic growth target (as set by the short cycle assessment) or more on the math short cycle assessment.	Points Assessed
Exceeds Standards	80% or more of students at PCA enrolled for a full academic year will achieve the student's annual academic growth target (as set by the short cycle assessment) or more on the short cycle assessment.	100

Meets Standards	65-79% of students at PCA enrolled for a full academic year will achieve the student's annual academic growth target (as set by the short cycle assessment) or more on the short cycle assessment.	75
Does not Meet Standards	50-64% of students at PCA enrolled for a full academic year will achieve the student's annual academic growth target (as set by the short cycle assessment) or more on the short cycle assessment.	25
Falls Far Below Standards	49% or less of students at PCA enrolled at PCA for a full academic year will achieve the student's annual academic growth target (as set by the short cycle assessment) or more on the short cycle assessment.	0

Goal #2:

Historical Data: PCA's Fall implementation of Renaissance/Star360 to improve the instructional outcomes for all students in the area of Reading. 75% of the students enrolled for the full academic year achieved their annual academic growth target, which was the projected scaled score on the short cycle assessment.

Pecos Cyber Academy: Mission-Specific Goal #2	Reading--- All students (K-12) enrolled at PCA for a full academic year will achieve the student's annual academic growth target (as set by the short cycle assessment) or more on the reading short cycle assessment.	Points Assessed
Exceeds Standards	80% or more of students at PCA enrolled for a full academic year will achieve the student's annual academic growth target (as set by the short cycle assessment) or more on the short cycle assessment.	100
Meets Standards	65-79% of students at PCA enrolled for a full academic year will achieve the student's annual academic growth target (as set by the short cycle assessment) or more on the short cycle assessment.	75
Does not Meet Standards	50-64% of students at PCA enrolled for a full academic year will achieve the student's annual academic growth target (as set by the short cycle assessment) or more on the short cycle assessment.	25
Falls Far Below Standards	49% or less of students at PCA enrolled at PCA for a full academic year will achieve the student's annual academic	0

	growth target (as set by the short cycle assessment) or more on the short cycle assessment.	
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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 either "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?	<ul style="list-style-type: none"> 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?	<ul style="list-style-type: none"> The school administers all required state assessments, as delineated in <i>NMSA 22-2C-4</i> 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 <i>NMAC 6.10.7</i>. 	
1.c. Is the school protecting the rights of students with special needs? <i>(Note: These provisions include only students with disabilities.)</i>	<ul style="list-style-type: none"> The school is in 100% compliance with the Special Education Bureau identified indicators. <i>(34 CFR § 300.600 (a)(2) and Subsection F of 6.31.2.9 NMAC.)</i> 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. <i>(NMSA 22-8B-4)</i> 	

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?	<ul style="list-style-type: none"> • The school has no valid complaints that indicate an EL student's or families' rights have been violated. (<i>NMSA 22-8B-4 (A)</i>) • 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 be 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. (<i>NMSA 22-8B-4</i>) • 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?	<ul style="list-style-type: none"> • 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)?	<ul style="list-style-type: none"> • 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. <p><i>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).</i></p>	

2. GOVERNANCE AND REPORTING

2.a. Is the school complying with governance requirements?	<ul style="list-style-type: none"> ● The governing body meets membership requirements: <i>NMSA 22-8B-4; PEC policy</i> <ul style="list-style-type: none"> ○ 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. (<i>NMAC 6.80.5.8 and 9</i>) ● 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. (<i>NMSA 10-15-1 and 3</i>) 	
2.b. Is the school complying with nepotism and conflict of interest requirements?	<ul style="list-style-type: none"> ● 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?	<ul style="list-style-type: none"> ● 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?	<ul style="list-style-type: none"> • 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. (<i>NMAC 6.11.2. 1, et seq.</i>) • 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?	<ul style="list-style-type: none"> • 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?	<ul style="list-style-type: none"> • All employees of the school are appropriately licensed as required by law. (<i>NMSA 22-10A-3</i>) <ul style="list-style-type: none"> • 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. (<i>NMSA 22-10A</i>) • The school accurately reports all staff to the PED, as verified through site visit reviews. 	

<p>3.d. Is the school respecting employee rights?</p>	<ul style="list-style-type: none"> • 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. (<i>NMSA 22-10A-21</i>) • The school complies with the minimum teacher salaries. (<i>NMSA 22-10A-7, 10, 11</i>) • The school has no verified complaints regarding violations of teacher rights under the school personnel act, FMLA, ADA, etc. (<i>NMSA 22-10A-1 et seq.</i>) • The school implements a teacher mentorship program for novice teachers in accordance with NMSA 22.10A-9. 	
<p>3.e. Is the school completing required background checks and reporting ethical violations?</p>	<ul style="list-style-type: none"> • 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. (<i>NMSA 22-10A-5</i>) • The school reports incidents of violations of teacher/licensed staff ethical rules or criminal convictions to the PED pursuant to the School Personnel Act. (<i>NMAC 6.60.8.8 and NMSA 22-10A-5</i>) 	
<p>4. SCHOOL ENVIRONMENT</p>		
<p>4.a. Is the school complying with facilities requirements?</p>	<ul style="list-style-type: none"> • The school meets PSFA occupancy, NMCI and ownership requirements. (<i>NMSA 22-8B-4.</i>) • 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. (<i>Subsection P of 6.29.1.9 NMAC</i>) <ul style="list-style-type: none"> - 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?	<ul style="list-style-type: none"> ● 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?	<ul style="list-style-type: none"> ● The school conducts all required emergency drills and practiced evacuations. (<i>NMSA 22-13-14 and NMAC6.29.1.9(O)</i>) ● 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 actively 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?	<ul style="list-style-type: none"> ● 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?	<ul style="list-style-type: none"> ● 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?	<ul style="list-style-type: none"> ● 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?	<ul style="list-style-type: none"> The school submits all budget request documents and budget approval documents to the PED according to PED's established deadlines. <i>(NMSA 22-8-6.1 and 10.)</i> 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. <i>(NMSA 22-8-6.1 and 10)</i> 	
5.b. Is the school following Generally Accepted Accounting Principles?	<ul style="list-style-type: none"> 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?	<ul style="list-style-type: none"> The school's last audit is devoid of any multi-year repeat findings. 	
5.d. Is the school managing grant funds responsibly?	<ul style="list-style-type: none"> 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. 	

²Financial 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?	<ul style="list-style-type: none"> • 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. <i>(NMSA 13-1-95.2)</i> • The governing council's audit committee and finance subcommittee are properly constituted and meet as required. <i>(NMSA 22-8-12.3)</i> 	
5.f. Is the school meeting their obligations timely and with appropriate internal controls?	<ul style="list-style-type: none"> • 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.

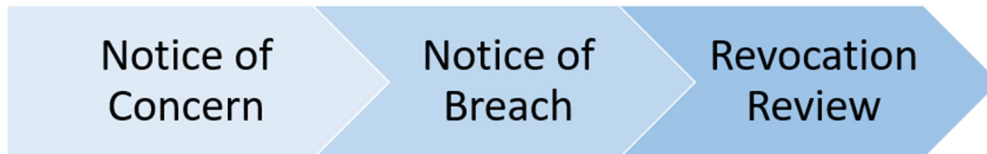
The PEC approves and publishes Annual Performance Reports for schools.

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 deadlines³ 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 matter⁴ 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	<ul style="list-style-type: none"> ● 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. 	<ul style="list-style-type: none"> ● 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	<ul style="list-style-type: none"> ● 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. 	<ul style="list-style-type: none"> ● 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	<ul style="list-style-type: none"> ● 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. 	<ul style="list-style-type: none"> ● 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.

Pecos Connection Academy/ Pecos Cyber Academy

Appendix 1

Partner Agreement

No documents

Pecos Connection Academy/ Pecos Cyber Academy

Appendix 2

Foundation Agreement

No documents

Pecos Connection Academy/ Pecos Cyber Academy

Appendix 3

Foundation Conflicts of Interest

No documents

Pecos Connection Academy/ Pecos Cyber Academy

Appendix 4

Bylaws

PECOS CONNECTIONS ACADEMY

GOVERNING COUNCIL BYLAWS

ARTICLE I

MISSION STATEMENT

Together with parents and the community, Pecos Connections Academy, NMSA1978 §§22-8B-1, *et seq.*, is committed to the students of the school.

ARTICLE II

NAME OF GOVERNING BODY AND SCHOOL

The name of Pecos Connections Academy's governing body shall be known as the "Governing Council," and referred to in these bylaws as "The Council."

ARTICLE III

EQUAL OPPORTUNITY

SCHOOL affirms its commitment to providing equal treatment of all of its students, parents and employees. Neither SCHOOL or the Council shall discriminate against any student, parent or employee on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition or sexual orientation or gender identity, or any other basis protected by law, with respect to his/her rights, privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities.

ARTICLE IV

GOVERNANCE AND TRAINING

The Council has a responsibility to ensure that SCHOOL operates in accordance with all applicable laws and regulations, and meets its commitments to its authorizer and to the New Mexico Public Education Department ("NMPED") as reflected in its charter. Council members have a responsibility to be familiar with the terms of the SCHOOL charter and legal responsibilities of public schools. Council members must become educated about public school laws and applicable rules and regulations. All SCHOOL Council members are required to attend annual mandatory training that explains New Mexico Public Education Department rules, policies, and procedures, statutory powers and duties of charter school governing bodies, legal concepts pertaining to public schools, finance and budget and other matter deemed relevant by the NMPED. In particular, the SCHOOL Council recognizes that the following New Mexico statutes and rules are applicable to public charter schools and each member commits to take necessary steps to become familiar with these provisions:

- Charter Schools Act (NMSA 1978 §§ 22-8B-1 et seq.)
- School Personnel Act (NMSA 1978 §§ 22-10A-1 et seq.);
- Procurement Code (NMSA 1978 §§ 13-1-1 et. seq.);

- Open Meetings Act (NMSA 1978, §§ 10-15-1 et seq.);
- Public School Finance Act (NMSA 1978 §§22-8-1 et seq.)
- New Mexico Public Education Department regulations, (contained in Title 6 of the New Mexico Administrative Code).

To the extent SCHOOL has not specifically requested and been granted a waiver from a particular NMPED policy/regulation or school district policy/regulation, those policies/regulations which have not been waived, shall apply.

ARTICLE V

GOVERNING COUNCIL POWERS AND RESPONSIBILITIES

The primary powers and duties of the Council are to:

1. Develop educational and operational policies for the SCHOOL;
2. Employ SCHOOL's head administrator, who shall be referred to hereafter as the "Principal," evaluate the Principal annually; and set the salary schedule for certified/licensed employees;
3. Charge the Principal with the responsibility of implementing the charter; employing, fixing the salaries of, assigning, terminating and discharging all SCHOOL employees; carrying out SCHOOL's policies and procedures, facilities plans, budget, and such other directives and policies adopted by the Council from time to time. The Governing Council shall not be involved in the day-to-day operations of the school;
4. Review, approve and monitor implementation of the annual SCHOOL budget;
5. Acquire, lease and dispose of property, both real and personal to the extent permissible by laws applicable to public charter schools;
6. Initiate lawsuits or take all necessary steps to protect the SCHOOL's interests;
7. Consistent with SCHOOL's budget authority, approve contracts for the repair and maintenance of all property belonging to the SCHOOL or for which SCHOOL is contractually responsible to maintain and repair, which authority may be delegated to the Principal as deemed appropriate by the Governing Council;
8. Enter contracts consistent with the SCHOOL approved budget for any service or activity that is required for SCHOOL to perform in order to carry out the educational program described in the SCHOOL charter. The Council may delegate its authority hereunder to the Principal for contracts as deemed appropriate by the Governing Council, except in cases of employment contracts which shall be delegated to the Principal consistent with SCHOOL's budget authority and the Council's adopted salary schedule;
9. Develop, adopt and amend policies and procedures pertaining to the administration of all powers or duties of the Council and SCHOOL;
10. Accept or reject any charitable gift, grant, devise or bequest. Each particular gift, grant, devise or bequest accepted shall be considered an asset of the SCHOOL;
11. Approve amendments to the Charter prior to presentation to the authorizer for approval;
12. Make application to NMPED for capital outlay funds;
13. Open other locations for operation of SCHOOL as consistent with the charter;
14. Address problems through the applicable dispute resolution processes according to policies and procedures;

15. Review and consider recommendations submitted by the Principal and other advisors to the Council;

16. Promote a cooperative relationship with its charter authorizer; to function in accordance with the New Mexico Charter School Act and resolve any dispute, which may arise between SCHOOL or its Council and the local board to the mutual benefit of the operation of SCHOOL and its authorizer; and

17. Such other powers and authorities as provided for by law.

ARTICLE VI

COLLECTIVE AUTHORITY OF COUNCIL

The Council will not be bound by any statement or action by an individual Council member, unless the Council, by majority vote in a properly convened meeting, delegates authority to that individual member to speak for or represent the entire Council. Unless acting pursuant to said express-delegated authority from the Council, no Council member shall undertake any individual action to implement any plan or action of the Council. When a Council member is assisting the Principal with implementing school policies, programs or other directives of the Principal or Council, in this role the Council member shall be considered a volunteer and have no special authority beyond that of a volunteer.

ARTICLE VII

COUNCIL MEMBERSHIP

1. Positions and Qualifications. SCHOOL Governing Council shall have no fewer than 5 (five), but no more than nine (9) voting members. The Governing Council shall strive to have the following composition: qualified individuals who have experience in business, education, law, finance, real estate and such other fields beneficial to SCHOOL's mission and the efficient, sound governance of the SCHOOL. The candidates for positions on the Governing Council shall be considered based upon their professional skills, demonstrated collaborative and problem-solving skills and attitudes, their ability and willingness to devote substantial time and energy to serving on the Council (including the requirement that each Council member shall regularly participate in the activities of at least one Council committee), and their commitment to acting in the best interests of SCHOOL as a whole, rather than for the interests of any particular person or group. The Council shall determine, prior to February 1 of each school year, whether the make-up of the Council shall be increased or otherwise changed.

2. Member Terms. There shall be no limit on the length of a member's tenure on the SCHOOL Council.

3. Vacancies. A vacancy on the Council caused an increase in the number of council members, a member's resignation, or a member's removal by vote of the Council, will be filled by majority vote of the remaining Council members. To fill any vacancy the Council shall convene to appoint a Nominating Committee who will recommend candidates to fill the vacancy. If Council membership falls below five (5) the vacancy shall be filled within sixty (60) days from creation of the vacancy. The Nominating Committee shall be one Council member and the Principal or his/her designee, who shall meet and solicit written applications, recruit potential candidates, and screen applicants and recruits for each of the positions on the Council to be

filled. The Nominating Committee shall recommend candidates to the Council at a public meeting. The Council shall thereafter select new members by a majority vote.

4. Disqualifications/Nepotism Rule. In no event shall a Council member be a SCHOOL employee, spouse of another Council member, or have a contract for provision of services or property with SCHOOL. The Council will not initially employ as Principal a person who is a Council member (unless the offer of employment is contingent upon such member's resignation from the Council), the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, or daughter-in-law, sister, sister-in-law, brother, brother-in-law, or sibling (collectively "family members") of any Council member. Upon petition by the Principal, the Council may approve the Principal's hiring of the Principal's family members as School employees by majority vote at a public meeting. Prior to approving the Principal's request to hire said individual, the Council shall carefully consider the potential impact on the integrity, efficiency, discipline and public perception of SCHOOL in the employment of any person who is a family member of the Principal or the parent of a currently enrolled SCHOOL student.

5. Attendance. Council members are expected to regularly attend Council meetings. If a Council member anticipates that he or she will not be able to attend a meeting, the Council member shall notify the President or designee of his or her impending absence in advance of the meeting. If a Council member, as a result of an emergency or illness, is unable to notify the President or designee of the Council in advance that he or she will be unable to attend a meeting, the Council member shall notify the President or designee in a timely manner following the meeting of the reason for his or her absence.

6. Removal from Council. A Council member may be removed by a majority vote of the remaining Council members for the following reasons:

- a. If a member misses two consecutive regular meetings or two out of six consecutive regular meetings except when such absence is due to exigent circumstances;
- b. If a member violates any policy or procedure adopted by the Council;
- c. If the Council determines that a member is not acting in the best interest or is otherwise obstructing the business of the Council;
- d. Violation of the member's duty of loyalty; or
- e. Any other ground the Council deems appropriate.

7. Resignations. A member shall state his/her intent to resign and the effective date of the resignation in writing to the Council President. A member's resignation shall be effective upon the date stated in the letter of resignation.

ARTICLE VIII

OFFICERS OF THE COUNCIL

1. Officers of SCHOOL Council. The officers of the SCHOOL Council shall be a President, Treasurer and Secretary. SCHOOL may, by a majority vote, create different categories of officers without requiring an amendment to these bylaws. The duties of certain officers are set forth herein. When the incumbent of an office is unable to perform the duties thereof or when there is no incumbent of an office (both such situations referred to hereafter as the "absence" of the officer), the duties of the office shall, unless otherwise provided by the Council, be performed by the next officer set forth in the following sequence: president, past president, secretary/treasurer.

2. Election and Tenure. All officers shall be elected by a majority vote of the Council. Officers shall serve for one (1) year terms; and be limited to a maximum of two (2) consecutive terms. Regular election of officers shall take place at the first regular meeting of the SCHOOL Council in June of each school year or until their successors have been duly elected and qualified, or until their death, resignation or removal. Officers' terms shall begin at the meeting immediately following the meeting of the Council at which the officer is elected.

3. Resignations and Removal. An officer may resign at any time by giving written notice to the president or to the secretary, the acceptance of such resignation shall not be necessary to make it effective. An officer may be removed by the Council whenever in its judgment the officer fails to perform the duty of his/her office or such other duties as appointed by the Council, or when the best interests of the School would be served thereby.

4. Vacancies. A vacancy in any office may be filled by a majority vote of the Council for the unexpired portion of the term of the officer being replaced.

5. President. The president of the Council shall preside at all meetings. She/he shall have the right, as other members of the Council, to make or second motions, to discuss questions, and to vote. The president of the Council may not take any action on behalf of the Council or SCHOOL without prior specific authority from a majority of the Council to do so. All communications addressed to the president shall be considered by him or her for appropriate action, which consideration may include consulting with legal counsel, and consideration by the Council. The president shall sign legal documents as required by law and perform such other duties as may be prescribed by the Council. It is the president's responsibility to ensure that Council members uphold their commitments/responsibilities to the school. The president is responsible for compiling the topics for business to be placed on the agenda.

6. Past-President. The office of past president is created to ensure institutional continuity. If the past-president resigns from the Council, the Council shall elect a vice-president. The officer in this position shall perform the duties of the president in the absence of the president or at the request of the president. In the event a vacancy occurs in the presidency, the past-president or vice-president will act in the capacity of the president until the office has been filled by a vote of the Council membership.

7. Secretary/Treasurer. The secretary/treasurer shall be familiar with the fiscal affairs of the School and keep the Council informed thereof in the event that the school's Business Manager is unable to so act. He/she will have knowledge of public school finance laws, rules and policies and shall serve as the chair of the SCHOOL's Finance Committee and Audit Committee. He/she shall attend the PED Spring Budget Workshop and/or any other financial regulatory training recommended by the Council, Principal or the Business Manager. As secretary to the Council, this office shall keep the minutes of the Council meetings, subject to the direction of the president, ensure that all notices are given in accordance with the provisions of the charter, Council policies and as required by law; shall countersign, when required, all authorized contracts, deeds, leases, or other legal instruments; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary by the Council. The Council may appoint a designee to assist with the responsibilities of the Secretary as described herein, including recording and transcribing the minutes of the meetings, posting notices and agendas and preparing packets for the Council's review. The secretary will review the minutes prior to presentation to the Council for approval. The secretary or the Council's designee shall be responsible for presenting the minutes to the Council at meetings.

8. Compensation. The officers shall not be compensated for their services; however, they may be compensated for reasonable expenses in accordance with the New Mexico Mileage and Per Diem Act.

9. Directors and Officers Insurance. The Council may secure officers and directors insurance in excess of the coverage provided by the New Mexico Public School Insurance Authority upon appropriate approval of the Council and if provided for in the school's approved budget.

ARTICLE IX

COUNCIL COMMITTEES

1. Standing Committees. The Council may establish standing committees, which may consist of Council members and non-Council members. Committee assignments and chairmanships will be determined by action of the entire Council, provided that at least one Council member shall serve on each committee. Standing committees of the Council shall include a Finance Committee and Audit Committee as defined by NMSA 1978 §22-8-12.3(2010); and a Nominating Committee, as defined in Article VII, Section 3. The time and place of all committee meetings shall be announced to the Council. Except for the audit committee, all Council members may attend any committee meeting if the meetings are properly noticed pursuant to the Open Meetings Act when a quorum will be present.

2. Principal's Committees. The Principal is empowered to establish committees within the school that report to the Principal. The Principal shall advise the Council about the purpose of the committees and activities affecting the school.

3. Ad Hoc Committees. The Council may appoint *ad hoc* advisory committees when and as determined to be necessary or advisable by the Council. Ultimate authority to make decisions will continue to reside with the Council.

4. Committee Functions. The function of Council committees will be fact-finding, deliberative, and advisory, rather than legislative or administrative. Committee recommendations that require school-wide policy changes must be submitted to the Council. The organization, responsibilities and rules of each committee created by the Council shall be reflected in a resolution approved by the Council. All committees shall keep written minutes of their meetings, and shall periodically present written reports to the Council containing committee recommendations. Committees shall comply with the Open Meetings Act, when applicable.

ARTICLE X

COUNCIL MEETINGS

1. Council Meetings. The SCHOOL Governing Council will comply with the New Mexico Open Meetings Act. NMSA 1978 §10-15-1. Regular meetings of the Council will be scheduled as determined to be reasonable and necessary for SCHOOL and set forth in the Council's annual resolution. Council meetings will be held at the School's office location or such other location as may be determined by the Council. Special meetings of the governing body may be called by the Council president or at the request of a Council member, in accordance with the Open Meetings Act. The Council shall consider at least once annually what constitutes reasonable notice for all regular, special and emergency meetings as contemplated by the New

Mexico Open Meetings Act and, thereafter, pass an appropriate resolution adopting policies and procedures for complying with the Act. The Resolution shall be posted for public information.

2. Council Agenda. The President of the Council shall set the council agendas. A request to have an item placed on the agenda must be submitted in writing to the President at least 72 hours prior to the required time the agenda must be posted. The President or designee shall provide a copy of the agenda and strive to provide all documentation to be considered by the Council at the meeting to each Council member at least 72 hours prior to the meeting. The agenda shall be posted for the public in accordance with the Open Meetings Act.

3. Council Record. A record of all actions of the Council will be set forth in the official minutes of the Council. The minutes and recordings will be kept on file pursuant to New Mexico record retention requirements. The Council will maintain a separate handbook of its minutes and resolutions passed by the Council, which shall be available for public inspection.

4. Council Minute and Records. The Council shall delegate responsibility for taking minutes of all Council meetings to the SCHOOL' administrative staff who shall provide thereof draft copy of the minutes to the Council Secretary prior to the next regular meeting of the Council. The Secretary shall present the draft minutes for approval at the next regular Council meeting. The Principal or his/her designee shall also supervise the Governing Council handbook of resolutions passed by the Council and the indexed record of action. A draft copy of the minutes shall be made available for public review by no later than 10 days after each meeting of the Council.

5. Quorum. A quorum shall consist of a simple majority of Council members in office. When a quorum is present any action may be taken by a majority vote of those members present.

6. Procedure. Roberts' Rules of Order, newly revised, will govern the Council, except when in conflict with applicable laws or regulations, which then prevail. Most action items are handled by appropriate motion procedures.

7. Attendance via Telephone Conference Call. Except to the extent otherwise provided by law, any meeting of the Council may be attended by any of the Council members by means of a conference telephone (or similar communications equipment) when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any other member of the Council who speaks during the meeting. Such attendance shall constitute presence by the Council member as if in person at such meeting and for purposes of determining a quorum. Any action taken by the Council at such meeting shall constitute a valid action of the Council. Council members appearing by telephone shall make advance arrangements with the Council President at least 24 hours in advance of the meeting.

ARTICLE XI

CONFLICT OF INTEREST

Governing Council members shall comply with the Conflict of Interest Policy passed by the Council. Each Council member shall complete an "Annual Disclosure Statement," in which he/she is responsible for disclosing to the Council the existence of any direct or indirect interest in a School transaction. Failure to make such disclosure shall be grounds for voiding the transaction, at the discretion of the Council.

ARTICLE XII

COUNCIL MEMBERS' ETHICAL OBLIGATIONS AND DUTIES

1. Misuse of Position. A Council member shall not use his or her position at SCHOOL to attempt to influence the decision of any SCHOOL employee to grant special treatment to (a) the child or ward of the member, (b) any relative of the member, or (c) any "Related Party" as defined in the Council's Conflict of Interest Policy. Every Council member and every SCHOOL employee who is a parent or ward of a SCHOOL student shall inform his or her child that he or she is required to follow all rules, policies and procedures applicable to SCHOOL students, that he or she is not entitled to special treatment by virtue of the relationship with a Council member or employee, and that any attempt to seek such special treatment may result in disciplinary action.

2. Commitment to Collaboration. All Council members shall work collaboratively with each other, with the sole goal of achieving SCHOOL's educational mission. The Council has been constituted so as to include a broad spectrum of experience and perspectives, and every Council member shall be afforded the opportunity to express his or her opinion, in a professional manner, about matters before the Council. Council members shall refrain from non-constructive or personality-based comments that do not advance SCHOOL's mission. Because the Council makes decisions as a deliberative body, it is expected that, except in extraordinary circumstances, Council members will voice their opinions to other Council members about Council matters in the context of Council and/or committee meetings, rather than in private communications among Council members.

3. Confidentiality. Council members shall be expected to keep confidential any deliberations or discussions that take place in closed session meetings. It is expected that Council members will raise concerns or share information about closed session meetings within the context of Council and/or other committee meetings with other members of the Council and appropriate staff members only. A member's obligation to maintain confidentiality shall survive the Council member's tenure on the SCHOOL Council.

ARTICLE XIII

MISCELLANEOUS

1. Policy Adoption. Adoption of new policies or the revision or repeal of existing policies is solely the responsibility of the Council. Proposals regarding policies may originate from Principal, a Council member, Council advisors, or committees formed by the Council for

the purpose of investigating and developing policy. Staff members, students, civic groups, parents or other interested citizens may request that a Council member or the Principal sponsor a proposed policy.

2. Amending Governing Council Bylaws. Any section or subsection of the Governing Council Bylaws may be altered, suspended or revoked only by 2/3 two thirds of a quorum vote of the Governing Council.

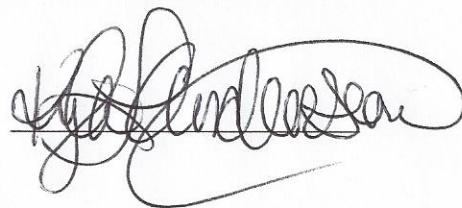
3. Signatory Authority. The Governing Council may by a majority vote, delegate authority to sign contracts as described by resolution, to the Principal consistent with Article V, paragraph 7 and 8. All checks must be signed by two authorized individuals, neither of which may be SCHOOL's business manager.

4. Dissolution of the Charter. If deemed advisable by the Council that SCHOOL's charter should be dissolved, SCHOOL in collaboration with the authorizer and the New Mexico Public Education Department shall devise an appropriate plan for closing the school and transferring assets as required by the New Mexico Charter School Act and such other applicable laws and regulations.

CERTIFICATE OF ADOPTION

The undersigned officers hereby certify that these Bylaws were duly adopted by the SCHOOL's Governing Council on August 28, 2015.

By: _____



Pecos Connection Academy/ Pecos Cyber Academy

Appendix 5

Board of Finance

STATEMENT OF GOVERNING BODY TO CONSULT WITH PED

We, the undersigned, make up the governing body of the Pecos Cyber Academy, located in _____, New Mexico.

In accordance with 6.80.4.16 NMAC, we agree to consult with the New Mexico Public Education Department on any matter not covered by the manual of accounting and budgeting before taking any action related to funds held as a board of finance.

We make this statement as part of Pecos Cyber Academy's application to the Public Education Commission for status as a board of finance under 6.80.4.16 NMAC.

We understand that we must retain or hire a Licensed School Business Manager as soon as financial feasible and, thereafter, notify the New Mexico Public Education Commission within 30 days of hiring and/or changing in a Licensed School Business Manager for the school, and a new, signed "Affidavit of Financial Custodian" must be submitted.

We understand that we must submit an Affidavit of Governing Body Member to the Public Education Commission within 60 days of a change in membership of our governing body.

THE FOLLOWING MEMBERS OF THE Pecos Cyber Academy GIVE THE FOREGOING STATEMENT THIS 17th DAY OF April, 2012.

1. [signature]
Kyla L. Anderson
[print]
2. [signature]
Candi Borrecco
[print]
3. [signature]
Brandy Tillian
[print]
4. [signature]
Jennifer L. Sears
[print]
5. [signature]
Denise Smythe
[print]

Attach additional pages if membership exceeds five.

STATEMENT OF GOVERNING BODY TO CONSULT WITH PED

We, the undersigned, make up the governing body of the Pecos Cyber Academy, located in Edgewood, New Mexico.


In accordance with 6.80.4.16 NMAC, we agree to consult with the New Mexico Public Education Department on any matter not covered by the manual of accounting and budgeting before taking any action related to funds held as a board of finance.

We make this statement as part of Pecos Cyber Academy's application to the Public Education Commission for status as a board of finance under 6.80.4.16 NMAC.

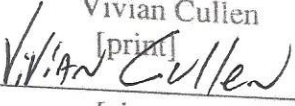
We understand that we must retain or hire a Licensed School Business Manager as soon as financial feasible and, thereafter, notify the New Mexico Public Education Commission within 30 days of hiring and/or changing in a Licensed School Business Manager for the school, and a new, signed "Affidavit of Financial Custodian" must be submitted.

We understand that we must submit an Affidavit of Governing Body Member to the Public Education Commission within 60 days of a change in membership of our governing body.

THE FOLLOWING MEMBERS OF THE PECOS CYBER ACADEMY GIVE THE FOREGOING STATEMENT THIS 25TH DAY OF MARCH 2022.

1. 

[signature]
Vivian Cullen

[print]
2. 

[signature]

[print]
3. _____
[signature]

[print]
4. _____
[signature]

[print]
5. _____
[signature]

[print]

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF)

I, Candi Borrecco, after being duly sworn, state:

1. My name is Candi Borrecco and I reside in Edgewood, New Mexico.

2. I am a member of the governing body of the [insert name of school] in Pecos Cyber Academy, New Mexico.

3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.

4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.

5. I understand that as a member of the [insert name of school]'s governing body, I am 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.

Candi Borrecco
[Signature]

4/19/22
Date

Candi Borrecco
[Print]

VERIFICATION

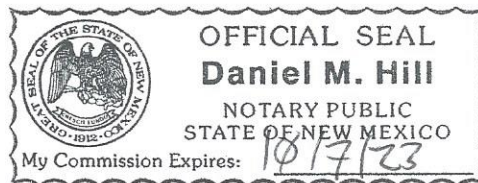
The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 19th day of April, 2022.

[Notary Seal:]

[Signature]

NOTARY PUBLIC

My commission expires: October 7, 2023.



AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF)

I, Kyla Anderson, after being duly sworn, state:

1. My name is Kyla Anderson and I reside in Santa Fe, New Mexico.

2. I am a member of the governing body of the ^{PLA} [insert name of school] in Edgewood, New Mexico.

3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.

4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.

5. I understand that as a member of the [insert name of school]'s governing body, I am 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.

Kyla Anderson
[Signature]

4/14/2022
Date

Kyla L. Anderson
[Print]

VERIFICATION

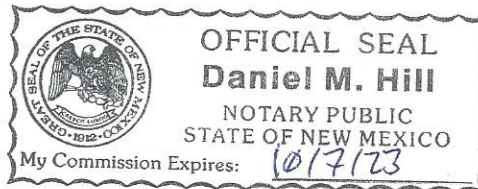
The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 14th day of April, 2022.

[Notary Seal:]

[Signature]

NOTARY PUBLIC

My commission expires: Oct. 7, 2023.



AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF)

I, Brandy Tillian, after being duly sworn, state:

1. My name is Brandy Tillian and I reside in Edgewood, New Mexico.

2. I am a member of the governing body of the PCA [insert name of school] in Edgewood, New Mexico.

3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.

4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.

5. I understand that as a member of the [insert name of school]'s governing body, I am 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.

Brandy Tillian
[Signature]

4/19/2022
Date

Brandy Tillian
[Print]

VERIFICATION

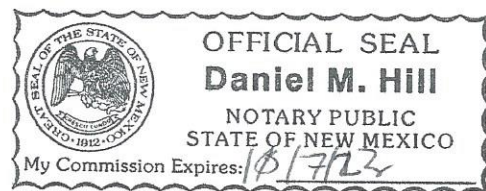
The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 17th day of April, 2023.

[Notary Seal:]

[Signature]

NOTARY PUBLIC

My commission expires: October 7, 2023.



AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF)

I, Jennifer Sears, after being duly sworn, state:

1. My name is Jennifer Sears and I reside in Edgewood, New Mexico.

2. I am a member of the governing body of the PCA [insert name of school] in _____, New Mexico.

3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.

4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.

5. I understand that as a member of the [insert name of school]'s governing body, I am 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.

Jennifer Sears
[Signature]

4/19/22
Date

Jennifer Sears
[Print]

VERIFICATION

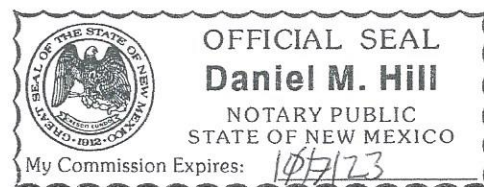
The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 19th day of April, 2022.

[Notary Seal:]

DP

NOTARY PUBLIC

My commission expires: October 7, 2023.



AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF OREGON)

COUNTY OF Washington)

I, Vivian Cullen after being duly sworn, state:

1. My name is Vivian Cullen and I reside in Rio Rancho, New Mexico.
2. I am a member of the governing body of the Pecos Cyber Academy in Edgewood, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the Pecos Cyber Academy's governing body, I am 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.

Vivian Cullen
[Signature]

03/25/22
Date

Vivian Cullen
[Print]

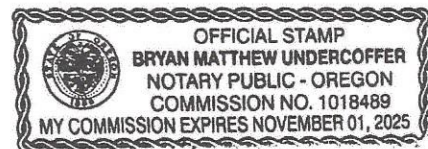
VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 25 day of March, 2022.

[Notary Seal:]

B
NOTARY PUBLIC

My commission expires: BU
11/6/25, 2025.



AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)
)
COUNTY OF)

I, Denise Smythe, after being duly sworn, state:

1. My name is Denise Smythe and I reside in Estancia, New Mexico.

2. I am a member of the governing body of the [insert name of school] in PCA Edgewood, New Mexico.

3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.

4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.

5. I understand that as a member of the [insert name of school]'s governing body, I am 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.

Denise Smythe
[Signature]

4/19/22
Date

Denise Smythe
[Print]

VERIFICATION

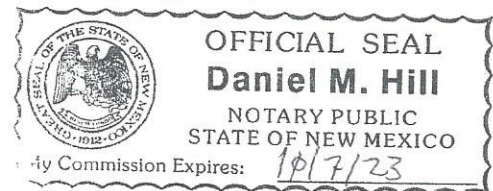
The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 19th day of April, 20 22.

[Notary Seal:]

DP

NOTARY PUBLIC

My commission expires: October 7, 20 23.



AFFIDAVIT OF FINANCIAL RECORD CUSTODIAN

STATE OF NEW MEXICO)

COUNTY OF Dona Ana

I, Gloria P. Lopez, [affiant] after being duly sworn, state:

1. I live in the City of Las Cruces, County of Dona Ana, New Mexico.

2. In accordance with 6.80.4.16 NMAC, I agree to accept the responsibility of keeping the financial records of the charter school and recognized that I am in charge of maintaining public funds with fidelity and in accordance to public finance laws, rules and regulations.

3. I have completed the following training in the maintenance of financial records:

- a) New Mexico Business Offsets Conferences & Trainings
- b) New Mexico Public Procurement Association Conferences & Trainings
- c)

4. Attached is a certificate of insurance that indicates that I am adequately bonded to take this responsibility.

5. I have earned the following certificates, licensures and/or degrees:

Certificate, licensure or degree	Educational Institution	Date	Current Yes/No
<u>CPO</u>	<u>NM General Services Dept</u>	<u>March 2023</u>	<u>Yes</u>
<u>Business License</u>	<u>State of NM</u>	<u>June 2029</u>	<u>Yes</u>

FURTHER AFFIANCE SAYETH NAUGHT.

Gloria P. Lopez
[Signature of Affiant]

6/28/2022
Date

Gloria P. Lopez
[Print Name of Affiant]

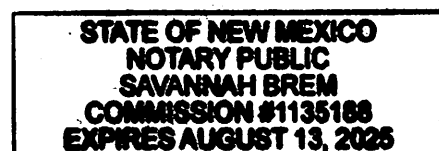
VERIFICATION

The forgoing Affidavit of Financial Records Custodian was subscribed and sworn to before me, this 28th day of June, 2022.

[Notary Seal:]

Savannah Brem
NOTARY PUBLIC

My commission expires: 08-13, 2025.





NEW MEXICO
GENERAL SERVICES DEPARTMENT

Gloria P Lopez

*Who has satisfactorily pursued the certification training program and
passed the required examination*

in accordance with the requirements established pursuant to

NMSA 13-1-95.2

is hereby awarded on this 16th day of March 2021

Chief Procurement Officer Certification

Certificate No. **CPO-2016-00000-01302**



[Signature]
State Purchasing Agent

STATE OF NEW MEXICO



In Recognition of
The Fulfillment of the Requirements for
School Personnel Licensure
this

LEVEL TWO SCHOOL BUSINESS OFFICIAL
is issued to

GLORIA LOPEZ

Effective from July 01, 2020 to June 30, 2029
Licensure Number: 322015

A handwritten signature in dark ink, reading "Ryan Stewart".

Secretary of Education

Pecos Connection Academy/ Pecos Cyber Academy

Appendix 6

School Admission Policies and Procedures



Enrollment and Lottery Policy 2021-2022 SY

Purpose

Pecos Cyber Academy (“PCA”) is committed to maximizing open enrollment by year 5, for students in grades K-12, within its annually set enrollment limits and projected grade levels served. Such limits help ensure that students are provided with quality instruction and support, including an effective student/teacher ratio.

Each year the school will conduct an open application period. After accounting for returning students and their eligible siblings, if the number of enrollment applications completed during the annual open application period exceeds the available slots, PCA will ensure applicants have an equal chance of admission through means of a publicly held random lottery selection process. The lottery will be open to the public, however attendance is not required. PCA will post the date, time and location of the lottery on its website Enrollment page.

Nondiscrimination Assurances

PCA does not discriminate against any person on the basis of ethnic group identification, race, color, national origin, ancestry, sex, sexual orientation, gender identity, religion, physical or mental disability, athletic performance, language proficiency in English or another language, prior academic achievement, or age in the admission to, participation in, or receipt of any educational services or activities.¹

Open Application Period

PCA will have an open application period each year at a time to be specified in the second semester of each year for the following year. During this period, applicants who are interested in enrolling must begin by:

1. Completing the online registration form which will be made available on the school’s website.
A valid form of proof of residency.

No new students will be admitted for the 2021-2022 school year during the open application period.

Enrollment Preferences

As provided in N.M. Stat. Ann §22-8B-4.1(B), PCA shall give enrollment preference to:

- (1) students who have been admitted to PCA through an appropriate admission process and remaining in attendance through subsequent grades;

¹ This statement is in accordance with the provisions of Title VII of the Civil Rights Act of 1964, Title IX of the Educational Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Individuals with Disabilities Education Act (IDEA) and state regulations as applicable.

- (2) children of employees employed by PCA; and
- (3) siblings of students already admitted to or attending PCA.

Sibling preference in the lottery process will help committed families handle the logistics of successful participation in the virtual school.

Waitlists

PCA will continue to accept applications after the open application period however, these students will be placed on a waitlist determined by the automatic recorded time/date stamp recorded at the time of the application submission. These students will be allowed to enroll based on the availability of space in their grade cluster and their place on the waiting list. If the school is not oversubscribed by the end of the open application period, no lottery will be held and PCA will continue to accept applications and admit eligible students in the order in which enrollment applications are received and based on availability in their respective grade clusters.

Lottery Procedure

Upon accounting for returning students and their eligible siblings, if the number of lottery eligible students exceeds the school's enrollment capacity, a random lottery will be conducted in accordance with this policy.

- The lottery may or may not be conducted in grade clusters.
- The grade order in which the lottery is drawn, and the total number of students selected may vary each year depending on the number of students who receive an enrollment preference.
- The lottery will be open to the public, but attendance is not required.
- If a random number lottery is needed, PCA will post the date, time and location of the lottery on its website Enrollment page.
- When all slots are filled via the lottery, students not selected will be placed on a waiting list in the order of their lottery number and made an offer to enroll in descending order as space becomes available.
- The waiting list is for one school year only and will not carry over from school year to school year.
- A new application must be submitted each year.

Randomization of Lottery

In order to ensure a random lottery without the possibility of human bias and error, PCA will use an electronically generated random number lottery to determine who can attend. The program will randomly select a student name from the pool of enrollment applicants for a specific grade cluster until the number of available slots are filled, or the pool of enrollment applications is exhausted.

Student Selection Process

Students selected in the lottery will be provided an offer of enrollment. The offer of enrollment must be accepted within a specified period or the student will forfeit his/her space to the next student on the waiting list. After an offer of enrollment has been accepted, students will have a designated period of time to complete all enrollment requirements or forfeit their space to the next student on the waiting list.

Pecos Connection Academy/ Pecos Cyber Academy

Appendix 7

Board Compliance Certificate

ASSURANCES


My name is Kyla Anderson and I reside in Santa Fe, NM. I am a member of the governing body for Pecos Cyber Academy, a charter school which is located at 1841 Old US Highway 66 Edgewood, NM 87015. I assure that in my capacity as a member of the governing body, the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
6. The governing body does not and will not contract with a for-profit entity for the management of the CHARTER SCHOOL.
7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.
11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act.
12. The CHARTER SCHOOL provides equitable access to and participation in its federally assisted program for students, teachers, and other program beneficiaries with special needs.
13. Meetings of the CHARTER SCHOOL Governing Body comply with the New Mexico Open Meetings Act, Sections 10-15-1 et seq., NMSA 1978 and the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978.

14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.
15. The CHARTER SCHOOL has and will adopt all policies and procedures required by the Public School Code, the New Mexico Administrative Code, and the Public Education Commission.
16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.
17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.
18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Kyla Anderson

Printed Name

DocuSigned by:

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Signature

6/23/2022

Date

ASSURANCES

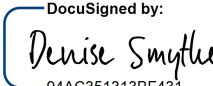
My name is Denise Smythe and I reside in Estancia, NM. I am a member of the governing body for Pecos Cyber Academy a charter school which is located at 1841 Old US Highway 66 Edgewood, NM 87015. I assure that in my capacity as a member of the governing body, the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
6. The governing body does not and will not contract with a for-profit entity for the management of the CHARTER SCHOOL.
7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.
11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act.
12. The CHARTER SCHOOL provides equitable access to and participation in its federally assisted program for students, teachers, and other program beneficiaries with special needs.
13. Meetings of the CHARTER SCHOOL Governing Body comply with the New Mexico Open Meetings Act, Sections 10-15-1 et seq., NMSA 1978 and the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978.

14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.
15. The CHARTER SCHOOL has and will adopt all policies and procedures required by the Public School Code, the New Mexico Administrative Code, and the Public Education Commission.
16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.
17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.
18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Denise Smythe

Printed Name

DocuSigned by:

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Signature

6/28/2022

Date

ASSURANCES

My name is Lorissa Marshall and I reside in Albuquerque, NM. I am a member of the governing body for Pecos Cyber Academy a charter school which is located at 1841 Old US Highway 66 Edgewood, NM 87015. I assure that in my capacity as a member of the governing body, the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
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7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.
11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act.
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16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.
17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.
18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Lorissa Marshall

Printed Name

DocuSigned by:



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Signature

6/29/2022

Date

ASSURANCES

My name is Brandy Tillian and I reside in Edgewood, NM. I am a member of the governing body for Pecos Cyber Academy a charter school which is located at 1841 Old US Highway 66 Edgewood, NM 87015. I assure that in my capacity as a member of the governing body, the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
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18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Brandy Tillian

Printed Name

DocuSigned by:

Brandy Tillian

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Signature

6/28/2022

Date

ASSURANCES


My name is Vivian Cullen and I reside in Rio Rancho, NM. I am a member of the governing body for Pecos Cyber Academy a charter school which is located at 1841 Old US Highway 66 Edgewood, NM 87015. I assure that in my capacity as a member of the governing body, the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
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9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.
11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act.
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13. Meetings of the CHARTER SCHOOL Governing Body comply with the New Mexico Open Meetings Act, Sections 10-15-1 et seq., NMSA 1978 and the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978.

14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.
15. The CHARTER SCHOOL has and will adopt all policies and procedures required by the Public School Code, the New Mexico Administrative Code, and the Public Education Commission.
16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.
17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.
18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Vivian Cullen

Printed Name

DocuSigned by:

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Signature

6/28/2022

Date

Pecos Connection Academy/ Pecos Cyber Academy

Appendix 8

Discretionary Waivers

Pecos Connection Academy/ Pecos Cyber Academy

Appendix 9

Lease/ Lease Purchase documentation

Not applicable to this school