

Rio Grande Academy of Fine Arts

Contract

Performance Framework

Academic

School specific goals

Organizational

Financial

Appendices

Charter Contract Between the
New Mexico Public Education Commission
And
Rio Grande Academy of Fine Arts

This Charter Contract, (the "Contract"), is hereby entered into by and between the New Mexico Public Education Commission, (the "Commission"), and Rio Grande Academy of Fine Arts, (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 August 27, 2021, (the "Charter") with the following two conditions

- That each board member obtains all required training hours to be provided by the Charter Schools Division and
- That the School complete the Implementation Year Checklist, resulting in the issuance from the PEC of a Certificate to Commence Operations prior to starting operations; 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:

Adopted April 8, 2022

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SECTION 1: DEFINITIONS

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

"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 the 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 Schools 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 two conditions
 - i. That each board member obtains all required training hours to be provided by the Charter Schools Division and

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- ii. That the School complete the Implementation Year Checklist, resulting in the issuance from the PEC of a Certificate to Commence Operations prior to starting operations;..
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

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 Rio Grande Academy of Fine Arts is to educate students through an arts-integration curriculum that promotes problem solving and creativity and supports all K-12 students to achieve grade-level standards.

- 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 1,144 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 may not exceed the building capacity of the Facility as specified by PSFA.

4. Partner Organization or Management Company - None

- 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 intends to create a relationship with the Rio Grande Academy of Fine Arts Foundation, 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 the 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:

- A. Rio Grande Academy of Fine Arts will use arts integration and arts enhanced

instruction. Arts integration instruction that is an approach to teaching and learning through which academic standards are taught and assessed equitably in and through the arts. Arts-integration is *what* we will teach, but it is also *how* we will teach.

- B. Students will receive rigorous, culturally responsive content-based on grade-level CCSS while integrating the NM Core Arts Standards (NMCAS) to allow students to reach goals while investigating their talents.
- C. Through community partnerships of local media, performing, and visual artists and organizations, students will be exposed to and learn a variety of art forms.

Rio Grande Academy of Fine Arts intends to offer in-person instruction 100% of the time, however, will offer virtual instruction if required by the state, local, or federal government. If virtual instruction is provided, the school will provide students with one-to-one devices, if needed, and require students to be on-screen during instruction unless modified in a student educational plan.

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

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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:

- 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 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

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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, including the delivery of in-person instruction, at the following location(s):

Rio Grande Academy of Fine Arts
1401 Old Coors Rd. SW
Albuquerque, NM 87121

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.
 - 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.

D. 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.

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

c. 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.

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

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

- i. Evaluate all applications submitted by this charter school, including properly submitted amendment requests, and act timely on any such applications or requests;
- ii. Monitor the performance and legal compliance of the School, in accordance with the requirements of the Act and the terms of the Charter and Contract;
- iii. Review all relevant information to determine whether the School merits suspension, revocation or nonrenewal. All evaluation and monitoring will be carried out using the processes and criteria established in the Accountability Plan in Attachment A;
- iv. Conduct all its activities in accordance with its chartering policies and practices, which shall be modified from time to time to be consistent with nationally recognized principles and standards for quality charter authorizing in all major areas of authorizing; and
- v. Promptly notify the Governing Body of the School of unsatisfactory fiscal, overall governance or student performance or legal compliance and provide reasonable opportunity for the governing body to remedy the problem; Any such notice shall be provided in accordance with the Accountability Plan as provided in Attachment A.
- vi. The Commission is not required to allow the school the opportunity to remedy the problem if the unsatisfactory review warrants revocation.

SECTION 6: ADDITIONAL TERMS

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

- i. New Mexico Public Education Department: The Department shall utilize the funds for the following purposes:
 - a. Funding the staff to conduct work for the Division, which shall include:

1. Conducting annual site visits and annual evaluations under the

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

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

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

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

- a. Notify the school at least 7 days prior to a regularly scheduled meeting that it will be on the agenda for consideration of whether to issue a Notice of Intent to Revoke the Charter.
- b. Issue a written Notice of Intent to Revoke the Charter within 15 days of voting to issue such a notice. The Notice shall:
 1. State the legal basis for the potential revocation, and reasonably identify the evidence that the Commission has to support the existence of the legal basis;
 2. Identify the date, location, and time at which a revocation hearing will be held;
 3. Establish deadlines for the School and the Commission to present written materials and all evidence that will be used during the hearing; and
 4. Identify if the hearing will be conducted by the Commission or by an impartial hearing officer. If a hearing officer is to be used,

the Notice shall establish the date on which the Commission will consider whether to accept, reject, or modify the hearing officer's findings of facts, conclusions of law, and recommendations.

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

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

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

- a. Committed a material violation of any of the conditions, standards or procedures set forth in the Contract,
- b. Failed to meet or make substantial progress toward achievement of the Department's standards of excellence or student performance standards identified in the Contract,
- c. Failed to meet generally accepted standards of fiscal management,
- d. for a charter school located on tribal land, failed to comply with ongoing consultations pursuant to the Indian Education Act; or
- e. Violated any provision of law from which the School was not specifically exempted.

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

- a. At least one year prior to the date on which the school will apply for renewal, the Commission's authorized representatives will notify the school of its preliminary renewal profile.

- 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, which shall be not less than 10 days from the date of the delivery of the recommendation.
- c. No later than seven (7) days prior to the Commission's meeting at which it will consider the school's renewal application, the Commission's authorized representatives will provide the school with a final application analysis and recommendation.
- d. Upon making a final non-renewal decision, the Commission, through the Chair, shall issue a written decision within 30 days of voting to non-renew the charter stating the findings of fact and conclusions of that support the revocation.

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

- i. In the event of any conflict among the documents and practices defining this relationship, it is agreed that:
 - a. The Contract shall take precedence over policies of either Party and the Charter; and
 - b. If a provision in the Performance Framework conflicts with a provision in the Contract, the Contract shall take precedence over the Performance Framework.
- ii. This Contract shall not take precedence over any applicable provisions of law, rule or regulation.
- iii. In the event of a change in law, regulation, rule, procedure or form affecting the School during the term of this Contract, the Parties shall comply with the change in law, rule, regulation or procedure or utilize the new form, provided.

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

7. Charter Interpretation:

- i. Merger: This Charter and Contract, including all of the attachments, constitute the entire agreement of the Parties. NMSA, Commission policies, and Department policies, and administrative rules and regulations which may be amended from time to time during the course of the Charter, are incorporated into this Charter, along with any amendments which may occur during the term of the Charter, by this reference.
- ii. Waiver: Either party's failure to insist on strict performance of any term or condition of the Charter shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- iii. Severability: The provisions of this Charter are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Charter or Contract.
- iv. Assignment: Neither party may assign or transfer any right or interest in this Charter and Contract unless authorized by law. No assignment, transfer or delegation of any duty of the School shall be made without prior written permission of the Commission.

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

School will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This provision shall be subject to annual budget and appropriation by the New Mexico Legislature.

- 9. Employees and Contractors:** This Charter is not an employment contract. No officer, employee, agent, or subcontractor of the School is an officer, employee, or agent of the Commission or the Department.
- 10. Non-Discrimination:** The School shall comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act. The School shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, sexual orientation, gender identity, spousal affiliation, national origin or disability.
- 11. Notices:** Any notice required, or permitted, under the Contract shall be in writing and shall be effective immediately upon personal delivery, upon receipt of electronic mail, or three (3) days after mailing to the following:

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

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

- 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.

RIO GRANDE ACADEMY OF FINE ARTS

Executed this 6th day of May 2022

By Kathy McClendon

Kathy McClendon, Charter Representative for Rio Grande Academy of Fine Arts

NEW MEXICO PUBLIC EDUCATION COMMISSION

Executed this 24 day of June 2022

By Rebekka Burt

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

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

BEFORE THE PUBLIC EDUCATION COMMISSION

STATE OF NEW MEXICO

TRANSCRIPT OF PROCEEDINGS

OPEN PUBLIC MEETING

May 20, 2022

9:00 a.m.

VIA ZOOM WEBINAR VIDEO TELECONFERENCE

REPORTED BY: Cynthia C. Chapman, RMR-CRR, NM CCR #219

Bean & Associates, Inc.

Professional Court Reporting Service

201 Third Street, NW, Suite 1630

Albuquerque, New Mexico 87102

JOB NO.: 6327N (CC)

<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>

<p style="text-align: right;">38</p> <p>1 greatly in a positive way.</p> <p>2 And the -- the aspect of art for students</p> <p>3 to express themselves provides safety, creativity,</p> <p>4 and I think it's going to provide a lot of</p> <p>5 empowerment for their student population.</p> <p>6 So -- so great job on their application,</p> <p>7 and I'm excited to see them open.</p> <p>8 THE CHAIR: Thank you, Vice Chair Voigt.</p> <p>9 Any other questions or comments by</p> <p>10 Commissioners?</p> <p>11 (No response.)</p> <p>12 THE CHAIR: All right.</p> <p>13 Secretary Armijo, if you could take vote.</p> <p>14 COMMISSIONER ARMIJO: Thank you.</p> <p>15 Commissioner Gipson.</p> <p>16 COMMISSIONER GIPSON: Yes.</p> <p>17 COMMISSIONER ARMIJO: Commissioner Manis.</p> <p>18 COMMISSIONER MANIS: Yes.</p> <p>19 COMMISSIONER ARMIJO: Commissioner</p> <p>20 Robbins.</p> <p>21 COMMISSIONER ROBBINS: Yes.</p> <p>22 COMMISSIONER ARMIJO: Vice Chair Voigt.</p> <p>23 COMMISSIONER VOIGT: Yes.</p> <p>24 COMMISSIONER ARMIJO: Commissioner Armijo</p> <p>25 votes yes.</p>	<p style="text-align: right;">40</p> <p>1 MS. JULIA BARNES: I just wanted to</p> <p>2 confirm the school is strongly -- well, you know,</p> <p>3 has been created with a social-emotional aspect to</p> <p>4 their school. And there's been a lot of</p> <p>5 conversation about having that be, you know, a</p> <p>6 high-stakes decision.</p> <p>7 And they felt strongly that it's essential</p> <p>8 to their mission. And they know and have studied it</p> <p>9 a lot. So even given the interesting conversation</p> <p>10 we had yesterday, the school is really looking to</p> <p>11 that, and I think it will be very interesting to see</p> <p>12 how that goal is implemented.</p> <p>13 THE CHAIR: Thank you.</p> <p>14 Questions from Commissioners? Or</p> <p>15 comments?</p> <p>16 Commissioner Carrillo.</p> <p>17 COMMISSIONER CARRILLO: Is Sean available</p> <p>18 to come into Chat, because I have a question for</p> <p>19 him.</p> <p>20 But before he's brought on, I just want to</p> <p>21 say that being a Santa Fean here 31 years and on the</p> <p>22 Board of Ed for Santa Fe, I'm very happy to have</p> <p>23 this as an addition to choices for Santa Fe</p> <p>24 students. And I know that we often hear that State</p> <p>25 charters -- or any charter -- and it's just so</p>
<p style="text-align: right;">39</p> <p>1 Chair Burt.</p> <p>2 THE CHAIR: Yes.</p> <p>3 COMMISSIONER ARMIJO: And Commissioner</p> <p>4 Carrillo.</p> <p>5 COMMISSIONER CARRILLO: Yes.</p> <p>6 COMMISSIONER ARMIJO: That passes, seven</p> <p>7 to zero.</p> <p>8 THE CHAIR: All right. That takes us to</p> <p>9 Item "i," THRIVE Community School.</p> <p>10 THRIVE Community School is a new State</p> <p>11 charter. So, we will be approving two documents:</p> <p>12 First is the new contract; the second is the</p> <p>13 Performance Framework.</p> <p>14 The mission goals are on Page 6 of their</p> <p>15 Performance Framework.</p> <p>16 The first goal is a Social Emotional</p> <p>17 Learning survey and positive responses on a</p> <p>18 nationally approved Social Emotional Learning</p> <p>19 survey.</p> <p>20 The second mission goal is for students</p> <p>21 who have attended two full years will have a small</p> <p>22 performance gap, 15 percent or less, between</p> <p>23 students identified in the Yazzie-Martinez case and</p> <p>24 the highest performing subgroup.</p> <p>25 Any -- Ms. Barnes first.</p>	<p style="text-align: right;">41</p> <p>1 annoying, and I know you guys feel likewise --</p> <p>2 "You're just taking our kids."</p> <p>3 How many times have all of us heard that</p> <p>4 ridiculous phrase?</p> <p>5 And we're not. We're giving kids and</p> <p>6 parents, and families in general, choices. And I</p> <p>7 know several kids and families that have already</p> <p>8 chosen THRIVE that I've known for years. And so I'm</p> <p>9 really happy about that.</p> <p>10 So I'm very happy to have THRIVE as part</p> <p>11 of the community. And as I've said on many</p> <p>12 occasions, if districts -- not yet -- but districts</p> <p>13 around the state need to get more innovative to be</p> <p>14 able to excite, attract their kids, and make what</p> <p>15 they're doing relevant to these families to have the</p> <p>16 kind of success I expect from THRIVE.</p> <p>17 So very grateful to have that up here in</p> <p>18 the Santa Fe community.</p> <p>19 Is Sean available?</p> <p>20 MS. MELISSA BROWN: (Indicates.)</p> <p>21 THE CHAIR: It looks like Sean is here.</p> <p>22 Amy and Julie are all here. Seems like --</p> <p>23 COMMISSIONER CARRILLO: It's just a quick</p> <p>24 question for Sean around how is the location coming?</p> <p>25 THE CHAIR: Okay.</p>

**DRAFT RIO GRANDE ACADEMY OF FINE ARTS
GOVERNING BOARD MEETING MINUTES**

May 3, 2022

Governing Board Members

KATHY MCCLENDON, President
DR. SUSAN MCCONNELL, Vice President
LEE BALDWIN, Treasurer
DR. JENN PEÑA, Secretary
CHRISTINE MYA-SAN
AMER CHILD
MARY ELLEN DANNENBERG

***Denotes potential action items for the Board**

NOTE: Agenda items can be added to the agenda for discussion, but they are not actionable. The Governance Board attempts to follow the order of items as listed, however, the order of specific items may vary from the printed agenda.

AGENDA

A. WELCOME AND CALL TO ORDER President @ 6:35PM

B. ROLL CALL of Board Members AND Welcome Staff and Guests Dr. Jenn Peña

- a. Kathy McClendon, President
- b. Dr. Susan McConnell, Vice President
- c. Lee Baldwin, Treasurer
- d. Dr. Jenn Peña, Secretary
- e. Amer Child
- f. Mary Ellen Dannenberg
- g. Christine Mya-San Absent
- h. Guest: Kelly Callahan
- i. Director: Jordan Franco
- j. Director: Michele Platis

C. C. *ADOPTION OF THE AGENDA: President

- a. Motion by Jenn Peña, seconded by Lee Baldwin
- b. Unanimously approved

D. PLEDGE OF ALLEGIANCE & SALUTE TO THE NEW MEXICO FLAG: All Invited

E. *APPROVAL OF MINUTES FROM APRIL 5, 2022: Governing Board

- a. Motion by Lee Baldwin, seconded by Amer Child

F. STUDENT PRESENTATION (When Available): RioGAFA

- a. Future meetings- opportunity for students to present

The following format is not indicative that each thing is up for discussion, but a framework in which to fit the Board's business for meeting purposes.

G. OPERATIONS: Jordan Franco

- a. Property/Site - 80% painted. Asking Connie for the project list to see how the landlord is moving forward. Walls painted, floors not cleaned, landscape not started. Jordan will keep closer watch on this.
- b. Electronics - submitting quotes to CSD to ensure they are allowable expenses through CSP. So far, everything is allowable.
- c. Construction/Repairs - Jordan is checking in regularly. Two banners have been ordered to provide visibility.
- d. Staffing - no hiring yet, due to low enrollment numbers

H. INSTRUCTIONAL: Michele Platis

- a. Curriculum - purchasing through CSP Grant- Open Up Resources- working on scope and sequence and curriculum maps
- b. Schedule - solidified- 8/8/2022- 6/1/2023
- c. Professional Development/Training 7/25/22- 8/5/22, 6/2/23, plus a few days in the middle
- d. Teacher- one person has a letter of intent to hire, Jacqueline Peña. We have another we plan to offer a letter to
- e. Students - student recruitment (Jordan)-
 - i. Lottery pulled, 110 families, only 40 enrolled initially
 - ii. Many families did not enroll because of distance (they thought closer to Cottonwood Mall)
 - iii. Re-evaluated their recruitment, took on a more personal approach
 - 1. Attended local events, such as South Valley Pride Day, South Valley Farmers Market (weekly), looking into Los Ranchos Farmers Market
 - iv. Now have 54 students enrolled
 - v. Recruitment is the priority- only hiring teachers as allowed by enrollment

I. FINANCIALS

- a. Finance Committee: Lee Baldwin
- b. *Approve March and April Financial Reports: Governing Board
 - i. Motion to approve the financials by Amer Child, seconded by Lee Baldwin
 - ii. Passed unanimously
 - iii. Approval of checks and expenditures
 - 1. Motion to approve by Jenn Peña, seconded by Amer Child
 - 2. Passed unanimously
- c. *FAEA (Fine Arts Education Act): Director Platis
 - i. Request for Application
 - ii. Funds for fine arts, K-6th grades
 - iii. Streamlined application process, want to be sure funds are being used for arts
 - iv. 3% must go toward professional development
 - v. Will pay for teachers (since it is arts integrated), as well as local artists in the artistry block

J. GOVERNANCE

- a. *Monthly Meeting Day Beginning July (i.e., 2nd or 3rd Thursday): Governing Board

- a. Motion to consider changing the meeting day by Lee Baldwin, seconded by Amer Child
- b. Changing the date of the governing board meeting is important to make sure the business manager is able to get the current report to the board prior to the meeting.
- c. Discussion to move meetings to the 3rd Tuesday of the month, beginning in July. This will be voted on at the June meeting.
- d. In May, we will have a special meeting to approve the budget.
- e. Lee Baldwin withdrew the motion to change the meeting date today. Will revisit next month.
- b. ***PEC Contract Approval: Governing Board**
 - a. Motion to approve the contract between the NM PEC and RioGAFA by Dr. Susan McConnell, seconded by Lee Baldwin.
 - b. Detailed review of mission specific goals/performance framework.
 - c. Move to amend the motion to approve the PEC contract, with the recommendation to remove the stricken sections by Dr. Susan McConnell. Seconded by Amer Child.
 - d. Roll Call Vote:
 - i. Kathy McClendon- yes
 - ii. Dr. Susan McConnell- yes
 - iii. Lee Baldwin- yes
 - iv. Dr. Jenn Peña- yes
 - v. Amer Child- yes
 - vi. Mary Ellen Dannenberg- yes
 - e. Motion carries unanimously
- c. ***Section 218 Agreement: Director Franco**
 - a. Motion to approve Section 218 agreement by Lee Baldwin, seconded by Kathy McClendon.
 - b. Discussion regarding whether to offer Section 218 Agreement SSA benefits to employees
 - c. Motion passes unanimously
- d. ***Letter of Concern regarding CSP process: Governing Board**
 - a. Motion to consider sending a letter to PED regarding the CSP Process and concerns about the process by Dr. Jenn Peña, seconded by Amer Child.
 - b. Discussion of concerns regarding delays with CSP.
 - c. Amended motion to send a letter to PED regarding the concerns, as discussed, with copies send to appropriate members of the Public Education Department and other government agencies.
 - i. Motion passes unanimously
- e. ***Policies Governance Committee**
 - i. POLICY: Background Check (updated)
 - ii. POLICY: Volunteers (updated)
 - iii. Already approved, no further action needed

K. *CONSENT AGENDA ITEMS (Action): Governing Board

Note: Policies can be seen in the shared Board Meeting folder

- a. Motion to approve amended consent agenda policies by Lee Baldwin, seconded by Amer Child
- b. Motion approved unanimously

- c. POLICY: Background Check (updated)
- d. POLICY: Volunteers (updated)
- e. POLICY: Evaluation of Director/s Timeline (updated)
- f. POLICY: Conflict of Interest (updated)
- g. POLICY: Enrollment Policy (updated)
- h. POLICY: Hiring of Director/s (updated)
- i. POLICY: Evaluation of Director/s (updated)
- j. POLICY: Student/Guardian Complaint (updated)
- k. POLICY: Employee Complaint(updated)
- l. POLICY: Governing Board By-Laws (updated)
- m. POLICY: Lottery Policy (updated)
- n. POLICY: Anti-Nepotism (updated)
- o. POLICY: SAT Student Assistance Team (updated)
- p. POLICY: Alcohol, Tobacco, and Drug Free (updated)
- q. POLICY: Anti-Bullying (updated)
- r. POLICY: Bilingual Biliteracy(updated)
- s. POLICY: Code of Ethics(updated)
- t. POLICY: Distance/Remote Learning (updated)
- u. POLICY: English Language Learners Program (updated)
- v. POLICY: Grade Change (updated)
- w. POLICY: Gun Free Schools (updated)
- x. POLICY: Student Immunization (updated)
- y. POLICY: Internal Controls (updated)
- z. POLICY: Medical Cannabis (updated)
- aa. POLICY: Parental Notification (updated)
- bb. POLICY: SIS Security(updated)
- cc. POLICY: Staff Discipline (updated)
- dd. POLICY: Students' Rights and Responsibilities(updated)
- ee. POLICY: Use of Pesticides (updated)
- ff. POLICY: Ethical Code of Conduct to Disseminate to Employees (updated)

L. FOUNDATION: Foundation Representative

- a. Foundation Report - no report

M. DIRECTOR/S COMMENTS: Directors

- a. Zoom meeting for next CSP disbursement
- b. Opportunities for Board Members to help promote enrollment

N. GOVERNING BOARD COMMENTS: Governing Board

O. ADJOURNMENT President @8:33PM

New Mexico Public Education Commission



New Mexico Public Education Commission Charter Performance Review and Accountability System

Rio Grande Academy of Fine Arts
2022-2027

Approved by the Public Education Commission: April 8, 2022

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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 the charter school about the school's performance and sustainability. The Performance Framework consists of three separate, free-standing frameworks. Performance under these three separate frameworks does not get rolled up into one overall evaluation. No one document necessarily carries more weight than any other.

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

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

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

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

Academic Performance Framework

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

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

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

Description of Academic Framework Indicators and Measures

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

Measure	Description
1.7 Graduation Rate	<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. 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 Rio Grande Academy of Fine Arts

Goal #1:

All students enrolled on both the 40th and 120th day at Rio Grande Academy of Fine Arts (RioGAFA) will be given opportunities to demonstrate understanding of core academic subjects through a carefully designed arts integration curriculum. Teachers will administer arts integrated lessons and assessments throughout the year (based on grade-level standards) in which students will "construct and demonstrate understanding" (Kennedy Center arts integration definition) through art projects, presentations, performances, etc.

Rating	Percentage Measurement	Point Assigned
Exceeds Standards	<i>90% to 100% of students will earn a minimum of "3" (meets standard) on the school's rubric on at least two arts-integrated assessments for demonstrated understanding in core academic subjects and in the selected art form.</i>	100

Meets Standards	<i>80%-89% of students will earn a minimum of “3” (meets standard) on the school’s rubric on at least two arts-integrated assessments for demonstrated understanding in core academic subjects and in the selected art form.</i>	75
Does Not Meet Standards	<i>70%-79% of students will earn a minimum of “3” (meets standard) on the school’s rubric on at least two arts-integrated assessments for demonstrated understanding in core academic subjects and in the selected art form.</i>	25
Falls Far Below Standards	<i>69% or fewer of students will earn a minimum of “3” (meets standard) on the school’s rubric on at least two arts-integrated assessments for demonstrated understanding in core academic subjects and in the selected art form.</i>	0

Goal #2:

All students enrolled on both the 40th and 120th day at Rio Grande Academy of Fine Arts (RioGAFA) will work with arts experts/mentors throughout the school year to prepare for, and participate in, at least one or two arts events (1 for K-5 and 2 for 6-12) by the end of the school year. RioGAFA has scheduled one arts-related day per quarter. On arts days, students will display artwork and/or perform (dance, film, music, and/or theatrical) for one another, families, and the community.

Rating	Percentage Measurement	Points Assigned
Exceeds Standards	<i>86% to 100% of students will work with an art expert/mentor to prepare for, and to participate in, one (1) arts event for K-5 and two (2) arts events for 6-12 by the end of the school year.</i>	100
Meets Standards	<i>80%-85% of students will work with an art expert/mentor to prepare for, and to participate, in one (1) arts event for K-5 and two (2) arts events for 6-12 by the end of the school year.</i>	75
Does Not Meet Standards	<i>70%-79% of students will work with an art expert/mentor to prepare for, and to participate in, one (1) arts event for K-5 and two (2) arts events for 6-12 by the end of the school year.</i>	25
Falls Far Below Standards	<i>69% or fewer students will work with an art expert/mentor to prepare for, and to participate in, one (1) arts event for K-5 and two (2) arts events for 6-12 by the end of the school year.</i>	0

The school shall be scored using the elementary scoring weight until there is a high school graduating class. Once there is a high school graduating class, the high school weight will be used.

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", 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.
Charter Performance Review and Accountability System, Approved by the PEC 4.8.22

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 <i>6.10.3D NMAC</i> 	
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>) • 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 <i>NMSA 22.10A-9.</i> 	
<p>3.e. Is the school completing required background checks and reporting ethical violations?</p>	<ul style="list-style-type: none"> • <i>The school maintains legally compliant background checks in all staff files including evidence of background checks for substitutes, all contracted service providers, and anyone with unsupervised access to students. (NMSA 22-10A-5)</i> • <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. (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 NMAC 6.29.1.9(O)</i>) ● The school submits school wellness and safety plans, and all required revisions, in accordance with deadlines to the PED. (<i>NMAC 6.12.6.8</i>) ● The school has evidence that it complies with 24-5-2 NMSA 1978 and provides satisfactory evidence of immunization, is active in the immunization process, or properly exempted from immunization. ● The school demonstrates compliance with all facility corrective requirements from the most recent inspection from any other state entity. 	
4.d. Is the school handling information appropriately?	<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.
Charter Performance Review and Accountability System, Approved by the PEC 4.8.22

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 the 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.

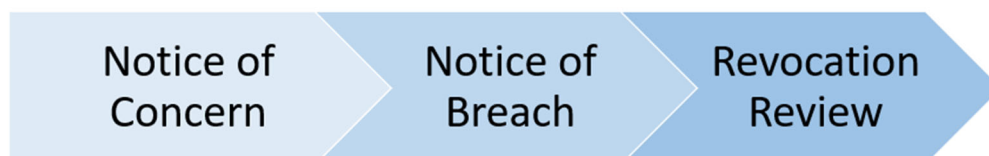
The PEC approves and publishes Annual Performance Reports for schools.

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

Schools 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. ● for a charter school located on tribal land, failed to comply 	<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.

	with ongoing consultations pursuant to the Indian Education Act.	
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Rio Grande Academy of Fine Arts

Appendix 1

Partner Agreement

No documents

Rio Grande Academy of Fine Arts

Appendix 2

Foundation Agreement

Document being drafted

Rio Grande Academy of Fine Arts

Appendix 3

Foundation Conflicts of Interest

Documents being drafted

Rio Grande Academy of Fine Arts

Appendix 4

Bylaws

RIO GRANDE ACADEMY OF FINE ARTS

GOVERNING BOARD POLICY

RIOGAFA GOVERNING BOARD POLICIES, PROCEDURES AND BYLAWS

I. NUMBER OF GOVERNING BOARD MEMBERS

The Governing Board will be established with no less than seven (7) and no more than fifteen (15) members; each position shall be assigned a number.

II. GOVERNING BOARD MEMBERSHIP

A. Procedure for Electing Directors

- 1. Election of Board Members.** Board members shall be elected by a majority vote of the existing council and selected from the nominations. The nomination process is described in paragraph A.4., below. Election for new members shall be at the Annual Meeting for that year, or at a Regular meeting designated for that purpose, or at a special meeting called for that purpose.
- 2. Term of Board Members.** The terms of the Governing Board members shall be for three years. No Governing Board member shall serve more than two consecutive terms.
- 3. Nomination of Board Members.** The Governing Board members shall be nominated as follows:
 - a. Nominees Board Members.** The Governance Committee (See, Section VI. A below) shall recommend the board members for the vacant positions. The committee shall obtain nominations by notifying community, business, and/or education leaders of regular elections and/or vacancies on the board along with a description of the responsibilities of serving as a member and the date and time of the Governing Board meeting at which the position will be voted on by the Governing Board (whether new elections or vacancies). Interested individuals will be asked to submit their name and qualifications and reasons for wanting to serve on the Governing Council or to submit the names of other individuals who they believe would be an asset to the Governing Board. The Governance Committee will contact these candidates to schedule a school tour, initial interview, formal interview, and Governing Board meeting participation. Nominations shall be given to the secretary of the Governing Board, by no later than ten (10) working days before the date of the regular board meeting at which the vote of the Governing Board shall be made to offer formal membership. If offered, the new board member shall participate in an orientation from the Board President to include but not limited to the following:
 - Overview of the mission and vision of RioGAFA.

- Overview of the roles and responsibilities for Governing Board members, officers, and committees.
- Review of the Governing Board Bylaws.
- Review of the Open Meetings Act.
- Overview of the school finance laws and regulations.

After completion and declaration of willingness to serve by Board prospect(s), the board member will be appointed.

- 4. Compensation.** Governing Board members will not receive compensation for their services; however, members may be compensated for reasonable expenses in accordance with the New Mexico Mileage and Per Diem Act.
- 5. Resignations and Removal.** Any member may resign at any time by giving written notice to the president or to the secretary, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any member may be removed by a majority vote of the Governing Board whenever such removal is in the best interests of the school. Grounds for removal will include without limitation the following acts or omissions:
 - Violation of the Conflict of Interest Policy.
 - Violation of *Governing Board Commitment Agreement*
 - Failure to attend 3 scheduled meetings during the school year (July 1 – June 30) of the Governing Board, except when such absence is due to exigent circumstances.
 - Violation of the member's *duty* of loyalty.
 - Violation of the Governing Board's Code of Ethics; or
 - Any other grounds the Governing Board deems appropriate.
- 6. Vacancies.** A vacancy on the Governing Board shall be filled by the Governing Council after the nomination process described in paragraph 3 above has been completed. Once the vacancy is filled, the term shall only be for the unexpired portion of the term of the member being replaced.
- 7. Attendance.** Members of the Governing Board are required to attend all scheduled meetings of the Governing Board unless exigent circumstances arise. If a council member cannot be physically present at a meeting for unavoidable conflict, he/she may make arrangements to appear by telephone or via video conference platform in accordance with the provisions of the Open Meetings Act and the RioGAFA annual OMA resolution. A member of the Governing Board who will be unable to attend a Governing Board meeting will notify the president of the Governing Board prior to the meeting and if he/she intends to appear by telephone or video conference platform, and the board member shall make arrangements with the Director(s) or his/her designee. Notice may be made by e-mail as long as it is made four hours in advance of the meeting. If the president cannot attend the meeting, he/she must notify the vice-president and forward all information regarding the upcoming meeting to him/her, including notices of non-appearances by other board members.

III. POWERS AND AUTHORITY OF THE GOVERNING BOARD

A. Authority of the Governing Board

- a. General.** The Governing Board is the governing body of the charter

school and is responsible for ensuring the fair and uniform application of all federal, state and local laws in the operation of the school as well as the school's charter and policies. The school will be operated for the educational benefit of its students. The Governing Board is the policy-making body for RioGAFA. The RioGAFA Governing Board will exercise leadership primarily through the formulation and adoption of policies.

- b. Delegation to the Director(s).** The Governing Council shall concern itself primarily with broad questions of policy and with the appraisal of results rather than with administrative detail. The application of policies is an administrative task to be performed by the Director(s) and designated staff, and they shall be held responsible for the effective implementation of Governing Board policies. The Director(s) shall be held responsible for keeping the Governing Board informed of all matters within its purview so that the Governing Board can fulfill the above-described functions of a governing body. The Director(s) will have primary responsibility for all aspects of the school's operations and programs, including the day-to-day management and implementation of the school's charter and Governing Board policies. The teachers and staff of RioGAFA will report to the Director(s).
- c. Individual Member's Authority.** A member of the Governing Board is a public Officer but has no power or authority individually. The charter vests power in the Governing Board, and not in the members, either individually or otherwise and these powers must be exercised by the Governing Board at a public meeting in regular or special called meetings, with action duly recorded in its minutes.
- d. Binding Authority.** The Governing Board shall not be bound in any way by any action or statement on the part of any individual governing board member except when such a statement or action is in pursuance of specific instructions from the Governing Board. Any such exception shall be recorded as an action item of the Governing Board and recorded in the minutes.
- e. Advanced Notice.** The Governing Board recognizes the importance of timely communication among its members and between the Governing Board and the Director(s). The Director(s) or his/her designee will strive to ensure that the Governing Board is given prior notice of matters submitted by members for deliberation at meetings.

B. Powers of the Governing Board

The powers and duties of the Governing Board prescribed by RioGAFA and the New Mexico Public School Code and all applicable laws and regulations. Complete and final control of all matters pertaining to the school's educational system shall be vested in the Governing Board. The Governing Board of RioGAFA shall have the following powers and duties:

- 1.** Those powers as set forth in the RioGAFA charter that are not inconsistent with federal or state laws or constitutions, or as otherwise set forth in the Charter Schools Act, NMSA 1978 §§22-8B-1, *et seq.*
- 2.** Employ the Director(s) of RioGAFA;
- 3.** Delegate administrative and supervisory functions of the Director(s) when

appropriate;

4. Approval of the annual budget of anticipated income and expenditures and direct the preparation of the annual financial audit report.
5. Have the capacity to sue or be sued;
6. Accept or reject any charitable gift, grant, devise or bequest not otherwise contrary to law or the terms of the charter.
7. Contract for provision of financial management, food services, education related services or other services.
8. Attendance of at least 75% of Board meetings, committee meetings, and special events.
9. Actively participate in one or more fundraising events.
10. Work in good faith with staff and other Board members as partners toward the RioGAFA mission and goals.
11. Actively participate in at least one committee of the Governing Board.
12. Provide consulting and advice in areas of expertise.
13. Attend annual Board training(s), development, and planning events.
14. Participate in annual Board member review process.
15. The Board shall have power to amend the Bylaws at any Regular or Special Meeting with written submission of proposed amendment being within ten (10) days' notice.

C. Board Qualifications

a. Professional Qualifications

- A strong commitment to the RioGAFA mission and vision.
- The time and employer support necessary to fulfill all duties of the office, including consistent meeting and conference attendance.
- The ability to work effectively as a team member.
- Willingness to promote RioGAFA at professional meetings and conferences.
- Compliance with the Board's Conflict of Interest policy.

b. Person Characteristics

- Enthusiasm
- Integrity
- Flexibility
- Leadership
- A desire to work on behalf of students to provide a safe and effective learning environment.

IV. GOVERNING BOARD OFFICERS

A. Officers

The officers of the school shall be President, Vice President, Treasurer, and Secretary. The school may, at the discretion of the council provide for different categories of Officers, including, without limitation, one or more assistant treasurers and/or assistant secretaries. 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 or these Bylaws, be performed by the next

officer set forth in the following sequence: President, Vice President, Treasurer and Secretary.

B. Appointment and Tenure

All Officers shall be elected each year by the council at its annual meeting for terms of one (1) year or until their successors have been duly elected and qualified, or until their death, resignation or removal. Officers' terms shall commence immediately following the annual meeting of the council.

C. Resignations and Removal

Any officer may resign at any time by giving written notice to the president or to the secretary, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed by the board whenever in its judgment he/she fails to perform the duty of office or such other duties as appointed by the board and the best interests of the school would be served thereby.

D. Vacancies

A vacancy in any office may be filled by the board for the unexpired portion of the term of the officer being replaced.

E. President

The president of the Governing Board shall preside at all meetings and shall appoint committees with approval of the Governing Board. He/She shall have the right, as other members of the Governing Board, to make or second motions, to discuss questions, and to vote. The president of the Governing Board may not act for or on behalf of the Governing Board without prior specific authority from a majority of the Governing Board 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 Governing Board. The president shall sign legal documents as required by law and perform such other duties as may be prescribed by the Governing Board. It is the president's responsibility to ensure that Governing Board members uphold their commitments/responsibilities to the school. The president will compile in collaboration with the head administrator the topics for business to be placed on the agenda. Any member of the Governing Board may offer items to be heard or discussed at any meeting of the council.

F. Vice President

The vice-president 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 vice-president will act in the capacity of the president until the office has been filled by a vote of the council membership.

G. Treasurer

The treasurer shall be familiar with the fiscal affairs of the school and keep the board 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 chairperson of the School Finance Committee. He/She shall attend the PED Spring Budget Workshop and/or any other financial regulatory training recommended by the head administrator or the business manager.

H. Secretary

The secretary shall keep the minutes of the Governing Board meetings, subject to the direction of the President, assure that all notices are given in accordance with the provisions of the charter, Governing Board policies and as required by law; shall countersign, when required, all authorized bonds, 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 Governing Board. 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 Governing Board's review. The board secretary will review the minutes prior to presentation to the Governing Board for approval. The secretary shall be responsible for presenting the minutes to the board at meetings.

I. 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.

J. Directors and Officers Insurance

The Governing Board may secure officers and directors insurance in excess of the coverage provided by the NM Public School Insurance Authority upon appropriate approval of the Governing Board and if provided for in the charter school's approved budget.

K. Delegation

The Governing Board may delegate temporarily the powers and duties of any officer, in case of such officer's absence or for any other reason, to any other officer, and may authorize the delegation by any officer of any of such officer's powers and duties to any agent or employee subject to the general supervision of such officer.

V. STANDING COMMITTEES OF THE GOVERNING BOARD

The Governing Board will have the authority to form the following committees based on the needs of the School.

A. Proposed Committees

- 1. Academic Committee.** Director(s) will be instrumental in developing a committee to deal with educational reporting and oversight. The purpose of this committee shall be to ensure that the educational programs of the

school are accomplishing the goals of the charter, its curriculum and meeting state standards as required by law. At least two board members will be required to be a part of this committee and will report updates to the Governing Board during monthly meetings.

2. **Finance Committee.** The School's Finance Committee has a vital role in keeping the Governing Board apprised of the school's business affairs and financial condition.
 - a. **Appointments and Composition.** The members of the finance committee shall be the treasurer of the Governing Board who shall serve as the chair, the School Business Manager, and at least one other member who is a non-School employee and disinterested party selected by the treasurer and business manager and approved by the council.
 - b. **Responsibilities**
 - Prepare and maintain the annual budget for the charter school in collaboration with the Director(s).
 - Also, in collaboration with the Director(s), develop and annually revise a long-term financial forecast.
 - Review all grant proposals and when necessary, make recommendations to the board.
 - Review all Budget Adjustment Requests (BAR) and present with recommendations to the Governing Board, as necessary.
 - Represent the school throughout all phases of the annual audit.
 - Review business manager's required reports and make recommendations to the Governing Board regarding the reports, as necessary.
3. **Governance Committee.** The Governance Committee is commissioned by and responsible to the Governing Board to assume the primary responsibility for matters pertaining to Governing Board recruitment, nominations, orientation, training, and evaluation in accordance with the Governing Board policies and bylaws as well as established policies and practices approved by the Governing Board.
4. **Facilities Committee.** The facilities committee will be tasked with assisting the acquisition of a facility and maintaining that all facilities are up to the standards of the Public School Facilities Authority (PSFA) requirements. The Facilities Committee will work with the school Director(s) to ensure that new facilities or renovated facilities are built according to the previously stated requirements.
5. **Audit Committee.** The audit committee is to consist of 2 governing council members, 1 volunteer member who is a parent of a student attending the school; and 1 volunteer member who has experience in accounting/financial matters. The Head Administrator and school business manager are ex-officio members of the committee.
 - a. **Responsibilities**
 - Attend the entrance and exit conference for the annual and any special audits.
 - Meet with the external financial auditors at least monthly after field

work begins until the conclusion of the audit.

- Be accessible to the external financial auditors as requested to facilitate communication with the Governing Council and the Head Administrator.

6. Committee Selection and Membership.

- a. Election and Term.** Selection of Board officers to serve on committees will be an annual occurrence. This will happen during the first board meeting after the end of each school year. There will be a presentation for each committee and the board will take nominations/volunteers for each.
- b. Meetings.** Committees may meet at such times and for such purposes as they shall from time to time determine. Provisions for notice and procedures applicable to meetings of the Governing Board's committees shall be as prescribed by the Governing Board and shall comply with the Open Meetings Act if the committee membership is more than a quorum of the whole Board and the purpose of such meeting is to set policy affecting the school.
- c. Resignations and Removal.** Any member of a committee may, at any time, resign by giving written notice to the President or the secretary and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any member of a committee may be removed by the Governing Board whenever in its judgment the best interests of the School would be served thereby.
- d. Compensation.** Members of the committees shall not receive any compensation for their services; however, they may be compensated for reasonable expenses in accordance with the New Mexico Mileage and Per Diem Act.
- e. Ad Hoc Committees.** The Governing Board has the authority to create *ad hoc* committees as deemed necessary. The policies and procedures that govern *ad hoc* committees will be determined as specified by the Governing Board action creating and approving the existence of any such committee.

VI. MEETINGS OF THE GOVERNING COUNCIL

All meetings of the School Governing Board shall be held in accordance with the New Mexico Open Meetings Act, NMSA 1978 §§10-15-1, *et seq.*

A. Meetings

The Governing Board shall pass a resolution annually describing what notice of a public meeting is reasonable when applied to the RioGAFA Governing Board. The resolution shall describe appropriate notice and methods for posting agendas for regular, special, and emergency meetings of the Governing Board.

B. Special Meetings

Special meetings of the Governing Board may be called at the direction of the Governing Board. Such meetings to be held at such time and place consistent with the Governing Board's annual resolution for conducting its public meetings.

C. Attendance via Telephone Conference Call or Video Conference Platform

Except to the extent otherwise provided by law, a meeting of the Governing Board may be attended by any of the council members by telephone (or similar communications equipment) or by a video conference platform, when it is otherwise difficult or impossible for the member(s) to attend the meeting in person, provided that each member participating by conference telephone or video conference 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 Governing Board who speaks during the meeting. Such attendance shall constitute presence by the Governing Board member as if in person at such meeting and for purposes of determining a quorum. Any action taken by the Governing Board at such a meeting shall constitute a valid action of the Governing Board.

D. Notice

The Governing Board shall provide notice and post agendas in accordance with the New Mexico Open Meetings Act. Reasonable notice of the Governing Board shall include broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have provided a written requirement for such notice. Notice of meetings and the availability of meeting agendas shall be consistent with the Governing Board annual resolution. Except in cases of emergency the Governing Board shall only act on matters identified on the agenda.

E. Emergency

An emergency meeting or agenda item is one necessitated by unforeseen circumstances that if not addressed immediately by the Governing Board, will likely result in injury or damage to persons or property or substantial financial loss to the public body.

F. Minutes

The Governing Board shall keep written minutes of all its meetings. The minutes shall include a minimum the date, time and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken that show how each member voted. All minutes are open for public inspection. Draft minutes shall be prepared within ten working days after the meeting and shall be approved, amended or disapproved at the next meeting where a quorum is present. Minutes shall not become official until approved by the Governing Board.

G. Public Comment

Public will be allowed to make public comment according to the Open Meetings Act and as specified in the agenda.

H. Rules of Order

- a. Robert's Rules of Order will be used to govern the conduct of Board meetings

VII. CONFIDENTIAL MATTERS OF THE GOVERNING BOARD

The Governing Board recognizes that confidential information will be brought to the attention of individual governing council members and/or the Governing Board as a whole pertaining to, but not limited to, the following:

- matters relating to the employment or dismissal of, or charges against, specific School personnel;
- matters relating to litigation or proposed litigation in which the Governing Board is or may become a party, or attorney-client communications;
- consideration of the acceptance of gifts, bequests, or donations where confidentiality has been requested by the donor;
- consideration of wages and benefits for the Director(s);
- consideration of suspension, expulsion, or disciplinary action in connection with a student;
- matters relating to the security of students, personnel, visitors, and/or school property; and
- such matters that may arise and qualify as being confidential by law.

The Governing Board further recognizes that public disclosure of such information may result in injury to individual or potential harm and possible liability to RioGAFA and that the Governing Board members who must respect confidentiality of information that is privileged under applicable law. It is the policy of the Governing Board that board members shall discuss or disclose confidential information only in connection with legitimate school business and only with individuals with a legitimate right to know.

VIII. MANNER OF ACTION

A. Quorum

A majority of the seated board members, whether personally present or appearing telephonically or via video conference platform shall constitute a quorum for the transaction of business at any meeting of the Governing Board.

B. Manner of Acting

No action of the Governing Board shall be valid unless taken at a meeting at which a quorum as defined herein is present and which has been properly noticed pursuant to the New Mexico Open Meeting Act. NMSA (1978) §§10-15-1 *et seq.*

IX. CONFLICTS OF INTEREST AND CODE OF ETHICS

A. General Statement

It shall be the duty of each Governing Board member to voluntarily excuse him/herself from discussions of confidential information and abstain from voting on matters in which the Governing Board member has a personal or financial interest, including an interest by a member of the Governing Board's immediate family, or where the Governing Board's participation will or may compromise the confidential nature of the discussion. Failure to voluntarily remove him/her from such conflicts of interest may result in a vote to remove the member from the Governing Board.

B. Disclosure

Each council member agrees to complete and sign a Disclosure of Conflicts of

Interest statement prior to accepting his/her position on the council. In addition to this statement, council members shall annually update the disclosure statement and shall otherwise immediately notify the president of the council when he or she becomes aware that an actual or potential conflict may exist.

C. Conflict of Interest Policy

Each council member agrees to abide by the School Conflict of Interest Policy adopted by the Governing Board.

D. Code of Ethics

Each council member agrees to abide by the School Code of Ethics adopted by the Governing Board.

X. MISCELLANEOUS

A. Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the school shall be signed by such officer or officers, agent or agents of the school as designated by the Governing Board.

B. Books and Records

The Governing Board shall keep accurate and complete books and records of the actions of the Governing Board, which records shall be open to inspection by the members of the Governing Board at any time, or members of the public pursuant to the Inspection of Public Records Act, NMSA 1978 14-2-1 *et seq.*

C. Financial Matters

The Governing Board shall approve all contracts, except for employee contracts other than the Director(s) and for purchases over the limit of the New Mexico Procurement Code; which shall be by the authority of the Director(s). The contract limit can be modified by resolution.

D. Council Training

Pursuant to 6.80.5.9 NMAC

1. **New Governing Council Members.** Within the first fiscal year of service, each new governing body member shall complete a governing body training course that consists of, at a minimum, 10 hours of governing body training. The PED Charter School Division shall provide seven (7) hours of required introductory governing body training. The new governing body training shall include:
 - **(1)** two hours of training on public official/charter school governing body ethics and responsibilities
 - **(2)** two hours of training on charter school fiscal requirements
 - **(3)** one hour of training on understanding and evaluating academic data
 - **(4)** one hour of training on open government, legal, and organizational performance requirements

- **(5)** one hour of training on equity and culturally and linguistically responsive practices
 - **(6)** three hours of additional hours of training in any of the above areas identified by the individual Governing Councils and their members. This training may be administered by any approved governing body training provider.
2. Unless exempted from specific hourly training requirements as described below, each governing body member continuing to serve on a governing body beyond the end of their first fiscal year shall annually complete a governing body training course that consists of, at a minimum, eight hours. The continuing governing body training shall include:
 - **(1)** one hour of training on public official/charter school governing body ethics and responsibilities;
 - **(3)** three hours of training on charter school fiscal requirements;
 - **(2)** two hours of training on understanding and evaluating academic data;
 - **(1)** one hour of training on open government, legal, and organizational performance requirements; and
 - **(1)** one hour of training on equity and culturally and linguistically responsive practices.
 3. Governing body members who have served on a governing body beyond the end of their first fiscal year of their service may be exempted from specific hourly training requirements based on the school's fiscal performance.
 - For any school that has received an unmodified annual audit in each of the past three years with no material weaknesses, no multi-year repeat findings, no significant deficiencies, and that has received no more than two compliance findings in the current year, the school's governing body member shall be exempted from one of the two hours of required training relating to charter school fiscal requirements.
 - The department shall annually identify the schools that are eligible, under the criteria established above, to claim an exemption for their governing body members.
 4. The mandatory governing body training course shall be completed in one or multiple sessions during the fiscal year.
 5. The mandatory governing body training course may not consist of any of the same governing body training that was completed by the governing body member in any of the prior years of the same contract term as long as additional governing body training is available.
 6. Annually, the governing body training in each of the areas identified above shall be related to specific areas of growth within each area for individual governing bodies or governing body members based on the annual governing body evaluation.

XI. PARENTAL, COMMUNITY AND PROFESSIONAL EDUCATOR INVOLVEMENT WITH THE GOVERNING COUNCIL OF SCHOOL

- A. Parental:** Every effort will be made to make parents and/or guardians partner in their children's education. Such efforts will include:
- Encouraging parents to serve as school volunteers.
 - Promoting and strengthening parental responsibility and involvement
 - Encouraging parents to serve on the Governing Board and other school-based committees.
 - Recognizing the importance of the community's historic, ethnic, linguistic, and/or cultural resources in generating interest in family involvement.
 - Scheduling programs and activities in a flexible manner to reach a diverse group of families.

RioGAFA will make every effort to communicate with parents and families. Family members will acquire news and information relevant to parenting through a variety of methods that may include hands-on materials, e-mail and Internet access. An open invitation to participate in school affairs will be actively communicated and widely distributed.

- B. Professional Educator Involvement:** Educators will be encouraged to participate in the governance of School and to participate on Governing Board Committees. RioGAFA's Director(s) will keep an "open door" policy for the staff to provide input into the school's governance.

C.

XII. NON-LIABILITY AND INDEMNIFICATION

- A.** Members of the Board shall not be personally liable for any obligations of RioGAFA, or for any duties or obligations arising out of any acts or conduct of a Board Member performed for or on behalf of RioGAFA.

B.

XIII. NEPOTISM

- A.** RioGAFA will not employ in any capacity a person who is a Board member, the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, sibling, or sibling-in-law of any Board member or the head administrator. The Board may waive the nepotism rule for family members of the Head Administrator by resolution.

(approved October 5, 2021)

Rio Grande Academy of Fine Arts

Appendix 5

Board of Finance

BEFORE THE PUBLIC EDUCATION COMMISSION

STATE OF NEW MEXICO

TRANSCRIPT OF PROCEEDINGS

OPEN PUBLIC MEETING

September 24, 2021

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.: 5658N (CC)

<p style="text-align: right;">10</p> <p>1 lot of confidence in that.</p> <p>2 But in seeing what they were doing in Taos</p> <p>3 Academy, she really did kind of open my mind to a</p> <p>4 lot of different ways it can be super effective.</p> <p>5 Their campus is amazing. Their staff -- I was just</p> <p>6 so impressed with that school. So it's no wonder</p> <p>7 that it gets the accolades that it does.</p> <p>8 And I'm just very grateful. And I just</p> <p>9 wanted -- you know, to me visiting the schools is</p> <p>10 the absolute best part of this work and being around</p> <p>11 kids and everything. So just want to do a shout-out</p> <p>12 to Ms. Filiss, completely support of course the</p> <p>13 expansion, and they've just done an amazing job up</p> <p>14 there.</p> <p>15 THE CHAIR: Yeah. It looks like -- sorry,</p> <p>16 I thought you were done. Sorry.</p> <p>17 COMMISSIONER CARRILLO: Yeah.</p> <p>18 THE CHAIR: It looks like an exciting</p> <p>19 expansion when we looked at the plans. We were</p> <p>20 fortunate to have them let us hold a meeting up</p> <p>21 there when we were doing community input hearings.</p> <p>22 So we got a tour of the campus and -- yeah, they are</p> <p>23 one of the best examples of how you can do it in a</p> <p>24 hybrid manner very successfully. So thanks for</p> <p>25 that.</p>	<p style="text-align: right;">12</p> <p>1 THE CHAIR: Okay. Thank you. We are on</p> <p>2 to Item No. 5, Discussion and Possible Action on the</p> <p>3 Rio Grande Academy of Fine Arts Board of Finance</p> <p>4 Application.</p> <p>5 And as was actually spoken about</p> <p>6 yesterday, when we're looking at the charter school</p> <p>7 program's funding, the school needs to have a Board</p> <p>8 of Finance in order to be able to start accepting</p> <p>9 those funds and be able to hopefully successfully</p> <p>10 carry out their implementation year, or whatever we</p> <p>11 want to call it, going forward.</p> <p>12 So this is actually remarkably early for</p> <p>13 schools. I'm glad they were able to get this</p> <p>14 together so quickly. So it's nice to see that</p> <p>15 they're moving forward so quickly. So</p> <p>16 congratulations to them on that.</p> <p>17 So -- oh, Commissioner -- Director.</p> <p>18 DIRECTOR CORINA CHAVEZ: Chair Gipson,</p> <p>19 members of the Public Education Commission, good</p> <p>20 morning. And, yes, I agree, this was very quick on</p> <p>21 the part of the school.</p> <p>22 Just after your meeting to approve the</p> <p>23 school, we provided them with the application so</p> <p>24 they could get it in and start to receive the</p> <p>25 federal Charter Schools Program grant, and I was</p>
<p style="text-align: right;">11</p> <p>1 COMMISSIONER CARRILLO: Thank you.</p> <p>2 THE CHAIR: I'm glad that they can do this</p> <p>3 for that community.</p> <p>4 COMMISSIONER CARRILLO: Yeah.</p> <p>5 THE CHAIR: Yeah. Okay.</p> <p>6 So if there's nothing else, Commissioner</p> <p>7 Burt?</p> <p>8 COMMISSIONER BURT: Commissioner Davis.</p> <p>9 COMMISSIONER DAVIS: Yes.</p> <p>10 COMMISSIONER BURT: Commissioner Gipson.</p> <p>11 THE CHAIR: Yes.</p> <p>12 COMMISSIONER BURT: Commissioner Carrillo.</p> <p>13 COMMISSIONER CARRILLO: Yes.</p> <p>14 COMMISSIONER BURT: Commissioner Manis.</p> <p>15 COMMISSIONER MANIS: Yes.</p> <p>16 COMMISSIONER BURT: Commissioner Taylor.</p> <p>17 COMMISSIONER TAYLOR: Yes.</p> <p>18 COMMISSIONER BURT: Commissioner Robbins.</p> <p>19 COMMISSIONER ROBBINS: Yes.</p> <p>20 COMMISSIONER BURT: Commissioner Burt,</p> <p>21 yes.</p> <p>22 Commissioner Voigt.</p> <p>23 COMMISSIONER VOIGT: Yes.</p> <p>24 COMMISSIONER BURT: All right. That</p> <p>25 passes, eight-zero, unanimously.</p>	<p style="text-align: right;">13</p> <p>1 very happy that the school got it in for this month.</p> <p>2 So this is one of the things that</p> <p>3 distinguishes the State charters from the local</p> <p>4 charters. State charters are their own Board of</p> <p>5 Finance. And so you'll see all the paperwork that's</p> <p>6 associated with it. And any time there is a change</p> <p>7 in board membership, they have to submit some</p> <p>8 documents to -- to change the Board of Finance so</p> <p>9 that all the current members of their board are</p> <p>10 listed in the Board of Finance documentation.</p> <p>11 THE CHAIR: Thank you. So I will move</p> <p>12 to -- that the Public Education Commission approve</p> <p>13 the application for Rio Grande Academy of Fine Arts</p> <p>14 Board of Finance.</p> <p>15 COMMISSIONER BURT: Second.</p> <p>16 THE CHAIR: There's a motion by</p> <p>17 Commissioner Gipson, a second by Commissioner Burt.</p> <p>18 If there's no further discussion,</p> <p>19 Commissioner Burt.</p> <p>20 COMMISSIONER BURT: Commissioner Manis.</p> <p>21 (No response.)</p> <p>22 COMMISSIONER BURT: I'll come back.</p> <p>23 Commissioner Voigt.</p> <p>24 COMMISSIONER VOIGT: Yes.</p> <p>25 COMMISSIONER BURT: Commissioner Burt,</p>

<p style="text-align: right;">14</p> <p>1 yes.</p> <p>2 Commissioner Taylor.</p> <p>3 COMMISSIONER TAYLOR: Yes.</p> <p>4 COMMISSIONER BURT: Commissioner Carrillo.</p> <p>5 COMMISSIONER CARRILLO: Yes.</p> <p>6 COMMISSIONER BURT: Commissioner Robbins.</p> <p>7 COMMISSIONER ROBBINS: Yes.</p> <p>8 COMMISSIONER BURT: Commissioner Davis.</p> <p>9 COMMISSIONER DAVIS: Yes.</p> <p>10 COMMISSIONER BURT: Commissioner Gipson.</p> <p>11 THE CHAIR: Yes.</p> <p>12 COMMISSIONER BURT: Commissioner Manis.</p> <p>13 Commissioner Manis is not --</p> <p>14 COMMISSIONER MANIS: Yes.</p> <p>15 COMMISSIONER BURT: All right. Yes. All</p> <p>16 right. Great. So that passes, eight-zero,</p> <p>17 unanimously.</p> <p>18 THE CHAIR: Thank you. And</p> <p>19 congratulations to them once again for getting it in</p> <p>20 so quickly.</p> <p>21 So we are on to Item No. 6, which is</p> <p>22 discussion and possible action on The GREAT Academy.</p> <p>23 And as Commissioners are aware, there's</p> <p>24 been a lot of work that is done. It is a profound</p> <p>25 amount of work that has been done by the Charter</p>	<p style="text-align: right;">16</p> <p>1 all the participants. But I think Sue Fox and Meg</p> <p>2 Meister are both probably online and would need to</p> <p>3 be promoted. I think we're going to -- you were</p> <p>4 going to call on them.</p> <p>5 THE CHAIR: If they wish, yeah. Yeah.</p> <p>6 Sorry.</p> <p>7 MS. JULIA BARNES: No, that's okay. And</p> <p>8 then I wanted to remind Commissioners that, in your</p> <p>9 folder, there are sample motions on these variety of</p> <p>10 topics if you care to take a look at that, under</p> <p>11 the -- my folder to you.</p> <p>12 THE CHAIR: Okay. Hold on.</p> <p>13 Commissioner Robbins?</p> <p>14 You're muted.</p> <p>15 COMMISSIONER ROBBINS: Sorry. Quick</p> <p>16 question. Does The GREAT Academy receive any</p> <p>17 federal funds?</p> <p>18 THE CHAIR: Oh. In terms of --</p> <p>19 COMMISSIONER ROBBINS: In terms of their</p> <p>20 operation.</p> <p>21 THE CHAIR: Any federal monies?</p> <p>22 COMMISSIONER ROBBINS: Any federal monies.</p> <p>23 Are they receiving any federal monies, grants, or</p> <p>24 otherwise?</p> <p>25 THE CHAIR: I would assume so. But the</p>
<p style="text-align: right;">15</p> <p>1 School Division, Melissa Sanchez, in particular,</p> <p>2 certainly the oversight by the Director, Julia, and</p> <p>3 Nathan, with this.</p> <p>4 And there's been meetings by the Executive</p> <p>5 Committee in looking at this. We've had discussions</p> <p>6 at our meetings regarding this. And, you know,</p> <p>7 the -- the conclusion that most have come to is that</p> <p>8 the concerns are around the foundation of the</p> <p>9 school. And the Commission at this point in time</p> <p>10 has little to no authority over the foundation.</p> <p>11 So that looking at the -- the concerns --</p> <p>12 and they're profound -- the recommendation is that</p> <p>13 the -- these concerns be sent over to those agencies</p> <p>14 that do, in fact, have greater authority and ability</p> <p>15 to do investigations.</p> <p>16 We're not an investigative agency. But</p> <p>17 the Attorney General and the Auditor's Office are,</p> <p>18 so that that is the recommendations that are being</p> <p>19 put forward here, is that the Public Education</p> <p>20 Commission give the direction to me to forward the</p> <p>21 concerns to those appropriate agencies, the Attorney</p> <p>22 General's Office, the Auditor's Office, and also the</p> <p>23 Office of the General Counsel and Licensure.</p> <p>24 Julia?</p> <p>25 MS. JULIA BARNES: I think -- I can't see</p>	<p style="text-align: right;">17</p> <p>1 Director can certainly answer that. But I would</p> <p>2 assume so.</p> <p>3 DIRECTOR CORINA CHAVEZ: Commissioner</p> <p>4 Robbins?</p> <p>5 COMMISSIONER ROBBINS: Yes.</p> <p>6 DIRECTOR CORINA CHAVEZ: The school is</p> <p>7 eligible for federal funds. It does not receive</p> <p>8 Charter School Program grants for expansion or</p> <p>9 start-up. However, they may have received some</p> <p>10 distance learning funds. I would need to do the</p> <p>11 research to confirm that.</p> <p>12 COMMISSIONER ROBBINS: That should be in</p> <p>13 their financial audit, and a quick review of that</p> <p>14 would reveal that. If there are any federal funds</p> <p>15 received for any programs, I would add to that into</p> <p>16 your referral to respective agencies to include the</p> <p>17 FBI.</p> <p>18 DIRECTOR CORINA CHAVEZ: Commissioner</p> <p>19 Robbins, I just wanted to confirm I heard back from</p> <p>20 Melissa Sanchez that they are receiving special ed</p> <p>21 funds and CARES funds as well.</p> <p>22 THE CHAIR: So I would -- I would also --</p> <p>23 and I could be wrong on this. But when the referral</p> <p>24 goes out to the AG's Office, in particular, based on</p> <p>25 the information and the investigation they did, they</p>

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

I, Amer Child, after being duly sworn, state:

1. My name is Amer Child and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the Rio Grande Academy of Fine Arts in Albuquerque, 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 Rio Grande Academy of Fine Arts' 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.

[Signature]

[Signature]

9/14/2021

[Date]

Amer Child

[Print]

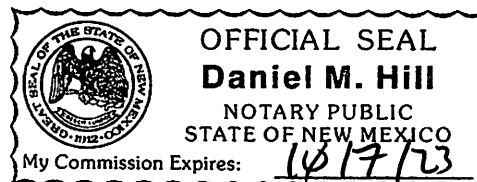
VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 14th day of September, 2021.

[Notary Seal:] [Signature]

NOTARY PUBLIC

My commission expires: October 7, 2023.



AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

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

1. My name is Jennifer Peña and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the Rio Grande Academy of Fine Arts in Albuquerque, 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 Rio Grande Academy of Fine Arts' 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.

[Signature]

9/13/21

[Signature]

[Date]

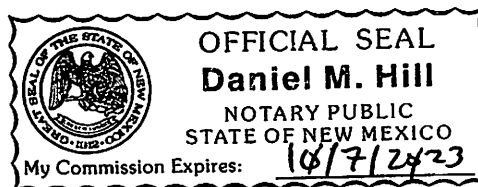
Jennifer M. Peña
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 13th day of September, 2021.

[Notary Seal:] [Signature] NOTARY PUBLIC

My commission expires: 10/17, 2023.



AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

I, Susan McConnell, after being duly sworn, state:

1. My name is Susan McConnell and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the Rio Grande Academy of Fine Arts in Albuquerque, 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 Rio Grande Academy of Fine Arts' 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.

Susan McConnell

[Signature]

9/13/2021

[Date]

Susan McConnell

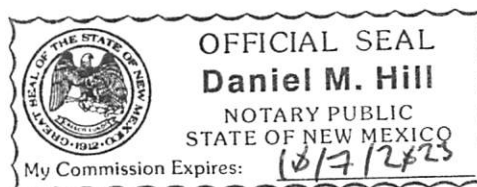
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 13th day of September, 2021.

[Notary Seal:] [Signature] NOTARY PUBLIC

My commission expires: October 7, 2023.



AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

I, Lee Baldwin, after being duly sworn, state:

1. My name is Lee Baldwin and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the Rio Grande Academy of Fine Arts in Albuquerque, 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 Rio Grande Academy of Fine Arts' 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.

[Signature]

9/13/2021

[Signature]

[Date]

Lee Baldwin
[Print]

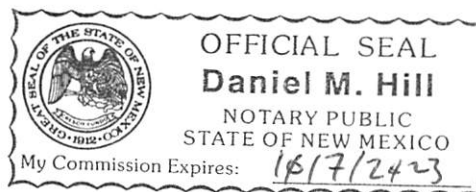
VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 13 day of September, 2021.

[Notary Seal:]

NOTARY PUBLIC

My commission expires: October 7, 2023.



AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

I, Kathy M. Clenden, after being duly sworn, state:

1. My name is Kathy M. Clenden and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the Rio Grande Academy of Fine Arts in Albuquerque, 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 Rio Grande Academy of Fine Arts' 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.

Kathy M. Clenden
[Signature]

9/13/2021
[Date]

Kathy M. Clenden
[Print]

VERIFICATION

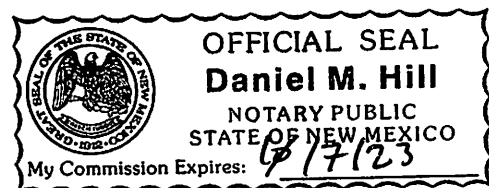
The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 13 day of September, 2021.

[Notary Seal:]

[Signature]

NOTARY PUBLIC

My commission expires: Oct. 7, 2023.



AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

I, CHRISTINE MYA-SAN, after being duly sworn, state:

1. My name is CHRISTINE MYA-SAN and I reside in ODESSA, Florida.
2. I am a member of the governing body of the Rio Grande Academy of Fine Arts in Albuquerque, 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 Rio Grande Academy of Fine Arts' 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.

Christine Mya-San
[Signature]

Sept. 15, 2021
[Date]

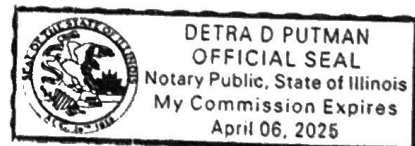
CHRISTINE MYA-SAN
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 15th day of September, 2021.

[Notary Seal:] Detra D Putman NOTARY PUBLIC

My commission expires: April 6, 2025.



STATEMENT OF GOVERNING BODY TO CONSULT WITH PED

We, the undersigned, make up the governing body of the Rio Grande Academy of Fine Arts, located in Albuquerque, 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 Rio Grande Academy of Fine Arts' 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 Rio Grande Academy of Fine Arts GIVE THE FOREGOING STATEMENT THIS 14th DAY OF September, 2021.

1. Christine Mya San
[signature]
CHRISTINE MYA SAN
[print]

2. _____
[signature]

[print]

3. _____
[signature]

[print]

4. _____
[signature]

[print]

5. _____
[signature]

[print]

Attach additional pages if membership exceeds five.



NEW MEXICO
GENERAL SERVICES DEPARTMENT

Jordan Franco

*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 4th day of November 2021

Chief Procurement Officer Certification

Certificate No. **CPO-2021-00000-03604**



[Signature]
State Purchasing Agent

AFFIDAVIT OF FINANCIAL RECORD CUSTODIAN

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

I, Rebekah Runyan, [affiant] after being duly sworn, state:

1. I live in the City of Albuquerque, County of Bernalillo, 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) CPE Courses 2019 – 22 Credits
 - b) CPE Courses 2020 – 68 Credits
 - c) CPE Courses 2021 – 12 Credits
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
CPA	State of New Mexico	2008	Yes
Master of Accountancy	New Mexico State University	2007	Yes
Business Official License, Level II	New Mexico Public Education Department	2017	Yes

FURTHER AFFIANCE SAYETH NAUGHT.

Rebekah Runyan
[Signature of Affiant]

9-10-21
Date

Rebekah Runyan
[Print Name of Affiant]

VERIFICATION

The forgoing Affidavit of Financial Records Custodian was subscribed and sworn to before me, this 10 day of SEPT, 2021.



[Signature]
NOTARY PUBLIC

My commission expires: 03/23/2024
Revised 10-5-2011

Rio Grande Academy of Fine Arts

Appendix 6

School Admission Policies and Procedures

The Rio Grande Academy of Fine Arts is committed to providing a lottery and registration process that is inclusive to all interested parties regardless of their race, gender, national origin, disability, and age. All aspects of the lottery and enrollment process will comply with the guidance provided in the New Mexico Administrative Code Section 22-8B-4.1 and 6.80.4.19 NMAC.

- Pre-lottery Entry
 - RioGAFA will accept new applications during the months of January through March. Applications will be both online and provided as hard copies. If requested, families can also request that an application be mailed to them via email or mail. In addition, these applications will be made available in both English and Spanish. As families express interest, a RioGAFA staff member will make a personal connection with the families to assist them in filling out application paperwork. These families will be identified during the open house events. The application will consist of basic information necessary such as the name of the prospective student, parent or guardian name, phone number, address, email address and the grade of the student that they wish to enroll into the school. The RioGAFA staff will aim to recruit at least 1.5 times the number of needed seats for year one. If the cumulative number of applications received does not exceed the number of available seats, these families that have submitted applications will be contacted and formally offered a seat at RioGAFA. If they accept, these families will move directly to the registration protocol. If applications are received after the last day in March, they will be taken in the order and admitted in the order they are received until all available seats are claimed. Once RioGAFA has reached capacity, a waitlist will be formed in the order that applications are received.
 - Timeline
 - Recruitment and outreach for interested families in the process of submitting an application will begin in January and will end the last day of March.
 - Responsible Party
 - The Director of Operations will be in charge of overseeing the outreach of potential parents and creating a plan for staff to make connections with interested parents to help with the application documents.
- Lottery
 - Lotteries will be conducted virtually on April 9th and will be streamed on our social media page. All interested families will be encouraged but not required to be in attendance virtually. Per the New Mexico Statutes and New Mexico Administrative Code, if a student has a sibling, this will be noted and that sibling will receive a seat in their respective grade level.
 - Timeline
 - Each year, the first Friday of April will be when the lottery is conducted for RioGAFA.
 - Responsible Party
 - The Director of Operations will be in charge of overseeing that the lottery is conducted and a waitlist based on the students' lottery number from the drawing is created each year.

- Post-Lottery Registration
 - After the lottery is conducted, the Director of Operations will create a plan for all families to be personally contacted by a RioGAFA staff member. The staff member will review the enrollment process to the families and they will inform them that they will have two weeks to complete the necessary paperwork to secure a seat for their student if they intend to accept the formal offer for the seat. In the event that a family does not finish their paperwork within the two week period and a staff member is not able to connect with them, the RioGAFA staff will move on to the next student on the waitlist to offer a seat. During the beginning of the second semester, families of current RioGAFA students will be asked to submit re-enrollment paperwork to secure their students' seats for the following academic year.
 - Timeline
 - Registration will be open to new families for two weeks following the lottery. Submission of re-enrollment paperwork will be accepted until the day before the lottery.
 - Responsible Party
 - The Director of Operations will be responsible for overseeing communication with families to complete registration paperwork.
- Waitlist Maintenance and Entry
 - Families will be kept on a waitlist in the order that their name was pulled during each lottery. Families that submit an application after this date will be placed at the end of the waitlist in the order that their application is received. Families offered a seat from the waitlist will have five days to complete their enrollment paperwork. A RioGAFA staff member will attempt three times to connect with the family to offer support in filling out the necessary paperwork. If the family is not able to be reached or they decline the spot, the seat will then be offered to the next student on the waitlist. This process will repeat itself until all seats are all full. The waitlist will be created each year and families will be communicated with regarding their students' position on the waitlist each year. In compliance with the New Mexico Administrative Code, siblings of enrolled students will be given preference when offering seats to students.
 - Timeline
 - Waitlist management will be a daily routine incorporated into the Operational Support Team's job duties. Parent outreach and support to complete paperwork will be a crucial aspect of the enrollment process.
 - Responsible Party
 - The Director of Operations will be responsible for overseeing waitlist management and will ensure that it is kept up to date.

Rio Grande Academy of Fine Arts

Appendix 7

Board Compliance Certificate

ASSURANCES

My name is Christine Mya-San and I reside in Tampa, Florida. I am a member of the governing body for Rio Grande Academy of Fine Arts a charter school which is located at 1401 Old Coors Rd SW, ABQ, NM. 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.

Christine Mya-San

Printed Name

Christine Mya-San
Christine Mya-San (Apr 11, 2022 23:16 EDT)

Signature

Apr 11, 2022

Date

ASSURANCES

My name is Kathy McClendon and I reside in Albuquerque, NM. I am a member of the governing body for Rio Grande Academy of Fine Arts a charter school which is located at 1401 Old Coors Rd. SW Abq NM 87121. 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.
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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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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.

Kathy McClendon

Printed Name

Kathy McClendon
Kathy McClendon (Apr 5, 2022 22:10 MDT)

Signature

Apr 5, 2022

Date

ASSURANCES

My name is Dr. Susan McConnell and I reside in Albuquerque, Bernalillo County, NM. I am a member of the governing body for Rio Grande Academy of Fine Arts Charter School a charter school which is located at 4601 Old Coors Rd SW, 87121. 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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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.

Dr. Susan McConnell

Printed Name

Dr. Susan McConnell
Dr. Susan McConnell (Apr 6, 2022 10:24 MDT)

Signature

Apr 6, 2022

Date

ASSURANCES

My name is Lee A. Baldwin and I reside in Albuquerque, New Mexico. I am a member of the governing body for Rio Grande Academy of Fine Arts a charter school which is located at 1401 Old Coors Road SW, ABQ NM. 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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Lee A. Baldwin

Printed Name

Lee A. Baldwin

Lee A. Baldwin (Apr 6, 2022 13:13 MDT)

Signature

Apr 6, 2022

Date

ASSURANCES


My name is Jennifer M. Peña and I reside in Albuquerque, New Mexico. I am a member of the governing body for Rio Grande Academy of Fine Arts a charter school which is located at 1401 Old Coors Rd SW, Abq, NM. 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:

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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.

Jennifer M. Peña

Printed Name


Jennifer M. Peña (Apr 5, 2022 22:00 MDT)
Signature

Apr 5, 2022

Date

ASSURANCES

My name is Mary Ellen Dannenberg and I reside in Santa Fe, Santa Fe County. I am a member of the governing body for Rio Grande Academy of Fine Arts a charter school which is located at 1401 Old Coors Road. 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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Mary Ellen Dannenberg

Printed Name



Mary Ellen Dannenberg (Apr 6, 2022 07:55 MDT)

Signature

Apr 6, 2022

Date

ASSURANCES

My name is Amer Child and I reside in Albuquerque, New Mexico. I am a member of the governing body for Rio Grande Academy of Fine Arts a charter school which is located at 1401 Old Coors Rd SW, Abq, NM. 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:

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Amer Child

Printed Name

Amer Child

Amer Child (Apr 12, 2022 11:38 MDT)

Signature

Apr 12, 2022

Date

Rio Grande Academy of Fine Arts

Appendix 8

Discretionary Waivers -
None requested

Rio Grande Academy of Fine Arts

Appendix 9

Lease/ Lease Purchase documentation

CERTIFICATE OF OCCUPANCY

County of Bernalillo

Zoning, Building and Planning Department

This certificate is issued in accordance with the requirements of the Bernalillo County Code and certifies that at the time of issuance, this structure was in compliance with the County ordinances regulating building construction or use.

Owner of Building: CSPA-Coors, LLC

Building Permit No: BCBP 90011

Occupancy Group: E Type of Construction: 2-B

Land Use Zone: A-1

Use of Building: Charter School

Building Address: 1401 Old Coors Dr SW

Legal Description: LT 1A PLAT OF LT 1A, LT 2A & TR D1 LAND OF BENNETT & COLUCCI

Approved By:

X

B-J

Building Official or Designee

Approved By:

X

For the Building Official

Authorized Zoning Official

Date: Thursday, September 17, 2009

SINGLE TENANT NET LEASE

LANDLORD: **CSPS - COORS, LLC**
a Nevada Limited Liability Company

TENANT: **RIO GRANDE ACADEMY OF FINE ARTS,**
a New Mexico Public Charter School

Draft dated for reference purposes as of March 30, 2022

LEASE
Basic Lease Information

Lease Date	As of March 8, 2022
Tenant	Rio Grande Academy of Fine Arts a New Mexico Public Charter School
Address	1401 Old Coors Road, SW Albuquerque, NM 87121
Contact Person	Jordan Franco, Founder
Telephone	505.681.3536
Rent notices to:	Attn: Jordan Franco
Landlord	CSPS - Coors, LLC, a Nevada Limited Liability Company
Address	2505 Anthem Village Drive, Suite 390 Henderson, NV 89052
Contact Person	Larry Rieder, Manager
Telephone	310.993.1100
Premises	1401 Old Coors Road SW Albuquerque, NM 87121
Building Area	20,875 Square feet
Term	
Commencement Date	June 1, 2022
Expiration Date	June 30, 2027
Monthly Base Rental	See Article 4. A.
Tenant's Share (of increased operating expenses and taxes)	100%
Use	Educational purposes and administrative offices
Pre-Paid Rent	One (1) month's pre-paid rent of \$20,875.00

LEASE AGREEMENT

This Lease is entered into as of April __, 2022 by and between **CSPS – COORS, LLC, a Nevada Limited Liability Company** (hereinafter “Landlord”) and **RIO GRANDE ACADEMY OF FINE ARTS, a New Mexico Public Charter School** (hereinafter “Tenant”).

1. PREMISES. Landlord does hereby lease to Tenant, and Tenant does hereby take from Landlord, all of land and improvements (the “Premises”), located at 1401 Old Coors Drive SW, Albuquerque, New Mexico 87121, which Premises include a building containing approximately 20,875 square feet (the “Building”).

2. RESERVED.

3. LEASE TERM.

A. Initial Term. The “Lease Term” shall commence on the Commencement Date as defined in Subsection 3.B. below (hereinafter “Commencement Date”) and shall continue thereafter for a period of five (5) years and one month, unless earlier terminated as hereinafter provided.

B. Commencement Date. Tenant shall have the right to early occupancy from the date the Lease is fully executed between the parties. Rent commencement shall occur on June 1, 2022.

4. RENT; SECURITY DEPOSIT.

A. Tenant shall pay to Landlord during the Lease Term annual rent in monthly installments pursuant to the following Schedule (hereinafter “Base Rent”):

Years 1-2 (25 mos.) will be \$20,875.00 per month or \$250,500 per annum. Commencing in year 3, the monthly rent shall increase by 2% per year to \$21,292.50 per month or \$255,510.00 per annum. Commencing in year 4, the monthly rent shall increase by 2% per year to \$21,718.35 per month or \$260,620.20 per annum. Commencing in year 5, the monthly rent shall increase by 2% per year to \$22,152.72 per month or \$265,832.60 per annum.

Such Base Rent for the Premises shall be calculated upon the basis of 20,875 square feet.

Tenant shall deliver one month pre-paid rent of \$20,875.00 upon full execution of the Lease.

A security deposit of \$20,875 will be paid in three installments with the lease payment: two of \$6,958.33, in July and August, and a final payment of \$6,958.34 to be paid in September.

B. The monthly installments of Base Rent shall be due and payable in advance on the 10th day of each month; provided that the first month’s rent shall be due on the Commencement Date. If any such Base Rent shall be payable for a fraction of a month, the amount payable shall be a pro rata share of the full month’s Base Rent based on the actual number of days of the month involved. Should the Tenant fail within three (3) days after the amount is due to pay any Base Rent due hereunder at the time and in the manner herein provided, a late fee of \$500.00 will be added to the amount due which shall be immediately due and payable without any further notice or demand from Landlord. Acceptance of such late charge by Landlord shall in no event

constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent the Landlord from exercising any of the other rights and remedies granted hereunder.

- C. This Lease is what is commonly called a "net lease," it being understood that Landlord shall receive the Base Rent set forth in Section 4. A. free and clear of any and all other impositions, taxes, assessments, liens, charges or expenses of any nature whatsoever in connection with the ownership, maintenance, repair and operation of the Premises. In addition to the Base Rent, and except as explicitly and specifically stated in this Lease, Tenant shall be responsible for the direct payment of all impositions, insurance premiums, operating charges, maintenance charges, construction costs, and any other charges, costs and expenses which arise or may be contemplated under any provisions of this Lease during the Lease Term. Maintenance and/or repair of the building foundation, and building structural and mechanical systems, income, gross receipts and estate or inheritance taxes remain the obligation of Landlord. All of such charges, costs and expenses when due, shall constitute additional rent ("Additional Rent"), and upon the failure of Tenant to pay any of such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay Base Rent. During the Lease Term, Tenant will pay, when due, all charges of every nature, kind or description for utilities furnished to the Premises or chargeable against the Premises, including all charges for water, sewage, heat, gas, light, garbage, electricity, telephone, steam, power, exterior maintenance charges or other public or private utility services. Tenant shall contract directly and pay for all utilities or services at the Premises used by it or its agents, employees or contractors during the Lease Term. Notwithstanding anything to the contrary in this Subsection 4.C., this Subsection 4.C. shall be subject in all respects to the provisions of Section 11 hereof.
- D. Tenant shall pay all real estate taxes assessed against the Premises. One-twelfth (1/12) of such annual ad valorem taxes shall be added to the Base Rent due each month as Additional Rent. Landlord shall provide notice to Tenant of each year's tax assessment(s). Landlord will pay county with those tax proceeds. The most recent tax assessment shall be the basis of the monthly Additional Rent under this Subsection. In the event of a change in the tax assessment, a lump sum adjustment for past months shall be made, payable by Tenant to Landlord in the event of an increase and by Landlord to Tenant in the event of a decrease, promptly upon notice from Landlord to Tenant of the changed assessment.
- E. Base Rent and Additional Rent are collectively referred to as "Rent".

- 5. OPTIONS TO EXTEND LEASE TERM.** Tenant shall have the option to extend the Lease Term for the Premises, for three (3) additional five (5) year terms provided Tenant is not in default under the terms of this Lease at the time of the exercise of the option and at the commencement date for each option term. Landlord and Tenant shall agree in advance on what the Fair Market Value rent shall be for each option period. Tenant shall not be entitled to any tenant improvement allowance during either option term. Tenant shall provide Landlord notice not less than **six (6)** months prior to the expiration of the then-current Lease Term of its intent to exercise each option. The term "Lease Term" shall include all option terms exercised by Tenant.

6. NONRENEWAL OF LEASE DUE TO EVENT OF NON-APPROPRIATION.

(a) An "Event of Non-appropriation" shall mean (i) a failure by the State legislature to appropriate or the Public Education Department to distribute sufficient funds to the Lessee to make the Base Rent and Additional Rent payments required by this Lease; or (ii) a failure by the Lessee to

appropriate sufficient amounts to proceed under this Lease following the occurrence of an event of non-appropriation

(b) In the event that the Lessee shall determine, for any reason, to exercise its annual right not to renew this Lease through an Event of Non-appropriation, or otherwise, effective on June 30 of any fiscal year, the Lessee shall give written notice within one (1) Business Day of such determination to such effect to the Lessor. The exercise of the Lessee's annual option to not renew this Lease shall be conclusively determined by the Lessee's failure, for any reason, (a) to appropriate by June 30 of each Fiscal Year sufficient amounts authorized and directed to be used to pay all Base Rent due in the next ensuing Fiscal Year or (b) upon the occurrence of any of the other events described in the definition of Event of Non-appropriation herein.

(c) Any decision not to renew this Lease shall be made solely by the governing authority of the Lessee and not by any other agency or official of the Lessee except as otherwise provided in the New Mexico Public School Code. See, for example, NMSA 1978, §22-8-39.

(d) If an Event of Non-appropriation occurs, the Lessee shall not be obligated to pay the Base Rent and Additional Rent or any other payments provided for herein other than the amounts specifically appropriated by the Lessee for the fiscal year during which such Event of Non-appropriation occurs; provided, however, and notwithstanding anything to the contrary herein, the Lessee shall continue to be liable for Base Rent and Additional Rent, to the extent payable from legally available moneys, allocable to any period during which the School shall continue to occupy or retain possession of the Facility.

(e) The Lessee shall, in all events, vacate the Facility and surrender it to the Lessor within 30 days or by June 30th following an Event of Non-appropriation.

7. **USE AND INSURANCE RATING.** Tenant shall use the Premises for the following purposes and for no other purposes whatsoever: public school and administrative use. Tenant will not conduct or permit to be conducted any activity or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Building; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable insurance rating bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment, and as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefor.
8. **NO WARRANTIES BY LANDLORD AND AGENTS/ACCEPTANCE OF PREMISES.** Neither Landlord nor any agents or employees of Landlord have made any representations or promises with respect to the Premises, except as expressly set forth herein and no rights, privileges, easements or licenses are acquired by Tenant, except as expressly set forth herein. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were on such date of possession in good, clean and tenantable condition and that the Tenant accepts the Premises and "As Is", subject, however, to full completion of the Tenant Improvements.
9. **ASSIGNMENT AND SUBLETTING.** Tenant shall have the right to sublease or assign all or part of the Premises to any other person with the prior written consent of the Landlord, which consent will not be unreasonably withheld, provided the sublease or assignment complies with the conditions below.

- A. Any sublease shall limit the use of the Premises by any subtenant to the permitted uses set forth in Section 6 above;
- B. Any sublease shall not relieve Tenant of its obligations under this Lease;
- C. Tenant shall provide Landlord with notice of any assignment or sublease in writing, and Landlord shall have a reasonable time, not to exceed ten (10) business days from receipt thereof, to consent or reject the proposed sublease or assignment. If Landlord consents to any assignment or sublease, the form of assignment or sublease shall be subject to Landlord's consent;
- D. Any profit received from an assignment or sublease shall be the property of Landlord. "Profit" as used herein shall mean any amount paid by an assignee or subtenant in excess of the rent (Base Rent and Additional Rent) attributable to the Premises being assigned or sublet after deducting therefrom any amounts Tenant has paid for outside leasing commissions and reasonable tenant improvements occasioned by such assignment or sublease. If Tenant subleases fifty percent (50%) or more of the Premises and does not occupy the balance of the Premises for its original intent, all profits received shall be the property of Landlord;
- E. The financial condition and credit record of the assignee or subtenant shall be reasonably acceptable to Landlord. Landlord shall have the right to receive upon request any assignee's or subtenant's financial statements at anytime during the Lease Term, but no more than two times in any given twelve (12) month period;
- F. Any assignment or sublease made in violation of the provisions contained herein shall be ineffective; and
- G. Each assignee shall assume, as provided in this Article 8, all obligations of Tenant under this Lease, and for the performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the Term. No assignment shall be binding on Landlord unless the assignee or Tenant shall deliver to Landlord a counterpart of the assignment and an instrument in recordable form that contains a covenant of assumption by the assignee satisfactory in substance and form to Landlord, consistent with the requirements of this Article 8, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability as set forth above.

10. ALTERATIONS. Tenant will not make any alterations of or additions to the Premises without the prior written approval of Landlord, which approval shall not to be unreasonably withheld. Tenant may make changes or alterations costing less than \$10,000 without Landlord's approval, but only if (i) they are of a non-structural nature, or (ii) they do not affect or involve Building systems. All work to be performed on or within the Premises shall be performed by competent contractors and subcontractors, approved by Landlord, which approval shall not be unreasonably withheld by Landlord. All materials used in alterations shall be previously approved by Landlord. All alterations, additions or improvements which may be made by either of the parties hereto upon the Premises, except office furnishings, trade fixtures and moveable personal property purchased or otherwise acquired by Tenant which may be removed without damage or destruction to the Premises shall be the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease or any extension thereof. Tenant will not permit any mechanics, laborers or materialmen's liens to stand against the Premises and will, within thirty (30) days of notice thereof remove all such liens; provided, however, that if Tenant shall first notify Landlord of the

intention of Tenant to do so, Tenant may, at the expense and in the name of Tenant, in good faith contest any such lien and, in the event of any such contest, may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless Landlord shall notify the Tenant that, in the opinion of independent counsel, whose reasonable fees shall be paid by Tenant, by nonpayment of any such lien the Premises or any portion thereof will be subject to loss or forfeiture, or Landlord will be subject to liability, in which event such lien shall be paid promptly or secured by posting a bond with Landlord in form satisfactory to Landlord (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such lien. Subject to the preceding sentence, Landlord may remove such liens and Tenant shall immediately reimburse Landlord upon demand for all costs and expenses, including attorney's fees, incurred by Landlord in removing such mechanic's or materialmen's lien. Tenant shall give Landlord fifteen (15) days written notice prior to the commencement of any alterations, repairs or maintenance (in excess of \$10,000) in order to allow Landlord's posting of a notice of non-responsibility.

Any of Tenant's Property remaining on the Premises at the expiration of the Term, as well as (i) all changes and alterations made without Landlord's approval and (ii) all other changes and alterations made by Tenant (except for those which Landlord agreed need not be removed when Landlord's approval was given), shall be removed by Tenant at Tenant's cost and expense, and Tenant shall, at its cost and expense, repair any damage to the Premises or the Building caused by such removal. Any of the foregoing not removed from the Premises prior to the expiration of the Term shall, at Landlord's option, become the property of Landlord or Landlord may remove the same, and Tenant shall pay to Landlord, Landlord's cost of removal and of any repairs in connection therewith within thirty (30) days after the receipt of a bill therefor. Tenant's obligation to pay any such costs shall survive any termination of this Lease.

11. OPTION TO PURCHASE. Tenant shall have an option to purchase the Property at any time during the lease term or option periods at Fair Market Value determined **by the Landlord.**

12. SERVICES AND MAINTENANCE. Tenant shall be responsible for the costs of all utility services to the Premises and for all other operating and maintenance costs of the Premises, including without limitation, janitorial services and cosmetic maintenance, and insurance. At all times during this lease and any extensions, Landlord shall maintain premises to all applicable to all statewide adequacy standards at no additional cost to Tenant or State of New Mexico pursuant to NMSA 19.78, Section 22-8B-4.2(D)(2)(a) or any successor statutes.

A. Heating and Air Conditioning, Plumbing, Electrical and Life Safety Systems. Subject to the full completion of the Tenant Improvements, Landlord leases the Premises in an "as is" condition on the Commencement Date. Tenant shall be responsible for the interior maintenance of the Premises; maintenance of the heating, air conditioning, ventilating, plumbing, electrical and life safety systems, windows, exterior façade of the Premises, landscaping and parking facilities, plumbing, electrical and life safety systems, roof, fencing, sidewalks, and exterior walls. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Tenant shall be responsible for all interior maintenance of the Building during the Lease Term, including service contracts on the heating, ventilating, air conditioning, plumbing, electrical and life safety systems, landscaping, drain maintenance and parking facilities. Landlord will be responsible for the replacement of any HVAC equipment that supplies the Premises, so long as such equipment was properly and professionally serviced on a regular basis by Tenant's agent.

All repairs and replacements made by or on behalf of Tenant or any person claiming through or under Tenant shall be made and performed (a) at Tenant's cost and expense and at such time and in such manner as Landlord may designate, (b) by contractors or mechanics approved by Landlord, (c) so that same shall be at least equal in quality, value, and utility to the original work or installation, and (d) in accordance with any rules and regulations that may be established for the Building from time to time and in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the Premises. If Landlord gives Tenant notice of the necessity of any repairs or replacements required to be made by Tenant under Article 9 above and Tenant fails to commence diligently to effect the same within 10 days thereafter, Landlord may proceed to make such repairs or replacements and the expenses incurred by Landlord in connection therewith shall be due and payable from Tenant within 30 days following Landlord's demand as Additional Rent; provided that Landlord's making any such repairs or replacements shall not be deemed a waiver of Tenant's default in failing to make the same.

- B. **Building Systems Condition.** Landlord to provide Tenant with written confirmation that all major building systems (HVAC, electrical, plumbing) are working properly upon commencement of the Lease.
- C. **Signage.** Tenant shall have exclusive signage for the Premises, all signage expenses to be paid by Tenant and must meet applicable City of Albuquerque codes. No signage shall be installed or modified without the Landlord's prior written approval of such signage. Tenant shall repair any damage to the Building as a result of signage removal at the end of the lease term.

13. NO WARRANTY AS TO SERVICES. Landlord does not warrant that any of the utility services will be free from interruption. Interruption of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord or Landlord's agents or employees liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease. Notwithstanding the provisions of this Section to the contrary, Landlord shall be liable for the gross negligence and intentional acts or omissions of Landlord, its employees, agents and representatives.

14. COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS. Tenant, at Tenant's cost and expense, shall comply with all applicable laws, orders and regulations of federal, state, county and municipal authorities, and with all directions, pursuant to law, of all public officers, that shall impose any duty upon Landlord or Tenant with respect to the Premises or the use or occupancy thereof. Tenant shall not do anything, or permit anything to be done, in or about the Premises inconsistent with the uses provided in Section 6 and which shall (a) invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Building or any property located therein, or (b) result in a refusal by fire insurance companies of good standing to insure the Building or any such property in amounts reasonably satisfactory to Landlord, or (c) subject Landlord to any liability or responsibility for injury to any person or property by reason of any business operation being conducted in the Premises, or (d) cause any increase in the fire insurance rates applicable to the Building or property located therein at the beginning of the Term or at any time thereafter. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body that shall hereafter perform the function of such Association.

15. RISK ALLOCATION AND INSURANCE. The parties desire, to the extent permitted by law, to allocate certain risks of personal injury, bodily injury or property damage, and risks of loss of real or personal property by reason of fire, explosion or other casualty, and to provide for the responsibility

for insuring those risks. It is the intent of the parties that, to the extent any event is insured for or required herein to be insured for, any loss, cost, damage or expense arising from such event, including, without limitation, the expense of defense against claims or suits, be covered by insurance, without regard to the fault of Tenant, its officers, employees or agents ("Tenant Protected Parties"), and without regard to the fault of Landlord, its affiliates, agents, their respective partners, shareholders, members, agents, directors, officers and employees ("Landlord Protected Parties"). As between Landlord Protected Parties and Tenant Protected Parties, such risks are allocated as follows:

(i) Tenant shall bear the risk of bodily injury to, and death of (i) Tenant, Tenant's employees and Tenant's customers, contractors, agents and invitees and damage to the property of its employees, customers, contractors, agents and invitees occasioned by events occurring on or about the Premises and (ii) third parties occasioned by events occurring on or about the Premises regardless of the party at fault, except to the extent of the negligent or intentional acts or omissions of Landlord, its employees, agents and representatives to the extent the same are not covered by the insurance to be carried by Tenant pursuant to this Lease. Said risks shall be insured as provided in Subsection 16. A.

(ii) Landlord shall bear the risk of bodily injury to, and death of its employees and third parties, and damage to the property of its employees and third parties.

(iii) Tenant shall bear the risk of damage to Tenant's contents, improvements, trade fixtures, machinery, equipment, furniture and furnishings in the Premises arising out of loss by the events required to be insured against pursuant to Section 16. B.

16. TENANT'S INSURANCE. Tenant shall pay for all insurance required under this Section 15 except to the extent of the cost attributable to liability insurance carried by Landlord. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Tenant to Landlord within ten (10) days following receipt of an invoice for any amount due.

A. Liability Insurance. Tenant shall obtain and keep in force during the term of this Lease a Commercial General Liability policy of insurance protecting Tenant and Landlord (as an additional insured) against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence, and \$3,000,000 annual aggregate, such limits to apply per location. Tenant shall add Landlord as additional insured by means of an endorsement at least as broad as the Insurance Services Office ("ISO") endorsement, "Additional Insured-Managers or Lessors of Premises", and in all cases coverage shall be extended for pollution damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease. The limits of said insurance required by this Lease or as carried by Tenant shall not, however, limit the liability of Tenant nor relieve Tenant of any obligation hereunder. Tenant shall provide endorsement on his liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Landlord.

B. Property Insurance.

(a) Building and Improvements. The Tenant shall obtain and keep in force during the term of this Lease a policy or policies in the name of Landlord, with loss payable to Landlord,

and to the holders of any mortgages, deeds of trust or ground leases on the Premises ("Lender(s)"), insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by Lenders, but in no event more than the commercially reasonable and available insurable value thereof if, by reason of the unique nature or age of the improvements involved, such latter amount is less than full replacement cost. Tenant Owned Alterations and Utility Installations shall be insured by Tenant under Section C. Such policy or policies shall at be at least as broad as ISO Special Form coverage insuring against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for any additional costs resulting from debris removal and an endorsement at least as broad as the ISO endorsement "Ordinance or Law" protecting against the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Premises required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered cause of loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$1,000 per occurrence, and Tenant shall be liable for such deductible amount in the event of an insured loss.

(b) Rental Value. The Insuring Party shall, in addition, obtain and keep in force during the term of this Lease a policy or policies in the name of Landlord, with loss payable to Landlord and Lender(s), insuring the loss of the full rental and other charges payable by Tenant to Landlord under this Lease for one (1) year (including all real estate taxes, insurance costs, and any scheduled rental increases). Said insurance shall provide that in the event the Lease is terminated by reason of an insured loss, the period of indemnity for such coverage shall be extended beyond the date of the completion of repairs or replacement of the Premises, to provide for one full year's loss of rental revenues from the date of any such loss. Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected rental income, property taxes, insurance premium costs and other expenses, if any, otherwise payable by Tenant, for the next twelve (12) month period. Tenant shall be liable for any deductible amount in the event of such loss.

- C. **Tenant's Property Insurance.** Subject to the requirements of Section D. below, Tenant at its cost shall either by separate policy or, by endorsement to a policy already carried, maintain insurance coverage on all of Tenant's personal property, Tenant Owned Alterations and Utility Installations in, on, or about the Premises similar in coverage to that carried by the Insuring Party under Section B. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Tenant for the replacement of personal property or the restoration of Tenant Owned Alterations and Utility Installations. Tenant shall be the Insuring Party with respect to the insurance required by this Paragraph 15 and shall provide Landlord with written evidence that such insurance is in force.

- D. **Forms of Insurance.** All of the aforesaid insurance shall be in companies with an A.M. Best rating of at least A and licensed to do business in the State of New Mexico. As to Tenant's insurance, the insurer and the form, substance and amount (where not stated above) shall be satisfactory from time to time to Landlord and any mortgagee of Landlord, and shall unconditionally provide that it is not subject to cancellation, material modification or non-renewal

except after at least thirty (30) days prior written notice to Landlord and any mortgagee of Landlord. Originals of Tenant's insurance policies (or certificates thereof satisfactory to Landlord), together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Landlord at the Commencement Date and renewals thereof not less than thirty (30) days prior to the end of the term of such coverage.

17. PROPERTY DAMAGE - MUTUAL WAIVER OF LIABILITY. Except for specific obligations to repair damage or destruction to the Premises as set forth in this Lease, Landlord and Tenant are hereby mutually released from any and all claims of any nature now or hereafter arising from or on account of damage or destruction to the Premises or to any personal property of any of the foregoing contained therein or thereon, whether such damage or destruction is caused by, arises or results from fire, other perils or any other cause whatsoever. Landlord and Tenant each agree to look to their respective insurance carriers for protection against any such damage or destruction to any of their respective real or personal property and do hereby waive all rights of subrogation.

18. FIRE OR OTHER CASUALTIES. If the Premises are substantially damaged or destroyed by fire or other casualty, the Landlord shall have the right to terminate this Lease, provided it gives written notice thereof to the Tenant within ninety (90) days after such damage or destruction. If a portion of the Premises is damaged by fire or other casualty, and Landlord elects not to terminate this Lease, the insurance proceeds shall be used to restore the Premises, exclusive of any alterations or other changes made to the Premises at any time by or at the direction or request of Tenant, to as near the condition which existed immediately prior to such damage or destruction as reasonably possible. In the event Landlord so elects to restore the Premises, Base Rent shall abate during such period of time as the Premises are unusable in a reasonable manner based on Tenant's ability to utilize the remaining portion of the Premises. If the substantial destruction to the Premises cannot be substantially restored within one hundred eighty (180) days from the time of such damage or destruction or during the last twelve (12) months of the current lease term, then the Tenant or Landlord shall have the right to terminate this Lease. The Landlord shall not be responsible to the Tenant for damages to or destruction of any furniture, equipment, alterations or other changes made or installed in, on or about the Premises regardless of the cause or the damage or destruction unless caused by the gross negligence or intentional misconduct of Landlord, its employees, agents and representatives.

18. TENANT FINANCIAL PERFORMANCE. If Landlord can reasonably determine based on Tenant's financial statements or by other industry standards that Tenant is experiencing poor financial performance as a result of reduced gross revenues, student headcounts, or academic performance, Landlord shall have the right to request that Tenant retain a third-party consultant to help advise on ways to improve the financial results of the Tenant. The cost of this third-party consultant shall be borne by the Tenant and shall continue until there is a reasonable audited and documented improvement in the overall financial results of the Tenant.

19. EMINENT DOMAIN. If the entire Premises or substantially all of the Premises is permanently taken by eminent domain, this Lease shall automatically terminate as of the date of such taking. If any substantial portion of the Premises is taken by eminent domain, Landlord shall also have the right to terminate this Lease by giving written notice thereof to Tenant within ninety (90) days after the date of taking. If only a portion of the Premises is taken by eminent domain and Landlord elects not to terminate this Lease, Landlord shall, at its expense, restore the Premises, exclusive of any improvements or other changes made to the Premises by Tenant, to as near the condition which existed immediately prior to the date of taking as reasonably possible. Rent shall abate during such period of time as the Premises are unusable in a reasonable manner based on Tenant's ability to utilize

the remaining portion of the Premises and upon completion of restoration necessary adjustments shall be made in the Base Rent, or other costs to reflect a reduction in the size of the Premises. Tenant shall have the right to terminate this Lease within ninety (90) days after the date of taking by giving written notice thereof to Landlord, if the taking involves results in Tenant not being able to reasonably utilize the remaining Premises for a charter Tenant or vocational Tenant. Tenant shall have no right to any of the award or payment made in connection with such taking provided, however, that Tenant shall be entitled to recover any separate amount for Tenant fixtures and/or relocation costs provided under appropriate statutes, ordinances or regulations.

21. WASTE. Tenant shall use due care in the use of heat, water and electricity and the use of the Premises generally, and without qualifying the foregoing, shall not neglect or misuse plumbing fixtures, electric lights and heating.

22. RUBBISH AND DEBRIS. No rubbish, trash, dirt, debris or objects of any kind shall be put outside the Building except within designated dumpsters or other appropriate containers. Tenant shall cause Tenant's employees, agents and invitees to comply with this Section and other applicable portions of this Lease.

23. HAZARDOUS SUBSTANCES.

- A. Tenant does not and shall not use or permit the use of the Premises for any purpose relating to the storage and use of Hazardous Materials other than in compliance with all applicable environmental laws, rules and regulations. Tenant shall not, in any event, generate, manufacture, produce, release, discharge or dispose of on, in or under the Premises or the Building, or transport to or from the Premises, any Hazardous Materials, or allow any other person or entity to do so, other than in compliance with all applicable environmental laws, rules and regulations. Landlord represents and warrants that to its knowledge there are no hazardous materials in or about the Premises or the Building as of the Commencement Date, other than in compliance with all applicable environmental laws, rules and regulations.
- B. Tenant shall comply with all local, state or federal laws, ordinances or regulations relating to Hazardous Materials and above ground and underground storage tanks on, in, under or about the Premises occurring for the first time after the Commencement Date.
- C. Tenant shall promptly notify Landlord should Tenant receive notice of or otherwise become aware of any (i) pending or threatened environmental regulatory action against Tenant, the Premises or the Building; (ii) claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material; or (iii) release or discharge or threatened release or discharge of any Hazardous Material in, on, under or about the Premises or the Building other than in compliance with all applicable environmental laws, rules and regulations..
- D. Tenant shall promptly deliver copies of any documents relating to any governmental proceeding relating to Hazardous Materials and all engineering reports, test reports and laboratory analysis concerning the Hazardous Materials to Landlord.
- E. Tenant shall promptly and thoroughly investigate suspected Hazardous Materials contamination of the Premises or the Building or the ground water of the Building, resulting from Tenant's use of the Premises.
- F. Landlord shall have the right, at Tenant's expense, to require an annual audit of Tenant's

operation on the Premises to ensure compliance with environmental laws and regulations and this Section 23, if Tenant is found to be in violation of applicable environmental laws or regulations. Upon receipt of written notice from Landlord, Tenant shall promptly correct any violations and/or deficiencies cited in the audit.

- G.** If an Event of Default occurs, Landlord, at Tenant's expense, shall have the right to cause to be conducted an investigation of the Premises for Hazardous Materials and Tenant shall forthwith remove, repair, clean up or detoxify any Hazardous Materials from the Premises, the Building, or ground water resulting from Tenant's use that is not in compliance with all applicable environmental laws, rules and regulations, or that presents an unreasonable risk to human health and safety.
 - H.** Tenant shall permit Landlord or its agents to inspect the Premises at any reasonable times and agree to fully cooperate with Landlord in determining compliance with this Section 23.
 - I.** Tenant shall protect, indemnify and hold harmless Landlord, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) arising directly or indirectly out of Tenant's failure to comply with this Section 23, including without limitation (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, clean up, or detoxification of the Premises or the Building and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive termination or cancellation of this Lease for any reason.
 - J.** Landlord shall protect, indemnify and hold harmless Tenant, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) from Hazardous Materials existing prior to the Commencement Date for the Premises and arising directly or indirectly out of Landlord's actions or inactions, including the employees, agents and representatives of Landlord, attributable to Landlord's failure to comply with this Section 23, including without limitation (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, clean up, or detoxification of the Premises or the Building and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive termination or cancellation of this Lease for any reason.
 - K.** "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "contaminants" or "pollutants" under any applicable federal or state laws or regulations.
- 24. LIENS.** Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant or any person or entity claiming through or under Tenant, and shall, within thirty (30) days of notice thereof remove all such liens; provided, however, that if Tenant shall first notify Landlord of the intention of Tenant to do so, Tenant may, at the expense and in the name of Tenant, in good faith contest any such lien and, in the event of any such contest, may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless Landlord shall notify the Tenant that, in the opinion of independent counsel, whose reasonable fees shall be paid by Tenant, by nonpayment of any such lien the Premises or any portion thereof will be subject to loss or forfeiture, or Landlord will be subject to liability, in which event such lien shall be paid promptly or secured by posting a bond with Landlord in form

satisfactory to Landlord (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such lien. Subject to the preceding sentence, Landlord shall have, in addition to all other remedies provided herein and by law, the right but not the obligation to cause any such lien to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith shall be considered Additional Rent and shall be payable to it by Tenant to Landlord within 30 days following Landlord's demand. Any such action by Landlord shall not in any event be deemed a waiver of Tenant's default with respect thereto. Landlord shall have the right at all appropriate times to post and keep posted on the Premises any notices permitted or required by law, or that Landlord shall deem proper, for the protection of Landlord, the Premises, the Building, and any other party having an interest therein, from mechanics' and materialmen's liens, and Tenant shall give to Landlord at least ten (10) business days' prior notice of commencement of any construction on the Premises.

- 25. LANDLORD'S RIGHT TO ENTER PREMISES.** Landlord, or its authorized agents or attorneys, may at any reasonable time upon prior notice, except in the event of an emergency (and without interfering with Tenant's use of the Premises) enter the Premises to inspect, make repairs and improvements and/or changes in the Premises, including the Building, as Landlord may deem proper. Landlord's reserved rights hereunder shall include, without limitation, free unhampered and unobstructed access to Building airways, equipment ducts, under floor heater ducts, stairways, access panels and all cleaning and utility services. There shall be no diminution of rent or injury to business caused by Landlord's exercise of the rights reserved by Landlord in this Section.
- 26. SECURITY OF PREMISES.** Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured after normal business hours.
- 27. REPAIRS.** Tenant shall promptly pay to Landlord upon request an amount equal to any cost incurred by Landlord in repairing the Premises when such repairs were made necessary by the negligence or of misuse by the Tenant.
- 28. LEASE TO BE SUBORDINATE.** This Lease is subject and subordinate to all mortgages, deeds of trust, and restrictions which may now or hereafter affect the Property and to all renewals and extensions thereof. For confirmation of such subordination, Tenant shall execute promptly any subordination agreement requested by Landlord. Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent to execute any such subordination agreement or agreements for or on behalf of Tenant. Such subordination is subject to Tenant enjoying the quiet possession of the Premises if any mortgagee or deed of trust grantee becomes landlord hereunder provided that Tenant is not then in default hereunder or does not default in the future. Tenant agrees to attorn to any mortgagee or deed of trust grantee or other purchaser at foreclosure or in lieu of foreclosure.
- 29. BROKERAGE.** Tenant and Landlord respectively represent and warrant to the other that no brokers were retained, used or referred to with respect to this Lease and/or leasing, except for Dove Property Advisors Commercial Real Estate Brokerage, who represents Tenant and no other claims for commissions or fees are valid or warranted with respect to our connection with this Lease and that each shall defend, indemnify and hold the other harmless from any and all costs, claims or causes of action for such commissions or fees resulting from its own acts. Landlord shall pay a brokerage fee to Dove Property Advisors Commercial Real Estate Brokerage with respect to the Premises per a separate written agreement.
- 30. ESTOPPEL CERTIFICATE.** Tenant agrees that at any time and from time to time upon not less

than five (5) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing.

- A. Certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications.
- B. Stating the dates to which the rent and other charges hereunder have been paid by Tenant.
- C. Stating whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of any covenants, agreements or conditions contained in this Lease and if so, specifying each such default of which Tenant may have knowledge.
- D. Responding to such other matters as Landlord reasonably requests. Any such statement delivered pursuant hereto may be relied upon by any owner or prospective purchaser of the Property, any prospective mortgagee of the Property or Landlord's interest therein or any prospective assignee of any such mortgagee.

31. TENANT TO SURRENDER PREMISES IN GOOD CONDITION. Upon the expiration or termination of the Lease Term, Tenant shall at its expense:

- A. remove Tenant's goods and effects and those of all persons claiming through Tenant; and
- B. quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same were on the date the Lease Term commenced or were thereafter in place by Landlord, reasonable wear and tear excepted; and
- C. any property left in the Premises after the expiration or termination of the Lease Term shall be deemed to have been abandoned and shall be deemed the property of Landlord to be disposed of as Landlord sees fit.

32. YIELDING POSSESSION AT END OF TERM: HOLDING OVER. Tenant shall peaceably surrender and yield possession of the Premises to Landlord at the end of the Lease Term or earlier termination of the Tenant's right to occupy the Premises. Upon expiration or termination of the Lease Term, Tenant shall surrender to Landlord all keys to the Premises.

After having obtained Landlord's prior express written consent to do so (which consent shall be in the discretion of Landlord), if Tenant holds possession of all or any part of the Premises after the expiration or termination of this Lease, Tenant will be a Tenant from month to month effective as of the date of such expiration or termination. Tenant will be bound by and obligated to abide by all of the provisions of this Agreement, subject to any conditions imposed by Landlord in consideration of having given its consent.

If Tenant remains in possession of all or any portion of the Premises after the expiration or termination of this Lease or earlier termination of the Tenant's right to occupy the Premises without the requisite consent of Landlord, at Landlord's election, Landlord may take any action it deems appropriate to remove Tenant and its possessions from the Premises, and for so long as Landlord does not take such action Tenant will be a tenant at sufferance, subject to all the conditions, provisions and obligations of a Tenant under this Agreement, except that Rent shall be one hundred fifty percent (150%) of the Base Rent in effect for the Lease Year immediately prior to the expiration or termination of this Lease or earlier termination of the Tenant's right to occupy the Premises, pro rated on a daily basis until Landlord regains possession of the Premises in the condition provided for in this

Agreement. No holding over, even with the consent of the Landlord and payment of Rent, will extend the Lease Term. In addition to the Rent, Tenant will pay Landlord all damages incurred or suffered by Landlord arising from any delay in surrendering the Premises to Landlord in the condition provided for in this Agreement, including but not limited to those incurred as a result of Landlord being unable to provide possession of the Premises to a new Tenant of the Premises as provided in a separate lease agreement.

Acceptance by Landlord of Rent after the expiration or termination of this Lease or earlier termination of the Tenant's right to occupy the Premises shall not result in a renewal or reinstatement of the Lease Term.

The foregoing provisions of this Section are in addition to and do not limit Landlord's right of re-entry or any other rights of Landlord stated elsewhere in this Agreement or provided by law.

33. DEFAULT. The occurrence of any of the following events shall constitute a default by Tenant under this Lease:

- A. if Tenant shall fail to pay any amounts to be paid by it hereunder, including but not limited to Base Rent, Additional Rent and late charges and such default shall continue for a period of three (3) days after Landlord has given Tenant written notice of such failure to pay; or
- B. if Tenant fails to perform or observe any of Tenant's other obligations, covenants or agreements herein or hereunder, and such failure shall continue for a period of twenty (20) days after Landlord has given Tenant written notice thereof, provided however, if the default cannot be reasonably cured within twenty (20) days, Tenant shall have such additional time as is reasonably necessary to cure said default, provided Tenant acts diligently towards curing the default; or
- C. if Tenant makes a general assignment for the benefits of creditors, or, subject to the rights of a Trustee in Bankruptcy files, or has filed against it (and Tenant does not have the petition dismissed within sixty (60) days), a petition in bankruptcy under the Bankruptcy Code or under any other applicable law of the United States of America or any state thereof, consents to the appointment of a trustee or receiver for Tenant or for its property, or if Tenant takes any action for the purpose of effecting or consenting to any of the foregoing; or

Upon the occurrence of any of the foregoing defaults, Landlord may, but with no obligation to do so, immediately re-enter the Premises and remove all persons and property therefrom. Landlord shall have the right to keep this Lease in full force and effect, or, at its option, terminate this Lease as to all future rights of Tenant. Tenant hereby expressly waives the service of any notice in writing of Landlord's intent to re-enter the Premises. Tenant shall be liable to Landlord against all loss of rents and other damages which it may incur by reason of such default, including all attorney's fees and expenses incurred in enforcing any of the terms of this Lease. In the event of Tenant's default and Landlord's re-entry, whether this Lease is terminated by Landlord, Tenant shall pay Landlord, as additional damage, interest at the rate of twelve percent (12%) per annum on (i) all unpaid Rent and late charges accrued from date of default until paid and (ii) all of Landlord's other reasonable expenses, including attorneys' fees, from the date incurred until paid. If Tenant defaults before expiration or termination of the term of this Lease, and Landlord elects to terminate this Lease, Landlord may accelerate Tenant's financial obligation hereunder; upon such acceleration, the entire Rent and additional other costs as reasonably determined by the Landlord due for the balance of the term hereof shall be immediately due and payable discounted to present value using a six percent (6%) discount rate. In the event Landlord re-enters the Premises as set forth herein, and, whether it

elects to keep this Lease in effect or terminate it, Landlord may re-let the Premises for such rent and upon such terms as are not unreasonable under the circumstances. In such event, Tenant also shall be liable for all costs, expenses and damages incurred or sustained by Landlord in re-letting the Premises including, without limitation, deficiency in rent, attorney's fees, expenses for repairing damage done by Tenant, tenant allowances, improvements made by Landlord and brokerage fees. Landlord shall have the right to commence one or more actions to enforce the terms hereof and the commencement and prosecution of one action shall not be deemed a waiver or an estoppel from commencing one or more actions from time to time in the future. Provisions contained in this section shall be in addition to and shall not prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired Lease Term. All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

34. RIGHT TO CURE DEFAULTS. If Tenant defaults in the observance or performance of any of Tenant's covenants, agreements or obligations hereunder wherein the default can be cured by the expenditure of money, Landlord may, but without obligation, and without limiting any other remedies which it may have by reason of such default, cure the default, charge the reasonable cost thereof to Tenant and Tenant shall pay the same forthwith upon demand. If Landlord is required to commence a legal action to recover such sums from the Tenant, Landlord shall also have the right to recover all interest costs and attorney's fees in connection with such litigation.

35. TENANT IMPROVEMENTS. See Exhibit A attached hereto the Lease.

36. USE OF THE TERMS "LANDLORD" AND "TENANT". The terms "Landlord" and "Tenant" wherever used in this Lease, shall be construed to mean plural in all cases where there is more than one Landlord or Tenant and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. In addition, where relevant in this Lease and especially in connection with the provisions of this Lease relating to personal injury, limitation of liability, indemnification, property damage and insurance, "Landlord" shall mean Landlord, its respective employees, agents, invitees, licensees, customers, clients, partners and shareholders and "Tenant" shall mean its employees, agents, business invitees, licensees, customers and clients, family members, guests, trespassers, partners and shareholders.

37. LANDLORD'S CONSENT. Where Landlord's consent is required herein, it shall not be unreasonably withheld, or delayed.

38. EXECUTION BY LANDLORD. Submission of this instrument to Tenant, or Tenant's agents or attorneys, for examination or signature does not constitute or imply an offer to lease, reservation of space, or option to lease, and this Lease shall have no binding effect until execution hereof by both Landlord and Tenant.

39. CONTINUANCE OF AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

40. PROTECTION OF LANDLORD IN THE EVENT OF SALE OF THE BUILDING OR PROPERTY. "Landlord", as that term is used in this Lease, means only the owner or the mortgagee in possession or grantee in possession under a deed of trust, or the owner of Landlord's interest in this Lease, and in the event of any sale or sales of the Property, or this Lease, the Landlord shall be and

hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties or their successors-in-interest that the purchaser or the tenant or assignee of the land and/or building has assumed and agreed to carry out any and all covenants and obligations of the Landlord hereunder.

- 41. SEVERABILITY.** The provisions of this Lease are expressly severable, and the unenforceability of any provision or provisions hereof shall not affect or impair the enforceability of any other provision or provisions.
- 42. MEMORANDUM OF LEASE.** Tenant and Landlord shall, upon the written request of the other, execute a memorandum or short form lease, in a form suitable for recording. Said Memorandum Lease shall be dated on the date and year of the execution of this Lease and shall disclose the parties, the terms of the Lease, the legal description of the Premises and may contain, in addition to the foregoing, such other terms and conditions as Landlord or Tenant, as the case may be, may require.
- 43. WAIVER OF COVENANTS.** Failure of Landlord to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rents with knowledge of a breach in any of the terms, covenants and conditions of this Lease to be kept or performed by Tenant shall not be deemed a waiver of such breach, and Landlord shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Landlord.
- 44. NOTICES.** Any notice or demand which, under the terms of this Lease or under any statute must or may be given or made by the parties hereto, shall be in writing, and may be given or made by personal delivery, by recognized overnight courier service or by mailing the same by registered or certified mail, addressed to the other party at the address mentioned below. Either party, however, may designate in writing such new or other address to which such notice or demand shall hereafter be so given, made or mailed. Any notice given hereunder by mail shall be addressed as follows, and shall be deemed delivered upon receipt:

Landlord: Larry Rieder c/o
CSPS – Coors, LLC
2505 Anthem Village Drive, Suite E390
Henderson, NV 89052

Tenant: Rio Grande Academy of Fine Arts
1401 Old Coors Road SW
Albuquerque, NM 87121

With a copy to: Dan Hill
via email only
dan@dmhlaw.us

All rent (Base Rent and Additional Rent) payments shall be submitted as follows:

CSPS – Coors, LLC

2505 Anthem Village Drive, Suite E390
Henderson, NV 89052

- 45. AMENDMENTS.** This Lease may be amended only by a writing executed by both parties hereto.
- 46. MISCELLANEOUS.** This Lease shall be construed according to the laws of the State of New Mexico, without regard to rules of conflicts of laws. The captions in this Lease are for convenience only and are not part of this Lease.
- 47. REPRESENTATIONS.** This Lease constitutes the final agreement of the parties hereto and supersedes all negotiations, representations or agreements, whether written or oral, made prior to the execution hereof. Landlord makes no representations or warranties regarding the Premises or of Landlord's or Tenant's rights, obligations, or duties with respect thereto other than those expressly set forth in this Lease. By execution of this Lease, Tenant acknowledges that no representations or warranties have been made by Landlord (or Landlord's agents, representatives, or employees, or by anyone acting on behalf of Landlord or under contract with Landlord) upon which Tenant has relied in executing this Lease other than such representations or warranties that are expressly set forth herein.
- 48. ATTORNEY'S FEES.** If the Tenant defaults in the performance of any of the covenants of this Lease and by reason thereof the Landlord employs the services of an attorney to enforce performance of the covenants by the Tenant, to evict the Tenant, to collect moneys due from the Tenant, or to perform any service based upon said default, then in any of said events the Tenant does agree to pay a reasonable attorney's fee and all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy available to the Landlord. In any proceeding brought by either Landlord or Tenant against the other relating to this Lease, a reasonable attorney's fee, costs and expenses shall be recovered in such proceeding by the successful party therein.
- 49. TIME.** It is understood and agreed between the parties hereto that time is of the essence in all of the terms and provisions of this Lease.
- 50. FINANCIAL STATEMENTS.** Tenant (and any assignee or subtenant) shall provide Landlord with complete and accurate financial statements of Tenant (assignee or subtenant as the case may be) promptly upon Landlord's request at anytime during the Lease Term, but no more than two times in any twelve (12) month period.
- 51. FORCE MAJEURE.** If Landlord or Tenant cannot perform any of their respective obligations under the terms of this Lease due to event(s) beyond their control, the time provided for performance of such obligations shall be extended by a period of time equal to the duration of such event(s). If either party to the Lease desires to invoke the provisions of this Section, it shall provide written notice to the other party of the reasons for the delay and the invoking party shall use best reasonable efforts to mitigate the effects of such occurrence. Event(s) beyond Landlord's or Tenant's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood, or other casualty, shortages of labor and materials, government regulation or restriction and weather conditions, but shall in no event include defaults due to Landlord's or Tenant's failure to meet their respective monetary obligations hereunder.
- 52. LIMITATION OF REMEDIES.** Notwithstanding anything to the contrary in this Lease, Landlord shall not have, and Landlord specifically waives, any remedies or claims whatsoever against the Tenant, and against the directors and officers of Tenant and the Tenant, in their individual capacities.

IN WITNESS WHEREOF, Landlord and Tenant respectfully have duly signed and sealed these presents the day and year first above written.

LANDLORD

**CSPS – COORS, LLC,
a Nevada Limited Liability Company**

Date: _____

By: _____
Larry Rieder, Manager

TENANT

**RIO GRANDE ACADEMY OF FINE ARTS, a New
Mexico Public Charter School**

Date: _____

By: _____
Kathy McClendon
Chair, Governing Council

Exhibit A – Construction Work Letter

Recital

This Work Letter specifically addresses certain items with respect to the initial improvements (the “Tenant Improvements”) Landlord is making to the Premises.

Agreements

- 1. Tenant Improvements; Conceptual Agreement.** Landlord shall perform all Tenant Improvements using Landlord’s own contractors and subcontractors. All Tenant Improvement work shall be done with appropriate permits and strictly in accordance with Landlord approved plans.

(a) Selection of Contractor. Landlord shall contract with _____ (“General Contractor”).

(b) Completion of Improvements. Landlord shall use commercially reasonable efforts to complete construction within sixty (60) days of full execution of the Lease and one month pre-paid rent.

2. Compliance with Laws. All of the Tenant Improvements shall be constructed and installed in compliance with all applicable Laws, including, without limitation, and as applicable, building codes as adopted and implemented by the City of Albuquerque, Title 24 and the ADA.

3. Early Occupancy. Tenant may be allowed early occupancy of the Premises to commence installation of internet, computer and telephone cabling prior to the Lease Commencement Date so long as the space is available for such installation and provided Tenant assumes all liability for its actions. Tenant hereby acknowledges that Landlord shall not be responsible for any loss or damage to any such furniture, fixtures and equipment of Tenant stored in the Building prior to the Lease Commencement Date while it is performing tenant improvements to the Premises.

4. Construction of Facilities. Landlord agrees to cause the Premises to be constructed at its own cost, pursuant to the Work Letter below to the design and specifications mutually agreed upon below:

- Paint—1 accent wall per room in school colors
- Paint bathroom stall doors
- Keep ‘Orbit’ wall in hallway and mosaic tile in entry, paint entry walls
- Replace sinks removed
- Parking lot lights not working
- Replace missing light bulbs
- Replace stained ceiling tiles
- Replace HVAC filters
- Remove arrows/tape on floors
- Clean/wax floors
- Refinish wood floors

- Replace fire extinguishers
- Overall inside cleaning
- Grounds clean-up & tidying up landscape
- Ensure outside sprinkler system is working
- Ensure inside/outside cameras working
- Ensure PA system is working
- Replace gaps in fencing
- Signage on building and on back corner of property, facing Coors Blvd (Tenant Responsibility)

FIRST LEASE AMENDMENT
Owner Maintains Facility to Statewide Adequacy Standards

FIRST AMENDMENT to LEASE AGREEMENT for 1401 Old Coors SW, Albuquerque, NM 87121.

This FIRST AMENDMENT to the LEASE AGREEMENT for 1401 Old Coors SW, Albuquerque, NM 87121 is entered into on March __, 2022 by and between **CSPS – COORS, LLC**, (“Owner”) and **Rio Grande Academy of Fine Arts** (“Lessee”) (collectively, the “parties”).

WHEREAS Owner and Lessee entered into a LEASE AGREEMENT dated April __, 2022 (“Agreement”); and

WHEREAS Owner and Lessee desire to amend the Agreement to clarify Owner’s maintenance obligations pursuant to ***NMSA 1978 Section 22-8B-4.2(D)(2)(a)***;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The Owner of the facility shall be responsible for maintaining the facility to the statewide adequacy standards applicable to charter schools, at no additional cost to Lessee or to the state, as set forth in ***NMSA 1978 Section 22-8B-4.2(D)(2)(a)***, or a successor statute.
2. In the event of any conflict between this FIRST AMENDMENT and the parties Agreement, this document will prevail over the parties Agreement.

IN WITNESS WHEREOF, the parties have executed this FIRST AMENDMENT, effective as of the date indicted above.

CSPS – COORS, LLC:

Print Name: Larry Rieder
Print Title: Manager

RIO GRANDE ACADEMY OF FINE ARTS:

Print Name: Kathy McClendon
Print Title: Chair, Governing Council