

THRIVE Community School

Contract

Performance Framework

Academic

School specific goals

Organizational

Financial

Appendices

Charter Contract Between the
New Mexico Public Education Commission
And
THRIVE Community School

This Charter Contract, (the “Contract”), is hereby entered into by and between the New Mexico Public Education Commission, (the “Commission”), and THRIVE Community School, (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 operational performance indicators, measures and metrics that will guide the evaluation of the School.

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

SECTION 1: DEFINITIONS

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

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

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

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

“Charter Representative(s)” means Governing Board Chair of the School and the Chair of the Public Education Commission as the person(s) authorized to sign the Contract, and other documents, on behalf of the School, and to legally bind the School to the Contract and other documents as required under the Act.

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

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

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

“Days” means calendar days.

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

“Division” means the Charter 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 obtain all required training hours to be provided by the Charter Schools Division and
 - 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.

THRIVE Community School is a diverse and affirming K-8 learning community that embraces social and emotional learning practices and utilizes evidence-based teaching to advance educational equity. We use innovative approaches to drive academic achievement, eliminate disparities in student outcomes, and reinforce a positive self-concept so that all students are positioned to follow paths of their choice.

- 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 633 students in grades K-8.
 - 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, which is 578 people at present, including staff.

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 THRIVE Community School 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. THRIVE Community School Foundation is in the process of being created to provide assistance to the School.
- ii. The legal agreement or Memorandum of Understanding governing the relationship between the School and the foundation is Appendix 2.
- iii. The identity of the Board of Directors and Executive Director of foundation with a conflict of interest disclosure from each are provided in Appendix 3.

6. Comprehensive Educational Program of the School: The School's educational program

shall be as described below:

- i. Extended School Day: THRIVE's school day is extended four days per week. One day per week the day is shortened to provide on-going professional development to teachers.
- ii. Staff Professional Development: THRIVE will offer teachers increased access to professional development that prepares them to effectively teach our students in a mission-aligned manner.
- iii. Social and Emotional Learning: THRIVE will provide a unique focus on social and emotional learning through small group learning structures, evidence-based curriculum/approaches, and restorative justice practices.
- iv. STEAM Labs: THRIVE will offer STEAM Labs four days a week to provide students with hands-on learning opportunities that focus on creating integrated learning opportunities in science, technology, engineering, arts & athletics, and mathematics.
- v. Flexible, Skill-Based Groups: THRIVE will utilize skill-based groups to ensure all students have access to foundational skill instruction that takes place in their zone of proximal development. This approach allows for cross grade level groupings that adapt to the mastery and learning pace of students.
- vi. Three Small Schools: THRIVE will grow to offer a three small-schools model (Primary School: K-2, Intermediate School: 3-5, and Middle School: 6-8). This will allow for an increased focus on developmentally appropriate instructional and cultural practices to meet the needs of our students, while also increasing the effectiveness of communication with parents and guardians.

The school 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 the training requirements established in Section 6.80.5 NMAC, as amended.
- vii. The School shall notify the Commission within 15 days of any and all allegations of, or convictions for, inappropriate contact with a student or other minor by a member of the Governing Body, and shall notify the Commission within 15 days of allegations of, or convictions for, any crime related to the misappropriation of school funds or theft of school property by a member of the Governing Body.
- viii. The members of the Governing Body have a duty to comply with the provisions of this Contract, all applicable laws, including, without limitation, the Act, all regulations, and reporting requirements.
- ix. The Governing Body is responsible for the policy decisions of the School; is responsible for hiring, overseeing, and terminating the Head Administrator of the School; and is entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.
- x. The Governing Body shall, at all times, be qualified to act as a qualified board of finance as demonstrated in Appendix 5.
- xi. In order to initially become qualified as a board of finance, the school shall provide:
 - a. The names, home addresses, personal email addresses, and personal phone numbers of each member of the board;
 - b. A statement signed by every member of the Governing Body stating that the Governing Body agrees to consult with the Department on any matter not covered by the manual of accounting and budgeting before taking any action relating to funds held as a board of finance;
 - c. A signed affidavit from each member of the Governing Body member declaring that the member is not a member of the governing body of any other charter school, unless it has been granted a waiver by the Secretary for that purpose, and that the member was not a governing

body member of another charter school that was suspended and was not reinstated, or failed to receive or maintain its board of finance designation; and

- d. An affidavit or affidavits, signed by the School's licensed business official who will be given the responsibility of keeping the financial records of the School, describing the training completed, professional licensure held and degrees earned by him or her;
 - e. A copy of a certificate of insurance that indicates that the person who will be entrusted with handling the funds of the School is adequately bonded.
- xi. Within 30 days of the change to any member of the Governing Body or the School's licensed business official who will be given the responsibility of keeping the financial records of the charter school, the school shall resubmit all information required in Section 4. Subsection 7 xi(a)-(e) above, revised to reflect the changes in staffing or board membership.
- xii. If at any time, the School's qualification as a board of finance is revoked by the Department, the Commission shall, at its next regularly scheduled meeting, consider whether to commence revocation proceedings to revoke the School's Charter. If the Commission decides not to revoke the charter, the School shall be required to develop and successfully implement a Corrective Action Plan to address the conditions and causes of the revocation of the School's qualification as a board of finance.

8. Operation:

- 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.

access to its students or the Facility will comply with state regulations regarding the use of volunteers set out in Section 6.50.18 NMAC.

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

- i. The School shall develop and implement policies and procedures to require background checks on an applicant who has been offered employment, and for all volunteers, contractors and contractor's employees with unsupervised access to students at the public school. The School shall comply with the Criminal Offender Employment Act.
- ii. The Head Administrator of the School shall report to the Department any known conviction of a felony or misdemeanor involving moral turpitude of a licensed or certified school employee.
- iii. The Head Administrator of the School or their respective designees shall investigate all allegations of ethical misconduct about any licensed or certified school employee who resigns, is being discharged or terminated or otherwise leaves employment after an allegation has been made, or incident occurs. If the investigation results in a finding of wrongdoing, the Head Administrator of the School shall report the identity of the licensed or certified school employee and attendant circumstances of the ethical misconduct on a standardized form to the Department and the licensed or certified school employee within thirty days following the separation from employment. No agreement between a departing licensed or certified school employee and the School shall diminish or eliminate the responsibility of investigating and reporting the alleged ethical misconduct, and any such provision or agreement to the contrary is void and unenforceable.

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

THRIVE Community School
7300 Old Santa Fe Trail
Santa Fe, NM

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:**
 - a. 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.
 - b. 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.
 - c. 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.

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

3. Organizational Performance Indicators and Evaluation:

- a. The School shall:
 - i. Comply with applicable federal, state and local rules, regulations and statutes relating to public education unless the School is specifically exempted from the provision of law.
 - ii. Timely submit all documentation, financial and other reports required by the Department or the Commission in order to evaluate the School’s compliance with applicable federal, state and local rules, regulations and statutes relating to public education.
 - iii. Provide a written copy to the Commission, within 15 days of receiving a written notice of complaint filed against the School alleging violations of federal, state, or local law, regulation or rule, or a final determination from another state government division or agency, or state or federal court regarding any such complaint against the School.
 - iv. Cooperate with the Commission or authorized representative to enable them to conduct annual site visits and all other auditing visits requested or required by the Commission or the Department.
 - v. Meet the organizational performance standards identified in the Organizational Performance Framework as adopted and modified periodically by the Commission.

- b. If the school fails to meet its organizational performance indicators, the School will be provided notice through the procedures in the Commission's Accountability Plan included in Attachment A.
- c. The school may be required to develop, submit and implement a Corrective Action Plan to address deficiencies in its organizational performance. All Corrective Action Plans must be submitted to the Commission, but the Commission will not evaluate the quality of, or approve, the plan. The Commission may evaluate implementation of the plan through its site visits and provide feedback to the School regarding fidelity of implementation and effectiveness of the plan in improving school performance.
- d. Failure to meet the organizational performance standards shall be sufficient justification to revoke or non-renew the School's Charter.
- e. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

4. Financial Performance Indicators and Evaluation:

- a. The School shall:
 - i. Meet generally accepted standards of fiscal management, which shall include complying with all applicable provisions of the Public School Finance Code, the Procurement Code, and the Audit Act; paying debts as they fall due or in the usual course of business; complying with all federal requirements related to federally funded programs and awards; refraining from gross incompetence or systematic and egregious mismanagement of the School's finances or financial records; and preparing and fairly presenting its financial statements in accordance with accounting principles generally accepted in the United States of America, which include the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
 - ii. Timely submit all documentation, financial and other reports required by the Department or the Commission. The School shall further timely submit any Corrective Action Plans or additional financial reporting or documentation that may be required by the Department or the Commission.
 - iii. Cooperate with the Commission to enable them, or its authorized representative to conduct all auditing visits requested or required by the Commission or the Department.

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

- a. 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 conduct, 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.

- b. 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. Violated any provision of law from which the School was not specifically exempted, or
 - e. For a charter school located on tribal land, failed to comply with ongoing consultations pursuant to the Indian Education Act.
- ii. **Procedures and Timeline:** The Commission shall utilize the following revocation process:
 - a. Notify the school at least 7 days prior to a regularly scheduled meeting

that it will be on the agenda for consideration of whether to issue a Notice of Intent to Revoke the Charter.

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

1. State the legal basis for the potential revocation, and reasonably identify the evidence that the Commission has to support the existence of the legal basis;
2. Identify the date, location, and time at which a revocation hearing will be held;
3. Establish deadlines for the School and the Commission to present written materials and all evidence that will be used during the hearing; and
4. Identify if the hearing will be conducted by the Commission or by an impartial hearing officer. If a hearing officer is to be used, the Notice shall establish the date on which the Commission will consider whether to accept, reject, or modify the hearing officer's findings of facts, conclusions of law, and recommendations.

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

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

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

- a. Committed a material violation of any of the conditions, standards or procedures set forth in the Contract,
- b. Failed to meet or make substantial progress toward achievement of the Department's standards of excellence or student performance

standards identified in the Contract,

- c. Failed to meet generally accepted standards of fiscal management,
 - d. Violated any provision of law from which the School was not specifically exempted, or
 - e. For a charter school located on tribal land, failed to comply with ongoing consultations pursuant to the Indian Education Act.
- ii. Procedures and Timeline: The Commission shall utilize the following renewal process:
- a. At least one year prior to the date on which the school will apply for renewal, the Commission's authorized representatives will notify the school of its preliminary renewal profile.
 - b. The Commission's authorized representatives will provide the School with a preliminary application analysis and recommendation. The recommendation shall:
 - 1. State the legal basis for potential non-renewal, and reasonably identify the evidence to support the existence of the legal basis; and
 - 2. Establish deadlines for the School to present its written materials and all evidence that will be used to respond to the recommendation, 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 ("Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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	Chair of the Public Education Commission New Mexico Public Education Commission 300 Don Gaspar Santa Fe, NM 87505
At the email addresses provided by the Charter School to the PED and listed on	

<p>a PED maintained school directory.</p> <p>Email is the primary notification.</p>	<p>At the email address of the Chair of the Public Education Commission as listed on the PEC website with a copy to: charter.schools@state.nm.us.</p> <p>Email is the primary notification.</p>
---	--

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

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

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

THRIVE COMMUNITY SCHOOL

Executed this 28th day of April 2022.

By R. Valverde

Randy Valverde, Charter Representative for THRIVE Community School

NEW MEXICO PUBLIC EDUCATION COMMISSION

Executed this 30th 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;">42</p> <p>1 COMMISSIONER CARRILLO: How is everything 2 going with -- you know, because it is nearly the end 3 of May, and I'm just curious if you could just do a 4 really -- like, a quick update as to how that's 5 going. Hi, Sean. 6 MR. SEAN DUNCAN: Hi, Commissioner 7 Carrillo and members of the Commission. I 8 apologize. 9 Commissioner Carrillo, I was transferring 10 in as you were sort of stating your question. I 11 just want to make sure I catch it. 12 COMMISSIONER CARRILLO: The question was 13 just a quick update on the property, because you 14 have a new property you're moving into. 15 MR. SEAN DUNCAN: Yes. So on -- a week 16 ago, we picked up the keys to the facility. It is 17 in ready shape for us. There's a couple of small 18 repairs that needed to be made, and so far, so good. 19 We have a whole bunch of stuff ordered to 20 be delivered throughout June, July, and, hopefully, 21 not too far into August before kids come. But so 22 far, so good. 23 In terms of the response from families, 24 everyone has been super excited about it. We are 25 utilizing some of our CSP funds to provide</p>	<p style="text-align: right;">44</p> <p>1 questions or comments? 2 (No response.) 3 THE CHAIR: All right. I would entertain 4 a motion at this time, then. 5 Commissioner Voigt. 6 COMMISSIONER VOIGT: Yes. I'd like to 7 move that the Public Education Commission adopt the 8 charter contract and Performance Framework for the 9 THRIVE Community School, identified as Document 10 06.I.dot 1-2, for the 2022-to-2027 charter term. 11 And I further move that the contract be signed by 12 the Chair and the complete contract packet be sent 13 to the Charter School Division. 14 COMMISSIONER ROBBINS: I'll second. 15 THE CHAIR: All right. We have a motion 16 by Vice Chair Voigt and a second by Commissioner 17 Carrillo. 18 Any discussion -- any further discussion? 19 Commissioner Voigt? 20 COMMISSIONER VOIGT: Yeah. You know, it's 21 so refreshing to see a new charter school kicking 22 off with a strong Social Emotional Learning focus. 23 And this school has probably at least 200 hours of 24 educational admin experience under its belt. 25 So it's going to be greatly successful.</p>
<p style="text-align: right;">43</p> <p>1 transportation in our first year. So the -- the -- 2 sort of like the proximity to where most families 3 live has not really impacted families' decisions 4 overall. So, so far, so good. 5 COMMISSIONER CARRILLO: That's good news. 6 And the plan was to still, like three years down the 7 road, to be on the other side of town with the 8 community you want to serve; right? 9 MR. SEAN DUNCAN: That is our goal. 10 Absolutely. As soon as we build -- are done 11 building furniture with small Allen wrenches, we're 12 going to turn our attention to figuring out our 13 long-term plan. 14 COMMISSIONER CARRILLO: Terrific. And 15 Julia commented on the inclusion of SEL and 16 (inaudible). 17 I'll also comment on the commitment to 18 professional development for teachers. So thank you 19 very much for all you guys are doing, and I look 20 forward to it. 21 MR. SEAN DUNCAN: Thank you, Commissioner 22 Carrillo and members of the Commission. Appreciate 23 the opportunity to be here. 24 COMMISSIONER CARRILLO: Of course. 25 THE CHAIR: All right. Any other</p>	<p style="text-align: right;">45</p> <p>1 And I just also want to name that with the 2 gentrification in Santa Fe, it's hugely appreciated 3 that this school is focusing on an area of Santa Fe 4 that has been historically marginalized. 5 So I wanted to name that and just state my 6 appreciation for that focus. 7 COMMISSIONER CARRILLO: Ditto. 8 THE CHAIR: All right. Secretary Armijo, 9 vote? 10 COMMISSIONER ARMIJO: Thank you. 11 Commissioner Manis. 12 COMMISSIONER MANIS: Yes. 13 COMMISSIONER ARMIJO: Commissioner 14 Robbins. 15 THE CHAIR: You didn't unmute, 16 Commissioner Robbins. 17 COMMISSIONER ROBBINS: Yes. 18 COMMISSIONER ARMIJO: Thank you. 19 Commissioner Armijo votes yes. 20 Chair Burt. 21 THE CHAIR: Yes. 22 COMMISSIONER ARMIJO: Vice Chair Voigt. 23 COMMISSIONER VOIGT: Yes. 24 COMMISSIONER ARMIJO: Commissioner 25 Carrillo.</p>

<p style="text-align: right;">46</p> <p>1 COMMISSIONER CARRILLO: Yes.</p> <p>2 COMMISSIONER ARMIJO: And Commissioner</p> <p>3 Gipson.</p> <p>4 COMMISSIONER GIPSON: Yes.</p> <p>5 COMMISSIONER ARMIJO: That passes.</p> <p>6 THE CHAIR: Okay. Great.</p> <p>7 That'll take us to Item "j," Vista Grande</p> <p>8 Charter High School.</p> <p>9 This is newly authorized by the PEC as a</p> <p>10 previously locally-authorized charter.</p> <p>11 So we will be approving two documents.</p> <p>12 There's no conditions. The two documents will be</p> <p>13 the new contract and the Performance Framework.</p> <p>14 There is some innovation in this school's</p> <p>15 Performance Framework.</p> <p>16 First, while the school -- the school will</p> <p>17 continue to take State assessments and be governed</p> <p>18 by PED requirements. However, the indicator which</p> <p>19 was the first State accountability indicator is</p> <p>20 going to be replaced with alternative measures.</p> <p>21 There will be six alternative measures and</p> <p>22 then still keeping five State Assessment scoring.</p> <p>23 Indicator 2 is unchanged and will be</p> <p>24 assessed using State data.</p> <p>25 The mission goals are on Page 13 of this</p>	<p style="text-align: right;">48</p> <p>1 Act doesn't require that. It requires that a set</p> <p>2 number of things be in the Performance Framework.</p> <p>3 So the school went in a different route and said,</p> <p>4 "We want to look at this a different way."</p> <p>5 So we have put in a section about the law</p> <p>6 to show what they have done that is different. My</p> <p>7 view is it complies with the law. Even though it's</p> <p>8 done in an alternative way, we have put that into</p> <p>9 the document so that the document itself is</p> <p>10 self-explanatory.</p> <p>11 And then they have also done the point</p> <p>12 system and aligned everything in the way that is</p> <p>13 consistent with the way that you all have been doing</p> <p>14 it.</p> <p>15 And the goals, they have done a new one</p> <p>16 for four PLB curricular units. They have done</p> <p>17 another one for ELA growth using MAPs.</p> <p>18 COMMISSIONER VOIGT: I'm sorry, Julia.</p> <p>19 That's "PBL," not "PLB."</p> <p>20 MS. JULIA BARNES: PBL. Sorry.</p> <p>21 A third one is a math growth assessment.</p> <p>22 The fourth one is a writing rubric.</p> <p>23 The fifth one is a science assessment.</p> <p>24 The sixth one is proficiency and</p> <p>25 professional skills and an internship and mentor</p>
<p style="text-align: right;">47</p> <p>1 Performance Framework.</p> <p>2 The first is that seniors will succeed and</p> <p>3 defend a capstone project. The second mission goal</p> <p>4 is that full-academic-year students will exceed</p> <p>5 their projected academic growth, as measured by</p> <p>6 math, English Language Arts assessments.</p> <p>7 Ms. Barnes.</p> <p>8 MS. JULIA BARNES: Thank you. I want to</p> <p>9 clarify something.</p> <p>10 Sorry.</p> <p>11 The -- the information that I provided to</p> <p>12 you that you just went over, I want to clarify --</p> <p>13 I'm sorry -- that there's only one mission-specific</p> <p>14 goal, not two. So I'm sorry about that.</p> <p>15 It is the capstone project.</p> <p>16 And the other goal continues to exist, but</p> <p>17 it exists under Indicator 1.</p> <p>18 So let me just go back to what they have</p> <p>19 done and what the subcommittee did, just so that</p> <p>20 everyone understands a little bit more fully what</p> <p>21 you just went over.</p> <p>22 The Performance Framework has two</p> <p>23 indicators, 1 and 2, that are both based on State</p> <p>24 data.</p> <p>25 There is an ability -- the Charter School</p>	<p style="text-align: right;">49</p> <p>1 placement.</p> <p>2 And then, as the Chair said, they have</p> <p>3 kept anything else, like the ELL goal, the</p> <p>4 graduation rate, they'll use State data for a lot of</p> <p>5 that.</p> <p>6 The reason that there's only one</p> <p>7 mission-specific goal is because many -- many goals</p> <p>8 were added and used in Indicator 1. So that's</p> <p>9 not -- in my view, that's not even a change. All of</p> <p>10 these are mission-related for the school.</p> <p>11 And they've kept Indicator 2, which is the</p> <p>12 subgroup performance. They are looking at it a</p> <p>13 different way internally. But to turn it into a</p> <p>14 goal proved a little bit more challenging right now.</p> <p>15 That doesn't mean they might not come back later for</p> <p>16 you.</p> <p>17 So I -- and then, finally, Indicator 1,</p> <p>18 all of those elements will be a high school</p> <p>19 37.5 percent of their scoring, subgroup 25 percent,</p> <p>20 consistent with what you've done with other schools,</p> <p>21 and the mission-specific goal will be 37.5 percent.</p> <p>22 So it's done in a different way. But the</p> <p>23 subcommittee, and, in particular, the school, spent</p> <p>24 a lot of time aligning this with what the Charter</p> <p>25 School Act requires. And I -- I went over it</p>



Agenda

THRIVE Community School Governing Board Meeting

April 28th, 2022 | Time: 6:00pm

Location: Zoom

I. **Opening Business**

A. Call to Order: The meeting was called to order at 6:05pm.

B. Roll Call

Randi Valverde (Chair): Present

Nora Geiss (Vice Chair): Absent

Brian Crider (Treasurer): Joined meeting at 6:07

Jose Lopez (Secretary): Absent

Donald Walcott: Present

Ellen Moore: Present

Also attending: Sean Duncan (Executive Director), Amy Chacon (Co-Founder), Cozette Hansen (Realtor)

C. Approval of Agenda

Discussion: Randi Valverde made a motion to table the following items: Item IV.O Next Step Plan due to the plan needing more feedback from CSD prior to the board approving, as well as

Motion: Ellen Moore

Second: Brian Crider

In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde

Opposed: None

D. Conflict of Interest Disclosure

E. Approval of Meeting Minutes From March 24th, 2022

Motion: Ellen Moore

Second: Brian Crider

In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde

Opposed: None

II. **Public Input** (10 minute time limit, speakers limited to 2 minutes each)

No members of the public were present to provide input. Ms. Hansen, THRIVE's realtor, was present to speak during the lease discussion.

III. **Implementation Year Checklist Committee Report**

A. 3/1 items feedback overview

B. Discussion of, and vote on Charter Contract with the Public Education Commission

Discussion: Randi Valverde reported that the PEC was impressed with our mission specific goals and that the other portions of the contract are all standard. She recommended that the board approve the contract with the PEC.

THRIVE Community School is a diverse and affirming K-8 learning community that embraces social and emotional learning practices and utilizes evidence-based teaching to advance educational equity. We use innovative approaches to drive academic achievement, eliminate disparities in student outcomes, and reinforce a positive self-concept so that all students are positioned to follow paths of their choice.



Motion: Donal Walcott

Second: Ellen Moore

In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde

Opposed: None

IV. Policies and Procedures Committee Report

A. Discussion of, and vote on 2022-2023 School Calendar

Discussion: Brian Crider asked if the changes from 180 days to 175 days was due to the issues with ELTP. Sean Duncan confirmed that PED was requiring new schools to do a minimum of 190 days to participate in ELTP. he reported that the school has applied to participate in the K-12+ Pilot program which would add 5 days to the school year and the equivalent of 5 days in minutes by adding 15 minutes to each day Monday-Thursday.

Motion: Ellen Moore

Second: Brian Crider

In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde

Opposed: None

B. Discussion of, and vote on Co-Director Organizational Chart

Discussion: Randi Valverde shared that this revised model, a co-director model, is a wise choice given the amount of work required of charter leaders.

Motion: Ellen Moore

Second: Brian Crider

In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde

Opposed: None

C. Discussion of, and vote on revised Leave Policies

Discussion: Randi Valverde shared that sick leave would be accrued 2 days a month, at the beginning of the month, until all leave had been accrued according to an employee's contract.

Motion: Brian Crider

Second: Ellen Moore

In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde

Opposed: None

D. Discussion of, and vote on revised Internal Controls

Discussion: Randi Valverde shared that the Internals were revised based on CSD feedback and to also reflect the co-directorship model.

Motion: Brian Crider

Second: Ellen Moore

In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde

Opposed: None



- E. Discussion of, and vote on revised Student Discipline/Code of Conduct Policy
Discussion: Randi Valverde shared that CSD advised the school to make levels of infractions and corresponding responses clearer and to add more clarity on Restorative Justice Practices as the school is trained in them and tests them out, and vets them with families.
Motion: Ellen Moore
Second: Donald Walcott
In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde
Opposed: None
- F. Discussion of, and vote on revised Administration of Medical Cannabis in Schools Policy
Discussion: No discussion.
Motion: Ellen Moore
Second: Brian Crider
In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde
Opposed: None
- G. Discussion of, and vote on Separate Lottery & Enrollment Policies
Discussion: Sean Duncan shared that this policy had been developed back in November, however, the Implementation Year checklist did not call for Board Approval at that time. THRIVE did not need to run a lottery this year however, having this policy approved by the governing board is required.
Motion: Donald Walcott
Second: Brian Crider
In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde
Opposed: None
- H. Discussion of, and vote on Gun Free Schools Policy
Discussion: No discussion.
Motion: Ellen Moore
Second: Donald Walcott
In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde
Opposed: None
- I. Discussion of, and vote on Homeless Education & Assistance Policy
Discussion: No discussion.
Motion: Ellen Moore
Second: Brian Crider
In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde
Opposed: None



J. Discussion of, and vote on Immunizations Policy

Discussion: No discussion.

Motion: Ellen Moore

Second: Donald Walcott

In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde

Opposed: None

K. Discussion of, and vote on Pest Control Policy

Discussion: No Discussion.

Motion: Donald Walcott

Second: Ellen Moore

In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde

Opposed: None

L. Discussion of, and vote on Special Education & 504 Policy

Discussion: No Discussion.

Motion: Brian Crider

Second: Ellen Moore

In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde

Opposed: None

M. Discussion of, and vote on English Learner Identification & Services Manual

Discussion: No Discussion.

Motion: Donald Walcott

Second: Ellen Moore

In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde

Opposed: None

N. Discussion of, and vote on Athletic Equity Policy

Discussion: No Discussion.

Motion: Ellen Moore

Second: Brian Crider

In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde

Opposed: None

O. Discussion of, and vote on Health Services Policy

Discussion: No Discussion.

Motion: Donald Walcott

Second: Brian Crider



In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde

Opposed: None

- P. Discussion of, and vote on Next Step Policy

Discussion: This item was tabled to the next meeting to provide more time to develop it.

V. Recruitment Committee Report

- A. Update on Student Enrollment: THRIVE currently has 64 seats accepted for next school year.
- B. Upcoming Student Recruitment Activities: THRIVE will be focusing effort on phone banking, and canvassing moving forward. THRIVE will hold registration events and will distribute additional STEM Kits and Books to encourage new families to sign up and experience aspects of THRIVE's program.

VI. Facility Committee Report

- A. Discussion of, and possible action on a Facility for the 2022-23 School Year

Discussion: Brian Crider reported that the lease had been vetted by the attorney and final details had been worked out. POMs and associates came to the property on the 27th and said there were no issues with the space, including the fencing around the pool. Brian asked the board to consider the lease for approval during the special meeting that was taking place on the 5th. Sean Duncan clarified that the purpose of the special meeting was for the budget, but that the attorney, Dan Hill, had said that the lease was appropriate for approval.

Motion: Brian Crider

Second: Ellen Moore

In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde

Opposed: None

VII. Finance Committee Report

- A. Discussion of, and vote on 2022-23 Executive Director Contracts

Discussion: This item has been rolled to the next meeting.

- B. Discussion of, and vote on #BAR 0005-1

Discussion: Brian shared that this grant was from THRIVE's work with the Pulitzer Education Network and the 1619 project.

Motion: Donald Walcott

Second: Brian Crider

In Favor: Brian Crider, Ellen Moore, Donald Walcott, Randi Valverde

Opposed: None

VIII. Executive Director Updates

- A. Update on Grants (CSP, NewSchools, Charter School Growth Fund, Pulitzer, LANL)



Updates: Sean Duncan shared that CSP has continued to be an issue in terms of receiving cash advances on time. He asked the board to consider drafting a letter to PED to document issues we've experienced with the administration of the CSP grant from CSD and ASD. Randi Valverde suggested that Sean work with Mike Vigil to put together a list of problems that have occurred. Sean shared that the team interviewed for the NewSchools Venture Fund Launch Funding Grant and Charter Schools Growth Fund Seed Grant, which they will hear about later in May and early June. The team also learned in the past two weeks that they were awarded 5,000 from the Los Alamos National Lab Foundation for Social and Emotional Learning Programming, and \$4,900 for a Project Lead the Way Grant to fund STEM activities in grade K-5.

B. Update on Staff Hiring

Update: THRIVE has made four verbal offers to teachers so far. Once the budget is in place we can make formal offers and determine what additional positions we have available.

IX. Adjournment

The meeting was adjourned at 6:51pm. The next regular meeting will be held on May 26th, 2022 at 6pm on Zoom. A special meeting will be held on Thursday May 5th, 2022 at 7 pm to consider the 2022-23 budget.

New Mexico Public Education Commission



New Mexico Public Education Commission Charter Performance Review and Accountability System

THRIVE Community School
2022-2027

Approved by the Public Education Commission: April 8, 2022

Table of Contents

Introduction	2
Performance Review and Accountability System Objectives.....	2
Appendix A: Academic, Organizational, and Financial Performance Framework.....	3
Academic Performance Framework	3
Organizational Performance Framework.....	10
Financial Performance Framework.....	17
Annual Performance Review Activities	19
Intervention Ladder.....	20

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’s 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 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 (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 THRIVE Community School

Goal #1:

Mission Specific Indicator #1 Affective Development		Points Assigned
Exceeds Standards	80% or more of students, after attending THRIVE Community School for one full year,** respond favorably* to SEL survey items as measured from Panorama Education's Social and Emotional Learning Student Survey and Kelvin Education's SEL and Culture/Climate surveys during end-of-year (May) universal screening/benchmarking.	100

Meets Standards	70-79% of students, after attending THRIVE Community School for one full year,** respond favorably* to SEL survey items as measured from Panorama Education's Social and Emotional Learning Student Survey and Kelvin Education's SEL and Culture/Climate surveys during end-of-year (May) universal screening/benchmarking.	75
Does Not meet Standards	60-69% of students, after attending THRIVE Community School for one full year,** respond favorably* to SEL survey items as measured from Panorama Education's Social and Emotional Learning Student Survey and Kelvin Education's SEL and Culture/Climate surveys during end-of-year (May) universal screening/benchmarking.	25
Falls Far Below Standards	Less than 60% of students, after attending THRIVE Community School for one full year,** respond favorably* to SEL survey items as measured from Panorama Education's Social and Emotional Learning Student Survey and Kelvin Education's SEL and Culture/Climate surveys during end-of-year (May) universal screening/benchmarking.	0

*Respond favorably represents selected four or five on a five-point Likert scale

**Students who are enrolled for the 40th and 120th day counts

Goal #2:

Mission Specific Indicator #2 Cognitive Development		Points Assigned
Exceeds Standards	As measured by AIMSweb Plus's Fluency Assessment, after attending THRIVE Community School for two full years*, the gap in performance (disparity) will be no more than 15 percentile points for students in kindergarten (2022-2023) and first grade between specific student subgroups identified in the Yazzie and Martinez Consolidated Lawsuit (i.e. socioeconomically	100

	disadvantaged children, English Learners, and Native American students) and the highest performing subgroup category.	
Meets Standards	As measured by AIMSweb Plus's Fluency Assessment, after attending THRIVE Community School for two full years*, the gap in performance (disparity) will be between 16-20 percentile points for students in kindergarten (2022-2023) and first grade between specific student subgroups identified in the Yazzie and Martinez Consolidated Lawsuit (i.e. socioeconomically disadvantaged children, English Learners, and Native American students) and the highest performing subgroup category.	75
Does Not meet Standards	As measured by AIMSweb Plus's Fluency Assessment, after attending THRIVE Community School for two full years*, the gap in performance (disparity) will be between 21-25 percentile points for students in kindergarten (2022-2023) and first grade between specific student subgroups identified in the Yazzie and Martinez Consolidated Lawsuit (i.e. socioeconomically disadvantaged children, English Learners, and Native American students) and the highest performing subgroup category.	25
Falls Far Below Standards	As measured by AIMSweb Plus's Fluency Assessment, after attending THRIVE Community School for two full years*, the gap in performance (disparity) will be 26 percentile points or more for students in kindergarten (2022-2023) and first grade between specific student subgroups identified in the Yazzie and Martinez Consolidated Lawsuit (i.e. socioeconomically disadvantaged children, English Learners, and Native American students) and the highest performing subgroup category.	0

*Students who are enrolled for the 40th and 120th day counts

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 determined to be valid and demonstrate a student with disabilities' 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 determined to be valid that demonstrate an English Learner 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, 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. 	

3.d. Is the school respecting employee rights?	<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>. 	
3.e. Is the school completing required background checks and reporting ethical violations?	<ul style="list-style-type: none"> • The school maintains legally compliant background checks in all staff files including evidence of background checks for substitutes, all contracted service providers, and anyone with unsupervised access to students. <i>(NMSA 22-10A-5)</i> • The school reports incidents of violations of teacher/licensed staff ethical rules or criminal convictions to the PED pursuant to the School Personnel Act. <i>(NMAC 6.60.8.8 and NMSA 22-10A-5)</i> 	
4. SCHOOL ENVIRONMENT		
4.a. Is the school complying with facilities requirements?	<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, <i>Sections 59A-52-1 through 59A-52-25 NMSA 1978</i> - Written records of pesticide applications will be kept for three years at each school site and be available upon request to parents, guardians, students, teachers and staff. 	

4.b. Is the school complying with transportation requirements?	<ul style="list-style-type: none"> ● If the school owns a school bus or otherwise provides student transportation, the school has no verified complaints about following applicable statutes, regulations, or policies related to providing transportation. 	
4.c. Is the school complying with health and safety requirements?	<ul style="list-style-type: none"> ● The school conducts all required emergency drills and practiced evacuations. (<i>NMSA 22-13-14 and NMAC6.29.1.9(O)</i>) ● The school submits school wellness and safety plans, and all required revisions, in accordance with deadlines to the PED. (NMAC 6.12.6.8) ● The school has evidence that it complies <i>with 24-5-2 NMSA 1978</i> 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's accountability oversight and for compliance with state and federal funding and reporting requirements.

Annual School Visits

The PEC's authorized representative(s) conduct **annual site visits** to all schools to collect data for the performance framework evaluation and provide feedback as technical assistance. Site visits may be differentiated based on school performance, including academic, financial, and organizational performance.

New school visits are conducted within the first 40 days after new school opening to collect data for the performance framework evaluation and to provide early feedback and intervention as technical assistance, if necessary.

Renewal visits are conducted during the fall of the charter school's renewal year and provide additional insights to inform the PEC charter school renewal decisions, especially for schools not meeting performance expectations.

Visits can include a combination of any of the following: file audits, classroom observations, a facility review, and staff, board, and student and family interviews.

Annual Performance Review

The PEC's authorized representative(s) evaluate all schools against the PEC Performance Framework annually, which is comprised of academic, financial, and organizational performance metrics.

The PEC's authorized representative(s) share initial performance framework feedback and evaluations with charter school boards and administrative leaders for review and feedback.

The PEC, through its authorized representative(s), issues any Notices of Concern or Breach related to annual performance reviews.

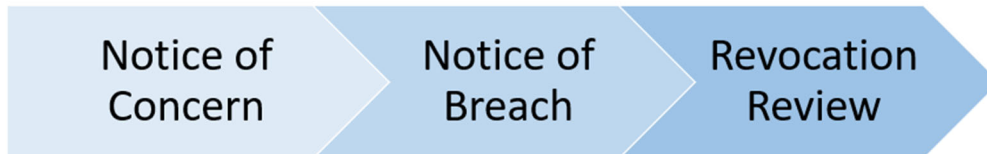
The PEC approves and publishes Annual Performance Reports for schools.

See Appendix A for the current PEC Charter School Performance Framework.

Intervention Ladder

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

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



Notice of Concern

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

The PEC will issue a Notice of Concern at a properly noticed public meeting. The PEC’s authorized representative(s) shall provide schools notice that they will be appearing on the PEC’s agenda for the purposes of issuing a Notice of Concern at least 10 days prior to the meeting. As part of issuing a Notice of Concern, the PEC will establish expected outcomes and deadlines³ that must be met by the school. The deadline established for correction shall be no less than 10 days including holidays and weekends, unless the matter is an emergency matter⁴ in which case the deadline shall be no less than 72 hours.

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

Notice of Breach

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

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

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

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

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

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

Revocation Review

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

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

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

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

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

Status	Triggers/Evidence	Actions/Consequences
Notice of Concern	<ul style="list-style-type: none"> ● Failure to meet performance standards represented in the performance framework. ● Receipt of verified complaint of significant concern. ● Evidence of not meeting performance expectations through routine monitoring or school visit. ● Failure to comply with terms of the charter. 	<ul style="list-style-type: none"> ● Appearance before the PEC at public meeting. ● Letter to school leader and governing board detailing areas of concern and specific outcomes and timeline for correcting the performance gap.
Notice of Breach	<ul style="list-style-type: none"> ● Failure to meet objectives identified in a Notice of Concern. ● Evidence of material or significant failure to comply with applicable laws. ● Actions or operational deficiencies that may endanger the well-being of students and/or staff, or negatively impact the viability of the school. 	<ul style="list-style-type: none"> ● Appearance before the PEC at public meeting. ● Letter to school leader and governing board giving notification of breach and outlining additional terms of oversight and monitoring. ● School develops, submits, and implements a Corrective Action or Improvement Plan with specific improvements, objectives, timelines, and measures that results in correction of the breach. ● The PEC, through authorized representative(s), monitors implementation of Corrective Action or Improvement Plan.
Revocation Review	<ul style="list-style-type: none"> ● Failure to successfully meet the terms of the Corrective Action or Improvement Plan. ● Repeated failure to meet the material terms of the charter agreement. ● Illegal behavior, fraud, misappropriation of funds. ● Extended pattern of failure to meet performance expectations set forth in the charter agreement. ● Repeated failure to comply with applicable law. ● for a charter school located on tribal land, failed to comply with ongoing consultations pursuant to the Indian Education Act. 	<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.

THRIVE Community School

Appendix 1

Partner Agreement

No documents

THRIVE Community School

Appendix 2

Foundation Agreement

The THRIVE Community School Foundation is in the process of being established, however, it has not yet been established. Once it has been established the school will supply a copy of the Memorandum of Understanding that governs the relationships between the school and the foundation.

THRIVE Community School

Appendix 3

Foundation Conflicts of Interest

Once the THRIVE Community School Foundation has been established, THRIVE will update Appendix 3 with the identity of the Board of Directors.

THRIVE Community School

Appendix 4

Bylaws



Governing Body Bylaws

THRIVE Community School Governing Board

I. Governing Board

Section 1: The governance of THRIVE Community School is entrusted to the Governing Board.

Section 2: In addition to all powers conferred upon the Governing Board by New Mexico law, the Governing Board shall have the power to:

1. review and adopt the school's mission statement;
2. review and adopt bylaws and establish policies consistent with the school's mission;
3. hire, evaluate, set compensation and employment terms for, and terminate the School Leader;
4. oversee financial matters for the school, including approving the annual school budget and authorizing designees to sign checks and legal documents on behalf of the school, including regular monitoring of internal controls.

Section 3: The Governing Board shall establish the number of Members, which shall consist of at least 5 Members and no more than 9 Members. All Members shall have identical rights and responsibilities.

Section 4: The Governing Board does not have a limit on the number of consecutive or non-consecutive terms that can be served by a Member. At least three (3) initial Members shall serve a term of three (3) years from the date of their appointments, or until their successors are seated. At least two (2) members will serve a two(2) year term. A full term shall be considered to have been served upon the passage of three (3) or two(2) years since the date the Member was selected to the Board, depending upon their term. The staggered approach will occur to ensure that the Board grows incrementally and recruitment needs are effectively met. After election, the term of a Member may not be reduced, except for cause as specified in these bylaws or to support continuity of the Board.

Section 5: Recruitment and selection of Governing Board members will reflect qualities, qualifications and diversity determined by the Board, delineated in the Job Description of the Governing Board, all of which shall support the fulfillment of THRIVE Community's School mission.

Section 6: Any vacancy occurring in the Governing Board and any position to be filled by reason of an increase in the number of Members may be filled upon a simple majority vote of the seated members, within 45 days of the vacancy. A member elected to fill the vacancy shall be elected for the unexpired terms of the predecessor.



Section 7: A Member may resign at any time by sending a written resignation to the Chair of the Governing Board. This may take the form of an email.

Section 8: The Governance Committee shall be charged with recruiting and recommending potential Board members to the full Board. The Governance Committee shall present names of potential board members for consideration during any meeting of the Board as part of committee updates. Potential Board members shall reflect skill sets that best serve the mission of THRIVE.

Section 9: The Governing Board may remove any Officer or Member with a simple majority vote of a quorum of the Governing Board at any regular or special meeting of the Board, provided that a statement of the reason or reasons shall have been mailed by Registered Mail to the Officer or Member proposed for removal at least thirty (30) days before any final action is taken by the Governing Board. This statement shall be accompanied by a notice of the time when, and the place where, the Governing Board is to take action on the removal. The Officer or Member shall be given an opportunity to be heard and the matter considered by the Governing Board at the time and place mentioned in the notice. Reasons for removal can include, but are not limited to (1) missing three or more consecutive regular Board meetings; (2) Failure to participate in and contribute to assigned committee work; (3) violations of state or federal law.

Section 10: Members of the Governing Board:

1. Shall receive no payment apart from pre-approved reimbursement for per diem according to the New Mexico Per Diem and Mileage Act. All receipts must be turned in.
2. Shall provide THRIVE Community School with the highest degree of undivided duty, professionalism, and care, and shall undertake no enterprise to profit personally from their position with THRIVE Community School.
3. Shall be bound by the Code of Conduct and Conflict of Interest laws and policies.
4. Shall have no direct or indirect financial interest in the assets or leases of the THRIVE Community School.
5. Shall not individually, or as part of a business or professional firm, be involved in the business transactions or current professional services of THRIVE Community School.
6. Shall not concurrently serve on any other charter school governing board.
7. Shall uphold and comply with all applicable conflicts of interest laws.

Section 11: The Governing Board may revise and update bylaws throughout the life of the charter. This can occur, as needed, during any scheduled board meeting. During the first meeting of each fiscal year, the Governing Board will officially review the bylaws, as they are written, to determine if any changes are necessary.



II. Meetings

Section 1: There shall be a minimum of 12 regular meetings of the Board held each year. Regular meetings of the Board shall be as prescribed by the Board's Annual Open Meetings Act Resolution.

Section 2: Special meetings of the Governing Board may be called by the Board Chair or by a majority of the Governing Board, by issuing notice to each Member five (5) calendar days prior to the meeting.

Section 3: A simple majority of the Members shall constitute a quorum for the transaction of business at any regular or special meeting of the Governing Board.

Section 4: The Governing Board shall follow Robert's Rules for all meetings. Any such meeting, whether regular or special, that is held in compliance with sections 1 or 2 of Article III shall constitute a meeting of the Governing Board, and shall subscribe to the policies, procedures, and rules adopted by the Governing Board.

Section 5: Notice of all regular and special meetings of the Governing Board, an agenda of all items to be discussed at such meetings, and agenda support materials shall be circulated to all members prior to the meeting, and shall be made available to the public in compliance with the Open Meetings Act and the School's Annual Open Meetings Act Resolution.

Section 6: An absentee Governing Board Member may not designate an alternate to represent them at a Governing Board meeting.

III. Officers

Section 1: There shall be four (4) elected Officers of the Governing Board: a Board Chair, a Vice-Chair, a Secretary, and a Treasurer. Members may not hold more than one office.

Section 2: The election of Officers shall be held as needed, specifically as positions come to term or members resign their positions or are removed. As this circumstance arises, the Governance Committee shall present selected Board Member nominees to the Governing Board for consideration and vote.

Section 3: In the event that the office of the Board Chair becomes vacant, the Vice-Chair shall become Chair for the unexpired portion of the term, unless an election for a new Chair is desired by a simple majority of a quorum of the Board present at any regular or special meeting. In the event that the office of Vice-Chair, Secretary, or Treasurer becomes vacant, the Chair shall appoint Interim Officers to fill such vacant offices until a scheduled meeting of the Board can be held at which time an election for the vacant office shall be held.



Section 4: The Board Chair shall preside at all meetings of the Governing Board. In the Chair's absence, the Vice-Chair shall preside. The Chair is responsible for setting the agenda for all meetings, calling any special meetings, and appointing members to chair all committees. The chair may collaborate with the Executive Director to set the agenda. Any member may request of the Chair that an item be added to the agenda.

Section 5: The Treasurer shall have general supervision of the Board's financial securities. The Treasurer is required to serve on the Finance Committee. The Treasurer shall also supervise the maintenance of the Board's financial records and books, and sign such instruments as required by the office.

Section 6: The Secretary shall issue Governing Board meeting notices, and shall keep minutes, manage meeting documents, and perform any additional duties required by this position. The Secretary will ensure that draft Governing Board meeting minutes are available on the THRIVE's website within ten days of the meeting.

IV. Committees

Section 1: The Governing Board may appoint committees of the Governing Board. The Governance Committee must consist only of active THRIVE Governing Body Members. The other Standing Committees may be composed of seated Governing Board Members, community members, or both. The Governing Board will determine the need for additional committees and also the membership of that committee.

Section 2: Each standing committee will consist of at least three people. The Chair of each standing committee must be a Governing Board Member.

Section 3: Standing Committees shall include the following;

1. Governance Committee
2. Academic Committee
3. Finance Committee
4. Audit Committee

Membership of the Audit and Finance Committees shall comply with NMSA Section 22-8-12.3(B).

Section 4: The Chair of the Governance Committee shall be elected by a simple majority vote of a quorum of the members of the Governing Board. The Chair of the Committee may then select at least one(1) other Member for the Committee.. Committee membership will be structured so that committee work is not subject to the Open Meetings Act, depending on the size of the board.



Governance Committee duties:

1. Maintain oversight and evaluation of the Governing Board and its effectiveness in meeting charter mission and goals.
2. Maintain ongoing Board member recruitment and candidate recommendation responsibilities.
3. Evaluate the qualifications of incoming Governing Board candidates and present final nominees for the vacant member positions on the Governing Board.
4. . Maintain, and provide approved school specific onboarding training for new members

V. Fiscal Year

The THRIVE Community School fiscal year will begin July 1st of each calendar year and end on June 30th of the following calendar year. All school finances will be audited annually.

VI. Rules of Order

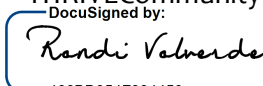

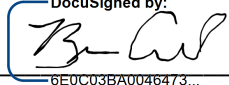
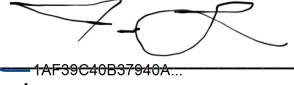
THRIVE Community School will adhere to rules of order outlined in the current edition of Robert's Rules of Order for all Governing Board regular and special meetings.

VII. Amendments

The Bylaws presented here, may be amended at any regular meeting through a simple majority vote of all Members in office at the time of amendment.

Certificate of Adoption

The undersigned officers hereby certify that these bylaws were duly adopted by majority vote of the THRIVECommunity School Governing Board on December 16th, 2021.

DocuSigned by:  406BD954F934450...	Date: 12/17/2021
Board Chair: _____ Printed Name: Randi Valverde	
DocuSigned by:  006354D76E9A45D...	Date: 12/17/2021
Board Vice Chair: _____ Printed Name: Nora Geiss	
DocuSigned by:  6E0C03BA0046473...	Date: 12/17/2021
Board Treasurer: _____ Printed Name: Brian Crider	
DocuSigned by:  1AF39C40B37940A...	Date: 12/21/2021
Board Secretary: _____ Printed Name: Jose Lopez	

THRIVE Community School

Appendix 5

Board of Finance

BEFORE THE PUBLIC EDUCATION COMMISSION

STATE OF NEW MEXICO

TRANSCRIPT OF PROCEEDINGS

OPEN PUBLIC MEETING

October 22, 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.: 5774N (CC)

<p style="text-align: right;">10</p> <p>1 Okay. Thank you so much.</p> <p>2 We are on to Item No. 4, which is the</p> <p>3 Consent Agenda, assuming, Director, there's no</p> <p>4 changes.</p> <p>5 Commissioner Castillo -- I don't know why</p> <p>6 I said "Castillo."</p> <p>7 COMMISSIONER CARRILLO: You're forgiven.</p> <p>8 So my question is about the minutes.</p> <p>9 Because I'd like -- this may not be the</p> <p>10 time to do it, even though we're approving the</p> <p>11 minutes. Shall we just take the minutes off for</p> <p>12 discussion, separately approve the consent and then</p> <p>13 talk about the minutes?</p> <p>14 THE CHAIR: Well, I don't know. Because</p> <p>15 I'm not exactly sure what about the minutes</p> <p>16 you're -- are you -- are you -- do you want to talk</p> <p>17 about how the -- I'm sorry -- how the minutes are</p> <p>18 done? Or is there something in the minutes that you</p> <p>19 believe is incorrect?</p> <p>20 COMMISSIONER CARRILLO: More how the</p> <p>21 minutes are done. But my feeling is we should</p> <p>22 probably pass consent and then you can tell me the</p> <p>23 course of action to take regarding minutes.</p> <p>24 THE CHAIR: Well, I -- because a</p> <p>25 discussion about minutes isn't on the agenda, I</p>	<p style="text-align: right;">11</p> <p>1 don't think we can have a separate discussion</p> <p>2 about -- I'm assuming you're -- and correct me if</p> <p>3 I'm wrong -- I'm assuming you're talking about work</p> <p>4 session.</p> <p>5 COMMISSIONER CARRILLO: Work session and</p> <p>6 summary minutes in general, as not being</p> <p>7 representative of what we're doing.</p> <p>8 Yes. What I'll do is I'll bring it up</p> <p>9 during my comments to the agenda at the time.</p> <p>10 THE CHAIR: Thanks. I appreciate that.</p> <p>11 COMMISSIONER CARRILLO: Of course.</p> <p>12 THE CHAIR: Okay. So are there any</p> <p>13 changes to the consent agenda?</p> <p>14 COMMISSIONER VOIGT: If there's none, I'll</p> <p>15 make the motion for approval.</p> <p>16 THE CHAIR: I'm assuming there's none.</p> <p>17 COMMISSIONER VOIGT: If there's none, if</p> <p>18 there are no comments about the consent agenda, I'll</p> <p>19 make the motion.</p> <p>20 THE CHAIR: Okay.</p> <p>21 COMMISSIONER VOIGT: That the PEC approve</p> <p>22 the consent agenda.</p> <p>23 THE CHAIR: I'll second.</p> <p>24 If there's no further discussion,</p> <p>25 Commissioner Burt?</p>
<p style="text-align: right;">12</p> <p>1 COMMISSIONER BURT: Commissioner Davis.</p> <p>2 COMMISSIONER DAVIS: Yes.</p> <p>3 COMMISSIONER BURT: Commissioner Chavez.</p> <p>4 COMMISSIONER CHAVEZ: Yes.</p> <p>5 COMMISSIONER BURT: Commissioner Gipson.</p> <p>6 THE CHAIR: Yes.</p> <p>7 COMMISSIONER BURT: Commissioner Carrillo.</p> <p>8 COMMISSIONER CARRILLO: Yes.</p> <p>9 COMMISSIONER BURT: Commissioner Manis.</p> <p>10 COMMISSIONER MANIS: Yes.</p> <p>11 COMMISSIONER BURT: Commissioner Burt,</p> <p>12 yes.</p> <p>13 Commissioner Robbins.</p> <p>14 COMMISSIONER ROBBINS: Yes.</p> <p>15 COMMISSIONER BURT: Commissioner Armijo.</p> <p>16 COMMISSIONER ARMIJO: Yes.</p> <p>17 COMMISSIONER BURT: And Commissioner</p> <p>18 Voigt.</p> <p>19 COMMISSIONER VOIGT: Yes.</p> <p>20 COMMISSIONER BURT: That passes</p> <p>21 unanimously, nine-zero.</p> <p>22 THE CHAIR: Thanks. We are now on to Item</p> <p>23 No. 5, which is the Discussion and Possible Action</p> <p>24 on THRIVE Board of Finance application.</p> <p>25 Similar to RioGAFA last month, in order</p>	<p style="text-align: right;">13</p> <p>1 for the schools to be able to access the CSP Grant</p> <p>2 money whenever they can, they need the Board of</p> <p>3 Finance so they can do that and hopefully start to</p> <p>4 pay a head administrator, as an example, for the</p> <p>5 work during this year, which is typically what they</p> <p>6 are able to do to a great extent with this.</p> <p>7 So are folks from THRIVE here? Or do they</p> <p>8 want to say something? I mean, it's fairly simple.</p> <p>9 But if they're here and they want to say something,</p> <p>10 I don't want to ignore them.</p> <p>11 MS. MISSY BROWN: I don't believe any of</p> <p>12 the THRIVE people are here.</p> <p>13 THE CHAIR: Director?</p> <p>14 DIRECTOR CORINA CHAVEZ: Yes. I just</p> <p>15 wanted to mention that THRIVE has submitted their</p> <p>16 Board of Finance, as you said, similar to Rio Grande</p> <p>17 Academy of Fine Arts. They've also started to</p> <p>18 attend -- board members have started to attend board</p> <p>19 training, and they've also attended the</p> <p>20 implementation year training.</p> <p>21 And this is what officially designates</p> <p>22 them as a LEA or local education agency. They will</p> <p>23 not get other funds this school year besides the</p> <p>24 Charter Schools Program Grant, and, as you alluded</p> <p>25 to, we have some award letters in the queue that the</p>

<p style="text-align: right;">14</p> <p>1 PED is looking to approve so that they can start to 2 spend money on preparations to open up next school 3 year. 4 THE CHAIR: Okay. So I will move that the 5 Public Education Commission approve the Board of 6 Finance for -- I think the full name is THRIVE 7 Community School, is it not? 8 MS. MISSY BROWN: (Indicates.) 9 COMMISSIONER CARRILLO: Yes. 10 THE CHAIR: So I move that the Public 11 Education Commission approve the Board of Finance 12 for THRIVE Community School. 13 COMMISSIONER DAVIS: I second that. 14 THE CHAIR: A motion by Commissioner 15 Gipson, a second by Commissioner Davis. 16 Commissioner Burt? 17 COMMISSIONER BURT: All right. 18 Commissioner Gipson. 19 THE CHAIR: Yes. 20 COMMISSIONER BURT: Commissioner Davis. 21 COMMISSIONER DAVIS: Yes. 22 COMMISSIONER BURT: Commissioner Chavez. 23 COMMISSIONER CHAVEZ: Yes. 24 COMMISSIONER BURT: Commissioner Carrillo. 25 COMMISSIONER CARRILLO: Yes.</p>	<p style="text-align: right;">15</p> <p>1 COMMISSIONER BURT: Commissioner Burt, 2 yes. 3 Commissioner Armijo. 4 COMMISSIONER ARMIJO: Yes. 5 COMMISSIONER BURT: Commissioner Voigt. 6 COMMISSIONER VOIGT: Yes. 7 COMMISSIONER BURT: Commissioner Robbins. 8 COMMISSIONER ROBBINS: Yes. 9 COMMISSIONER BURT: Okay. There you are. 10 Thanks, Commissioner Robbins. 11 Commissioner Manis. 12 COMMISSIONER MANIS: Yes. 13 COMMISSIONER BURT: All right. That 14 passes unanimously, nine-zero. 15 THE CHAIR: Thank you. Thank you very 16 much. 17 We are on to item No. 6, which is 18 Discussion and Possible Action on The GREAT Academy 19 Corrective Action Plan. 20 So, Missy, are folks from the school here? 21 MS. MISSY BROWN: I've got Jasper Matthews 22 and Susan Fox. 23 THE CHAIR: Okay. Thanks. 24 MS. MISSY BROWN: And I don't know if 25 anybody else.</p>
<p style="text-align: right;">16</p> <p>1 THE CHAIR: Let me look. I think that's 2 probably it. 3 MS. SUSAN FOX: Good morning. 4 THE CHAIR: Good morning. So for those 5 Commissioners just to reflect back a little bit, 6 last month this was on the agenda. There was some 7 concerns by a number of Commissioners that there was 8 a lack of specificity in the Corrective Action Plan, 9 and the direction was for the Commission to go back, 10 the subcommittee, to go back and to hopefully be 11 able to populate some additional S.M.A.R.T. goals, 12 look at the graduation rate, the special ed 13 concerns. 14 The subcommittee did meet. And 15 Commissioners have the resulting document in their 16 meeting materials. 17 So, good morning once again. 18 Director? 19 DIRECTOR CORINA CHAVEZ: I just want to 20 let Commissioners know that the item you should be 21 pulling up is 07-A, The GREAT Academy organizational 22 CAP draft. It is an Excel document, because 23 converting these two PDFs make it really difficult 24 for you to look at. 25 But if you'll notice, in cell A1, it has</p>	<p style="text-align: right;">17</p> <p>1 the dates that this was revised, and revised again 2 on September 14th, October 13th, and -- and then -- 3 COMMISSIONER CARRILLO: Can we show the 4 screen for the public, in case someone out there is 5 interested in seeing what we're doing and what it is 6 we worked on? 7 DIRECTOR CORINA CHAVEZ: I'm sorry. What 8 was the question? 9 COMMISSIONER CARRILLO: Can we share the 10 screen of the document so that others besides the 11 panelists can see what it is we're doing? 12 DIRECTOR CORINA CHAVEZ: I can share the 13 screen. 14 COMMISSIONER CARRILLO: Well, I'm asking 15 the Chair. Yes? 16 THE CHAIR: I mean, that's fine. I mean, 17 the documents are on the -- are available so someone 18 can look at them. But if you -- if you want it on a 19 shared screen, that's fine. 20 DIRECTOR CORINA CHAVEZ: So this document 21 represents a -- a plan that we came together, the 22 Commission, the school, and me, a number of times, 23 to work through. Our intention is to not replicate 24 what is already in the school's performance 25 framework, but to have some action steps that go</p>



October 13th, 2021

Members of the Public Education Commission and the Charter Schools Division,

Our team is pleased to submit our Board of Finance Application and supporting documents for consideration at the October Public Education Committee meeting. These documents have all been completed as instructed by the appropriate parties. We are eager to be deemed a Board of Finance as we continue to work throughout our implementation year in anticipation of welcoming students for the 2022-2023 school year.

The following items are attached to this application packet:

1. Signed affidavit from our School Business Manager
2. Signed and notarized affidavits from THRIVE's Governing Board members
3. Signed Statements of consultation from THRIVE's Governing Board members
4. Verification of THRIVE's participation in the New Mexico Public School Insurance Authority

Our Founding Team and Governing Board members thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sean Duncan". The signature is fluid and cursive, with the first and last names being the most prominent parts.

Sean Duncan

Lead Co-Founder

seanduncan@thriveschoolsf.org

505-303-6307

AFFIDAVIT OF FINANCIAL RECORD CUSTODIAN

STATE OF NEW MEXICO)
)
COUNTY OF Bernalillo)

I, Michael J. Vigil II, [affiant] after being duly sworn, state:

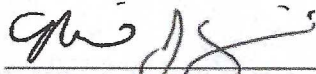
1. I live in the City of Albuquerque, County of Bernalillo, New Mexico.
2. In accordance with 6.80.4.16 NMAC, I agree to accept the responsibility of keeping the financial records of the charter school and recognized that I am in charge of maintaining public funds with fidelity and in accordance to public finance laws, rules and regulations.
3. I have completed the following training in the maintenance of financial records:
 - a) NMASBO Conferences and trainings from Fall 2010 to present.
 - b) AGA trainings from Fall 2018 to present.
 - c) NMCCS/PCSNM trainings from Fall 2010 to present.
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
BBA	The University of New Mexico	Winter 2007	Yes
Level II SBO	NMPED	July 1, 2013	Yes
CGFM	AGA	October 23, 2018	Yes
SFO	ASBO	July 23, 2020	Yes

FURTHER AFFIANCE SAYETH NAUGHT.

8/16/2021

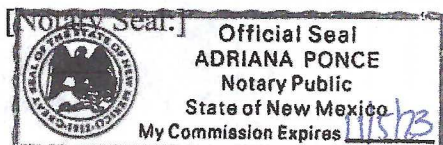
Date



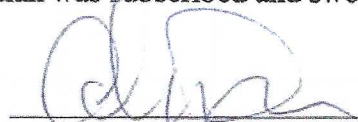
Michael J. Vigil II

VERIFICATION

The forgoing Affidavit of Financial Records Custodian was subscribed and sworn to before me, this 16 day of August, 2021.



My commission expires: 11/5, 2023.



NOTARY PUBLIC

STATEMENT OF GOVERNING BODY TO CONSULT WITH PED

We, the undersigned, make up the governing body of the THRIVE Community School, located in Santa Fe, 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.

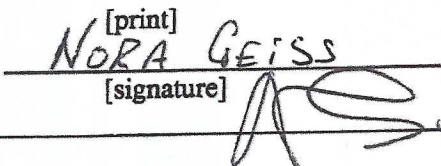
We make this statement as part of THRIVE Community School's application to the Public Education Commission for status as a board of finance under 6.80.4.16 NMAC.

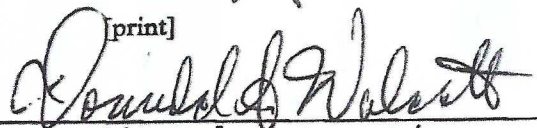
We understand that we must retain or hire a Licensed School Business Manager as soon as financial feasible and, thereafter, notify the New Mexico Public Education Commission within 30 days of hiring and/or changing in a Licensed School Business Manager for the school, and a new, signed "Affidavit of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

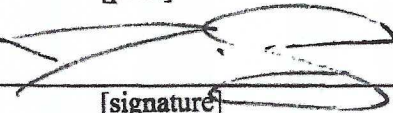
We understand that we must submit an Affidavit of Governing Body Member to the Public Education Commission within 60 days of a change in membership of our governing body.

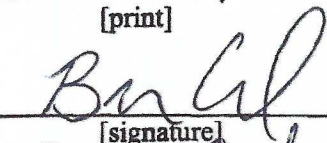
THE FOLLOWING MEMBERS OF THE [INSERT NAME OF SCHOOL] GIVE THE FOREGOING STATEMENT THIS 4th DAY OF October, 2021.

1. 
[signature]
Randi N. Valverde

2. 
[print] NORA GEISS
[signature]

3. 
[print]
[signature]
Donald A. Walcott
[print]

4. 
[signature]
Jose Lopez
[print]

5. 
[signature]
Brian Crider
[print]

Attach additional pages if membership exceeds five.

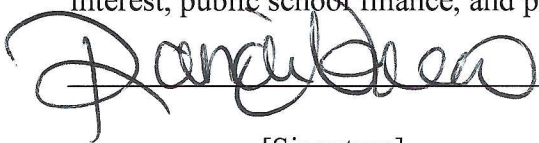
AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO

COUNTY OF SANTA FE

I, Randi N. Valverde, after being duly sworn, state:

1. My name is Randi N. Valverde and I reside in Santa Fe, New Mexico.
2. I am a member of the governing body of the THRIVE Community School in Santa Fe, 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 THRIVE Community School's governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.



[Signature]

10/04/21

Date

Randi N. Valverde

[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 4th day of Oct., 2021.

[Notary Seal:]



NOTARY PUBLIC

My commission expires: 01/23/22 789
~~September 23rd, 2024.~~



OFFICIAL SEAL
Theresa Garduno
NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission Expires: 01/23/22

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF Santa Fe)

I, Donald A. Walcott, after being duly sworn, state:

1. My name is Donald A. Walcott and I reside in Santa Fe, New Mexico.

2. I am a member of the governing body of the [insert name of school] in Thrive Community School in Santa Fe, New Mexico.

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

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

5. I understand that as a member of the [insert name of school]'s governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

Donald A. Walcott

10/5/21

[Signature]

Date

Donald A. Walcott

[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 5th day of October 2021

[Notary Seal:]

WALCOTT, HENRY & WINSTON, P.C.
150 WASHINGTON AVENUE, SUITE 207
SANTA FE, NM 87501

[Signature]
NOTARY PUBLIC

My commission expires: June 22, 2025.



OFFICIAL SEAL
ALISON M. WALCOTT
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: _____

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO

COUNTY OF SANTA FE

I, Brian Crider, after being duly sworn, state:

1. My name is Brian Crider and I reside in Santa Fe, New Mexico.
2. I am a member of the governing body of the THRIVE Community School in Santa Fe, 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 THRIVE Community School's governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

Brian A Crider
[Signature]

10/9/21
Date

Brian A. Crider
[Print]

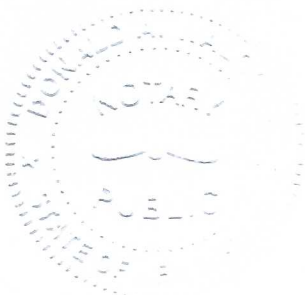
VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 4th day of October, 2021.

[Notary Seal:]

Donald A. Hallett
NOTARY PUBLIC

6/20/25
My commission expires: September 23rd, 2024.



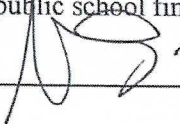
AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO

COUNTY OF SANTA FE

I, Nora Geiss, after being duly sworn, state:

1. My name is Nora Geiss and I reside in Santa Fe, New Mexico.
2. I am a member of the governing body of the THRIVE Community School in Santa Fe, 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 THRIVE Community School's governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.



[Signature]

10.04.21

Date


Nora Geiss

[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 4th day of October 2021.

[Notary Seal:]


NOTARY PUBLIC

My commission expires: 6/20/25
~~September 23rd, 2024.~~



AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO)

COUNTY OF Santa Fe)

I, Jose Lopez, after being duly sworn, state:

1. My name is Jose Lopez and I reside in Pio Rancho, New Mexico.

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

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

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

5. I understand that as a member of the [insert name of school]'s governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.



[Signature]

10/5/2021

Date

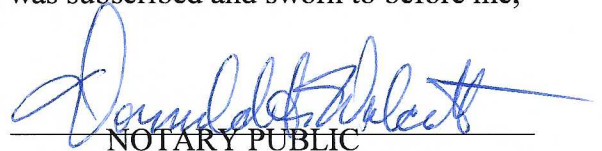
Jose Lopez

[Print]

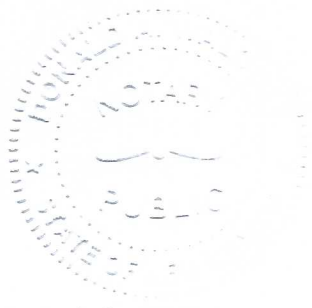
VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 5th day of October, 2021.

[Notary Seal:]


NOTARY PUBLIC

My commission expires: June 20, 2025.



THRIVE Community School

Appendix 6

School Admission Policies and Procedures



Detail & Separate Lottery & Enrollment Policies

Lottery, Admissions, and Enrollment Policy

THRIVE Community School is a public charter school and as such will comply with all applicable laws regarding admission to a public charter school in New Mexico. Students are admitted to THRIVE Community School through the enrollment and lottery processes described below. Any student living in New Mexico may apply to attend THRIVE Community School. THRIVE Community School does not discriminate against any student or family based on race, gender, religious affiliation, national origin, ethnicity, academic standing, physical or mental disability, gender identity, sexual orientation or any other classification of individuals as recognized by state or federal law.

The following information outlines THRIVE's separate lottery and enrollment policies.

Age of Attendance

Kindergarten

A kindergarten education program shall be made available to every child who has attained his/her 5th birthday prior to 12:01 a.m. September 1st of the year of enrollment. An exception will be made for any child who comes to THRIVE Community School from another state having attended kindergarten in that state for not less than sixty (60) days and whose birthday falls on or before December 31st of the year of enrollment.

First Grade

To be eligible for 1st grade, the student must have attained his/her 6th birthday prior to 12:01 a.m. September 1st of the year of enrollment. An exception will be made for any child who comes to THRIVE Community School from another state having attended the 1st grade in that state for not less than sixty (60) days and whose birthday falls on or before December 31st of the year of enrollment.

After completion of the first grade, children who enroll at THRIVE Community School from non-public schools or from other public schools will be initially enrolled at the grade level they successfully completed elsewhere pending an evaluation of relevant cumulative student data by school leadership. After such evaluations have been completed by qualified school leadership, the final grade placement of the student will be determined.



Special Education

THRIVE Community School provides special education services to any enrolled student in accordance with the program outlined in their Individualized Education Program (IEP).

Class Size Limitations

The total numbers of classes by grade will be announced each year along with the total number of students accepted into those grades. THRIVE Community School's current enrollment cap is 633 students and no time will enrollment exceed that total. Projected enrollment for the first 9 years of operation is detailed below.

Year of Operation	School Year	Total Enrollment
Year 1	2022-2023	160
Year 2	2023-2024	260
Year 3	2024-2025	352
Year 4	2025-2026	419
Year 5	2026-2027	486
Year 6	2027-2028	559
Year 7	2028-2029	581
Year 8	2029-2030	609
Year 9	2030-2031	633

THRIVE Community School's Governing Board may adjust the number of classes and the number of students accepted in each class if enrollment trends necessitate adjustments. Adjustments will never result in the disenrollment of any student.

Enrollment Preferences

Pursuant to the New Mexico Charter Schools Act enrollment preference shall be given to:



1. Students who have been enrolled at THRIVE Community School and who remain in attendance through subsequent grades;
2. Priority by date of lottery application for:
 - a. Siblings* of students who are already enrolled in or are attending THRIVE Community School
 - b. Children in legal custody of members of faculty and/or staff at THRIVE Community School

* “Siblings” means:

- 1) students living in the same residence at least fifty percent of the time in a permanent or semi-permanent situation, such as long-term foster care placements
- 2) students related to each other by blood, marriage or cohabitation. §22-8B-(N) NMSA 1978.

All students will be provided a space at THRIVE Community School on a first come first serve basis or through a lottery process when the number of students seeking enrollment at THRIVE Community School exceeds the number of spaces available after preferences are applied. A lottery application must be completed during the lottery application window and an enrollment packet must be completed during the registration window.

Seats for the 2022-2023 School Year

Kindergarten	First	Second	Third	Sixth
44	22	22	22	50

Lottery Application Window

The lottery application window for THRIVE Community School will be at least sixty days. If there are more applicants than seats available, a lottery will be conducted on the second Friday in March. (For the 2022-23 school year, the application window will take place from November 29th-March 8th, 2022 with a lottery, if necessary, taking place on Friday March 11th, 2022.) To secure a seat for the next school year, the following processes must be completed:

- Currently Enrolled Students: During the lottery application window, families of currently enrolled students must complete an *Intent to Return Student Form* in order to return for the following school year. These forms must be returned within 14



calendar days of distribution. During these 14 days, at least two reminders will be provided to parents. If the *Intent to Return Student Form* is not returned THRIVE Community School will identify that student's space as vacant for the purpose of the lottery. Any student forfeiting a space because the *Intent to Return Student Form* was not timely returned, must reapply and is subject to the lottery process. Families should be aware that failure to complete the *Intent to Return Student Form* will jeopardize a student's sibling's enrollment preference.

- New Students: Students wishing to enroll at THRIVE Community School for the following school year must complete THRIVE Community School's online lottery application found at the top of THRIVE Community School's website on the "Enroll" link during the Lottery Application Window. Families who do not have access to the Internet may use a computer at THRIVE Community School, or complete a paper copy of the lottery application form.

Lottery & Enrollment Processes

Once THRIVE's Lottery Application Window has closed and the time period for existing students to return the Returning Student Form has expired, THRIVE's operational leaders will determine the number of open spaces available for enrollment at THRIVE Community School in the next school year. THRIVE Community School will use a computer-based, random selection process to conduct a lottery for each grade level to fill the open spaces from applications received during the identified Lottery Application Window. (We anticipate that we will utilize SchoolMint for this function.) Once all open spaces are filled, students will be placed on a Wait List in the order selected by the random selection process. The date for when the lottery will be held will be announced on THRIVE Community School's website as well as within the computer-based lottery application page.

The process described above is outlined in the following steps:

Lottery Process

1. New families will be asked to provide their student's name and grade level and a parent/guardian's name, email, and phone number in order to be considered for enrollment.
2. If, on the annual lottery date, the number of students applying does not exceed the number of spaces available, students will be admitted on a first come first serve basis until enrollment is full.



3. If the number of students applying exceeds the number of spaces available on the annual lottery date during the second week of March, a lottery will be held pursuant to 22-8B-4.1 NMSA, 1978. A computer-based, random selection process will be used to select students in the lottery.
4. When a classroom enrollment list reaches maximum capacity names selected will be placed on a waiting list in the order they were selected until a space becomes available.
5. Throughout the year, the enrollment process will be initiated immediately when a vacancy is created due to student withdrawal.
6. Returning students, siblings of returning students, and children of employees of the THRIVE Community School will be given first preference. These are the only preferences provided in the state of New Mexico.
7. Families that are selected will be notified by email and phone and given 7 calendar days to confirm. If they do not respond within the 7 calendar days the slot will be given to the next family whose name is drawn.

Enrollment Process

The enrollment process at THRIVE Community School is a separate process from the lottery.

1. All returning families will complete the *Intent to Return Student Form*. As previously noted, there will be a two week window to complete this form, which officially registers students for the next school year. New students who have been offered a spot must attend a registration session in person, virtually, or by phone. Individualized registration appointments will be offered to any family in need of one.
2. For a new students who have been offered a spot, the following documents must be provided during the registrations appointment*:
 - Enrollment forms
 - Emergency information forms
 - Health/medical consent forms
 - Immunization records or completed State Approved Certificate of Exemption**
 - Free and reduced lunch forms
 - Copy of birth certificate



- Custody orders (if applicable)
- Home Language Survey
- Any Individualized Education Program(IEP), 504 Plan, or Student Assistance Team (SAT) data or information.

*Under no circumstance is the information listed above requested prior to a seat being offered to the student. These documents are only used for registration purposes once a seat has been confirmed.

**Please note that according to state law, all students must comply with state immunization requirements, be in the process of receiving the immunization series, or meet exemption criteria before starting THRIVE Community School. Exemptions are permitted for medical reasons or where parent(s) or guardian(s) are bona fide members of a recognized religious denomination whose religious teaching requires reliance upon prayer or spiritual means alone for healing or whose religious beliefs, held either individually or jointly with others, do not permit the administration of vaccine or other immunizing agents

Waitlist

After student openings are filled, all others will be placed on a waitlist in order of selection. If a student expresses interest in enrolling after the lottery has been drawn the student's name will be added to the bottom of the waitlist. Waitlists do not carry-over to the next school year. Each school year families must re-enter the lottery if they wish to secure a seat for their child during the next school year.

If a vacancy occurs during the school year when there is a waitlist, the first student on the waitlist will be contacted immediately, within 1-2 school days. The family will have 48 hours to accept or decline the seat in instances where the waitlist has more than one student.

First Come, First Served

If an open space becomes available during the school year and there are no students on the Waitlist, students will be enrolled on a first-come, first-served basis, until the beginning of the Lottery Application Window.

Coronavirus/Public Health Considerations

Every effort will be made to provide all students drawn in the lottery with an in-person education. However, due to the unknown duration and extent of the Coronavirus,



associated public health orders, and accompanying legal restrictions, THRIVE Community School recognizes that our lottery is subject to any emergency requirements outlined by the Public Education Department and the Public Education Commission.

Website

THRIVE Community School will post our separate lottery and enrollment policies on our website when our lottery application goes live on November 29th, 2021.

THRIVE Community School

Appendix 7

Board Compliance Certificate

ASSURANCES

My name is Randi Valverde and I reside in Santa Fe, NM. I am a member of the governing body for THRIVE Community School a charter school which is located at TBD. 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.

Randi Valverde

Printed Name

RV

Signature

March 31, 2022

Date

ASSURANCES

My name is Nora Geiss and I reside in Santa Fe, NM. I am a member of the governing body for THRIVE Community School a charter school which is located at TBD. 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.

Nora Geiss

Printed Name



Signature

March 31, 2022

Date

ASSURANCES

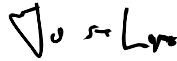
My name is Jose Lopez and I reside in Santa Fe, NM. I am a member of the governing body for THRIVE Community School a charter school which is located at TBD. I assure that in my capacity as a member of the governing body, the CHARTER SCHOOL complies with all applicable federal and state laws governing 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.

Jose Lopez

Printed Name



Signature

March 31, 2022

Date

ASSURANCES

My name is Ellen Moore and I reside in Santa Fe, NM. I am a member of the governing body for THRIVE Community School a charter school which is located at TBD. 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.

Ellen Moore

Printed Name



Signature

March 31, 2022

Date

ASSURANCES

My name is Don Walcott and I reside in Santa Fe, NM. I am a member of the governing body for THRIVE Community School a charter school which is located at TBD. 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.

Don Walcott

Printed Name



Signature

March 31, 2022

Date

ASSURANCES

My name is Brian Crider and I reside in Santa Fe, NM. I am a member of the governing body for THRIVE Community School a charter school which is located at TBD. 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.

Brian Crider

Printed Name



Signature

March 31, 2022

Date

THRIVE Community School

Appendix 8

Discretionary Waivers

THRIVE Community School

Appendix 9

Lease/ Lease Purchase documentation

LEASE AGREEMENT

This Lease Agreement is made and entered into this 29 day of April, 2022 by and between **Copacabana Development Company, LLC**, a New Mexico limited liability company, whose address is 518 Old Santa Fe Trail, Ste 1, POB 331, Santa Fe, NM 87505 (“Lessor”) and **THRIVE Community School**, a state authorized charter school, (“Lessee”), whose address is 7300 Old Santa Fe Trail, Santa Fe, NM 87505. (Lessor and Lessee sometimes being collectively referred to herein as the “Parties” or each individually as a “Party”).

WHEREAS, Lessor owns certain real property, including the improvements thereon, located in Santa Fe County, Santa Fe, New Mexico, which real property is more particularly described on Exhibit A attached hereto, and which improvements are depicted on Exhibit B attached hereto (the “Complex”); and

WHEREAS, Lessee is a charter school duly organized and validly existing pursuant to the New Mexico Charter Schools Act (§22-8B-1 seq NMSA 1978); and

WHEREAS, the Complex has previously been used for a private secondary school, and Lessee has determined that the Complex is a suitable location for a charter school that Lessee wishes to establish in Santa Fe, New Mexico; and

WHEREAS, Lessee has determined that it wishes to lease from Lessor, and Lessor is willing to lease to Lessee, the Complex, or portions thereof (the portion of the Complex to be leased by Lessee being hereinafter referred to as the “Premises”) (as that portion may change from time to time in accordance with the terms and provisions of this Agreement);

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged hereby, and in consideration of the covenants and agreements contained herein, the Parties hereto do agree as follows:

ARTICLE I
DEMISE OF PREMISES; LEASE TERM

Section 1.01. Lease Grant. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, on the terms and conditions set forth herein, those portions of the Complex, as herein designated for the Lease Term, subject, together with the nonexclusive right to use certain parts of the Complex (including the Parking), (the “Common Areas”) with all other tenants and occupants of the Complex, if any, and their customers and patrons.

Section 1.02. Lease Term. The Lease Term shall commence on the 1st day of May, 2022, and shall terminate on the 30th day of June, 2024 (the “Initial Term”).

Section 1.03. Renewal Term. Provided that Lessee is not in default hereunder, Lessee shall have the option of renewing the Initial Term for a renewal term (the “Renewal Term”), which at the election of Lessee shall be either a one (1) year term, for that period of time from July 1, 2024 through June 30, 2025, or a three (3) year term, for that period of time from July 1, 2024 through June 30, 2027. Regardless of which Renewal Term is chosen by Lessee, such renewal shall be on the same terms and conditions as set forth herein, except that the rental for each year of either Renewal Term elected by Lessee shall be increased as set forth in Article II below, and except as may otherwise be provided herein. Should Lessee determine that it wishes to exercise its option as granted herein to obtain the renewal of the Lessee Term, such option must be exercised in writing delivered to Lessor no later than six (6) months prior to the expiration date of the Initial Term.

ARTICLE II
RENT; SECURITY DEPOSIT

Section 2.01. Prepaid Rent On May 15, 2022, Lessee shall pay Lessor Fifty-Five Thousand Dollars (\$55,000.00), as prepaid rent for the months of May and June 2022. Such payment shall be made via Automated Clearing House (ACH) transaction. Section 2.04 will not apply to such payment, and the parties agree that a late fee of 3% of the payment due shall apply if the payment is not made by May 25, 2022. The parties agree that Lessee will not take possession of the Premises until this payment is made.

Section 2.02. Rent During Initial Term. Beginning with the payment due on July 1, 2022, and continuing on the same day of each and every month thereafter through June 30, 2023, the monthly lease payments due to Lessor from Lessee shall be Sixteen Thousand Twenty-Six and 75/100 Dollars (\$16,026.75), per month, each of which payments shall be paid via ACH transfer or direct deposit. Beginning with the payment due on July 1, 2023, and continuing on the same day of each and every month thereafter through June 30, 2024, the monthly lease payments due to Lessor from Lessee shall increase to Twenty Six Thousand Seven Hundred Fifty Nine and 47/100 Dollars (\$26,759.47), per month, each of which payments shall be paid via ACH transfer or direct deposit.

Section 2.03. Rent during Renewal Terms. During any Renewal Term, regardless of whether Lessee exercises its option to renew the lease term for a one year renewal term or a three year renewal term, the rental due shall be as follows:

- (a) For the period from July 1, 2024 through June 30, 2025, the annual rental shall be \$420,495.00 per year, which shall be paid in monthly installments of \$35,041.25 per month;
- (b) For the period from July 1, 2025 through June 30, 2026, the annual rental shall be \$428,905 per year, which shall be paid in monthly installments of \$35,742.09 per month; and
- (c) For the period from July 1, 2026 through June 30, 2027, the annual rental shall be \$437,483.00, which shall be paid in monthly installments of \$36,456.92 per month

Section 2.04 Late Payments. Except as specified in Section 2.01 above, all rental payments required hereunder shall be due and payable on the first day of each month. Lessee shall incur a late payment penalty of 3% of the payment due for any rental payment made after the third business day of any month for the month in which the payment is due.

ARTICLE III **USE; COMMON AREAS; QUIET ENJOYMENT**

Section 3.01. General Usage of the Premises. The Premises leased by Lessee from Lessor shall be used for the operation of a charter school for Grades Kindergarten through the 8th Grade, and for purposes related thereto, and for no other purpose. Lessee shall comply with all legal requirements related to the Premises and its use thereof, including but not limited to those required by the New Mexico Charter Schools Act, and applicable building codes, and Lessee shall take no action which would constitute nuisance, nor permit any unlawful practice to be conducted or committed at the Premises. During the Initial Lease Term, and any Renewal Term, Lessee will be entitled to use and occupy that portion of the Complex as hereinafter described, which portion shall be deemed to be the Premises, for the period set forth:

- (a) During that period from May 1, 2022 through June 20, 2022, the Premises shall consist of the offices and classroom spaces located in the Multedo Building and Portable #1, as depicted on Exhibit B attached hereto, and access to the Premises as defined herein shall be restricted to teachers hired by Lessee, staff and administrators, who may use the Premises at that time only for student recruitment, for IT installation and for meeting spaces.
- (b) During that period of time from July 1, 2022 through June 30, 2023, the Premises shall consist of the Multedo Building and Portable #1, and access to that outside space shown on Exhibit B, and the front portion of the parking lot, which parking lot may also be used by the Lessor or other tenants of Lessor, if any.

- (c) During that period of time from July 1, 2023 through June 30, 2024, the Premises shall consist of the Multedo Building, and the Lamy Building as depicted on Exhibit B, as well as that outside space shown on Exhibit B and the front portion of the parking lot, which parking lot may also be used by the Lessor or other tenants of the Lessor, if any.
- (d) During any Renewal Term, which shall commence, if at all, on July 1, 2024, the Premises shall consist of the Complex in its entirety, including all improvements located thereon, all of which shall be used for the operation of a charter school for grades Kindergarten through the 8th grade.

Section 3.02. Common Areas. Lessee acknowledges that during the first two years and two months of the Lease Term, those parts of the Complex not described in Section 3.01 as being the “Premises” for that particular time period, may be utilized by Lessor or other persons to whom a portion of the Complex has been leased and some portions of the Complex will be deemed to be Common Areas (“Common Areas”). Lessee shall have the right to use the Common Areas along with other tenants and occupants of the Complex. If other portion(s) of the Complex are leased, each tenant shall be responsible for such tenant’s proportionate share of common area maintenance and repairs.

Section 3.03. Quiet Enjoyment; Right of Lessor to Inspect. Lessor covenants that Lessee shall and may peaceably and quietly have, hold and enjoy the Premises during the Lease Term, and any renewal thereof. Notwithstanding the foregoing, Lessor or its officers, agents and representatives shall have the right, upon reasonable written notice to Lessee (except in case of emergency), to enter into and upon any and all parts of the Premises during Lessee’s business hours (or in an emergency, at any hour), to inspect same or clean or make repairs as Lessor shall deem necessary, but without obligation to do so except as set forth herein, or to show the Premises to prospective tenants, purchasers or lenders; and Lessee shall not be entitled to any abatement or reduction of rent by reason thereof, nor shall such be deemed to be an actual or constructive eviction.

ARTICLE IV **WORK TO BE PERFORMED BY LESSOR**

Section 4.01. Repairs to be made by Lessor prior to occupancy. Prior to May 15, 2022, Lessor shall, at its sole cost and expense, make the following repairs to those improvements located on the Premises which will be occupied by Lessee during the Initial Term of the Lease:

- (a) Perform maintenance on all exterior doors to the buildings to be occupied by Lessee and delivered in working order.
- (b) Service the HVAC for the buildings to be occupied by Lessee and deliver in working condition, to include installation to maximum filtration possible with the HVAC currently in place.
- (c) Repair concrete walkways as needed for portion of Complex being leased.

- (d) Deliver the parking lot in the condition in which the Lessor wants it maintained during the Initial Term and any Renewal Term.
- (e) Replace nonworking interior and exterior lighting in those portions of the Complex to be leased to Lessee during the Initial Term.
- (f) Have those buildings that are being leased during the Initial Term serviced for pest control.
- (g) Service entry gate to assure that entry gate is in working order prior to occupancy.
- (h) Replace broken windows in buildings which are part of the Premises to be leased to Lessee.
- (i) Replace broken tiles in portable buildings which are a part of the Premises.
- (j) Touch up painting and patching in the buildings which are a part of the Premises to be leased to Lessee.

Section 4.02 Inability to complete repairs. Notwithstanding the foregoing, should Lessor determine for any reason that it is unable to complete the repairs specified in Section 4.01 above on or before May 15, 2022 because of supply chain or similar issues which are not the fault of Lessor, then Lessor shall so notify Lessee and the parties shall determine how best to deal with such deficiencies. In any event, Lessor will use its best efforts to have all of such repairs completed by July 1, 2022.

ARTICLE V

INSPECTION OF THE PREMISES ACCEPTANCE OF CONDITION

Section 5.01. Inspection by Lessee. Lessee confirms that it has had the opportunity to inspect, or have others inspect on its behalf, to the extent deemed necessary by Lessee, the Complex and the Premises which will be leased to it and accepts the Complex (except as hereinbefore provided wherein Lessor has agreed to make certain repairs and changes) in “as is” and “where is” condition, and without any representations or warranties by Lessor whatsoever regarding the condition of the Complex or its fitness for Lessee’s intended use, all of which shall be determined by Lessee, based on its sole and absolute determination. In conjunction with the foregoing, Lessee has determined, based on its own inspection, that the Premises complies or will comply with all requirements of law, including all applicable Educational Occupancy Standards, which in any way are related to the condition of the Complex or any portion thereof, and Lessee’s intended use thereof. Lessee will take the steps necessary to obtain evidence satisfactory to it, in its sole and absolute discretion and at its own expense, that the Premises has been afforded e-occupancy status prior to this Lease being entered into, and Lessor will comply with Lessee’s efforts in that regard, and provide such information and access to the Premises as Lessee shall reasonably request .

ARTICLE VI **UTILITIES**

Section 6.01. Utilities. During the term of the Lease, including any renewals thereof, Lessee, at Lessee's sole cost, shall before delinquency, pay all deposits and bills for all water (not including any infrastructure-related cost associated with Lessor's connection to Santa Fe County water), refuse, sanitary, gas, and electricity used on the Complex. Lessee will not take any action which will allow any cross connection between the well which is located on the Complex and any water service lines located at the Complex. Notwithstanding the foregoing, should Lessor utilize a part of the Complex, or should Lessor lease a portion of the Complex, not including the Premises, to third parties, then the utilities, if not separately metered, will be prorated based on the relative square footage of the portions of the Complex being leased to or used by, those parties other than Lessee. Lessee covenants and agrees that all times, its use of electrical current shall never exceed the capacity of the existing meters to the Premises or the risers or wiring installations. Lessor shall not be responsible for any problems whatsoever with respect to the quality, quantity, or interruption of, such utility services. Further provided that if Lessee fails to pay when due any charges referred to herein relating to such utility service, Lessor may, but shall not be obligated to, pay such bills, and Lessee shall reimburse Lessor, as additional rent for any amounts paid by Lessor.

ARTICLE VII **REPAIR AND MAINTENANCE OBLIGATIONS**

Section 7.01. Repair and Maintenance. Lessor at Lessor's expense will maintain and repair the structural portions of the buildings which are a part of the Premises. Except as otherwise provide in Article IV above, and in the First Amendment to the Lease, Lessee at Lessee's expense will maintain and repair the Premises throughout the Lease Term and any renewals thereof. Lessee will not in any manner deface or damage the Premises or any building which is a part of the Premises is located, or the Complex, and if any third party defaces any building in the Complex, including as a result of graffiti or tagging, Lessee will remove such graffiti or tagging and will repair the building. Notwithstanding anything otherwise set forth herein, Lessee shall pay the cost of repairing any damage or injury done to the Premises or the Complex by Lessee, Lessee's invitees, agents, employees, contractors and/or subcontractors. Lessee shall take good care of the Premises throughout the Lease Term and shall not permit any waste, damage, or injury to the Premises. Lessee shall be responsible for providing proper security for the Complex, and shall determine whether it is prudent to hire a security service to assure, to the extent possible, that Lessee's employees, students faculty, invitees, agents, contractors and subcontractors are safe while they are at the Complex. Lessee shall provide its own janitorial service to clean the Premises and to provide snow and/or ice removal from the sidewalks and other areas which are adjacent to the Premises. Lessee shall be responsible for replacing light bulbs and fixtures located in or about the Premises, and will be liable for replacement of all broken glass for doors and windows located on or about the Premises. Lessor shall be responsible for keeping the pool in good and clean condition. Notwithstanding the foregoing, Lessee shall take such steps as shall reasonably required to assure that neither Lessee, nor its agents, invitees, students, contractors, or subcontractors will throw items in the pool or take any action which might damage the pool or its equipment. Lessee shall have routine pest control service performed at the complex, and shall be responsible for

keeping the Premises and the Complex in a clean condition, free from trash and debris. The performance by Lessee of its obligations to maintain the Complex and make repairs as required hereby shall be conducted only by contractors and subcontractors approved in advance in writing by the Lessor. If Lessee fails to properly maintain the premises as herein described; fails to perform any actions required herein, or fails to make required repairs within 15 days of the occurrence of damage or injury in which Lessee is liable, Lessor, at its option, may perform such maintenance or take such actions on Lessee's behalf or make such repairs, and Lessee upon demand therefore, shall pay Lessor as additional rental for the cost thereof. At the end or other termination of this Lease, Lessee will deliver up the Premises including all improvements located thereon except as otherwise provided herein, in good repair and condition, reasonable wear and tear excepted, and shall deliver to Lessor all keys to the Premises.

Section 7.02. Alterations, Additions, or Improvements. Lessee will not make or allow to be made any alterations, additions, or improvements whether temporary or permanent in character in or upon the Premises without Lessor's prior written consent which must be requested at least six (6) months before Lessee wishes to commence such alterations, additions or improvements. Any additions, alterations, or improvements shall be designed and built only by architects, contractors, and or subcontractors who have first been approved in writing by Lessor and all plans and designs must also be submitted to Lessor for advance written approval. All such installations, additions, alterations, or improvements shall be accomplished in a good and workmanlike manner so as to not damage the Premises or the primary structure or structural quality of the Premises including plumbing, electrical lines or other utilities. All materials used by Lessee in any alterations, additions or improvements to the Premises shall be of a quality which are at least as good as, if not better than, those which are then a part of the location on the Premises in which such improvements will be installed. Any additions, alterations, or improvements made on the Premises either by Lessor or Lessee shall be the Lessor's property on termination of this Lease and shall remain on the Premises without compensation to Lessee, unless otherwise specified herein.

Section 7.03 Signs. Tenant shall not place any signs on the Property without Lessor's prior written consent., In order to obtain that consent, Lessee shall provide to Lessor with a prototype of the sign that for which Lessee wishes to install on the Premises, and shall provide Lessor with such information regarding the sign and its installation as Lessor shall reasonably request. Once the signage is approved by Lessor, the parties agree that Lessee shall be entitled to install signs on the Premises and at the entrance of the property. All signs shall comply with Santa Fe County and State ordinances regarding placement and size of such signs. . At the termination of the Lease, regardless of the reason for such termination, the Lessee will remove all signs installed by it, and will restore that portion of any building to which a sign had been affixed to the condition in which it was in prior to the installments of the sign.

Section 7.04. Liens. Lessee shall keep the Premises free and clear of all mechanics liens and other liens or encumbrances on account of work done by or on behalf of Lessee. If any such lien or encumbrance shall at any time be recorded against the Premises or the Complex, Lessee shall cause the same to be discharged within said sixty (60) days after the recording thereof; provided however in the event Lessee contests such lien in good faith, Lessee shall have the right to discharge such lien by posting a bond with the District Court which has jurisdiction over such

proceedings, in accordance with applicable law. If Lessee fails to cause the same to be discharged within the sixty (60) day period specified herein, then in addition to any other remedy or right of Lessor resulting from Lessee's default, Lessor may but is not obligated to, following seven (7) days written notice to Lessee discharge the same either by paying the amount claimed to be due, procuring the discharge of such lien by giving security, or in such other manner as is, or may be, prescribed by law. Lessee shall pay to Lessor as additional rent on demand all sums disbursed or deposited by Lessor pursuant to the provisions of this Section 7.03, including all costs, expenses and attorney's fees incurred by Lessor in connection therewith. Nothing contained here shall imply any consent or agreement on the part of Lessor to subject the Complex, the Premises, or any part thereof to any liability under any mechanics lien or any lien law.

Section 7.05. Notice Requirement. Should any claim of lien be filed against the Premises or the Complex, or any action be commenced which affects title to the Premises or the Complex, or any part thereof, the party receiving notice of such lien or actions shall, within two (2) business days of its receipt of such notice, give written notice to the other party of receipt thereof.

Section 7.06. Notice of Non-Responsibility. Lessor shall have the right to post and keep posted upon the Premises and/or the Complex notices of non-responsibility or such other notices which Lessor may deem to be proper for the protection of Lessor's interest in the Premises and/or the Complex. Lessee shall, before the commencement of any work which might result in the filing of a lien, give Lessor written notice of its intent to commence work on the Premises in sufficient time to enable the posting of such notices by Lessor.

ARTICLE VIII **TAXES**

Section 8.01. Real Property Taxes. During the term of the Lease, including any renewals thereof, Lessor shall be responsible for and pay all real property taxes for the Complex, including the Premises. Notwithstanding the foregoing, should Lessor determine that it wishes to claim an exemption from real estate taxes for the Premises and/or the Complex, Lessor shall be entitled to file an appropriate claim of exemption. In such event, Lessee, if requested by Lessor, shall provide to Lessor on a timely basis such documentation as Lessor may reasonably request in order to support Lessor's claim of exemption.

Section 8.02. Taxes or Personal Property. Lessee shall pay, prior to delinquency all taxes, assessments, license fees and public charges or levies assessed or imposed, upon Lessee's business operations, trade fixtures, equipment and other personal property in, on, or upon, the Premises.

ARTICLE IX **INSURANCE**

Section 9.01. Lessor's Insurance. Lessor agrees that on or before the commencement of the Initial Term of this lease it will obtain and maintain, commercial general liability insurance with coverage limits of not less than One Million Dollars (1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate ("Lessor's Insurance").

Section 9.02. Lessee's Insurance. On or before the commencement of the Lease Term, and until the expiration of the Lease Term including any renewals thereof or earlier termination, Lessee shall at its own expense procure and maintain the following policies of insurance:

- (a) Extended coverage property insurance (or its equivalent) covering the Complex, including all improvements thereof, from an insurance company authorized as to do business in the State of New Mexico, and in an amount equal to and not less than the replacement value of the Complex, including each and every building or improvement thereon, but excluding foundation and excavation costs
- (b) Comprehensive General Liability and Automobile Insurance , insuring against claims arising in on or about the Premises, including in or about the Common Areas, and Complex, with coverage limits if not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, insuring both Lessor and Lessee against any and all liability to the extent obtainable for injuries to, or death of, a person or persons or damage to property occasioned by or arising out of or in connection with Lessee's use, operation and occupancy of the Premises; and
- (c) Such other forms of insurance as or are customary for a school or are made mandatory by requirements by law, including without limitation, any legally required workman's compensation insurance.
- (d) No later than ten (10) days before the commencement date of the Initial Term, Lessee shall furnish a certificate of insurance and such other evidence satisfactory to Lessor of the maintenance of all insurance coverage required hereunder. In addition, Lessee shall provide evidence of the renewal of any such policy required hereunder prior to the expiration date of the previous policy.

Section 9.03. Requirements of Insurance Policies. The insurance policies required in Sections 9.01 and 9.202 above shall meet the following conditions:

- (a) Any insurance policy may have a deductible clause in an amount not to exceed \$5,000.00.
- (b) Each insurance policy shall be written or endorsed to make losses, if any, payable to Lessor and Lessee as their respective interests may appear;
- (c) Each insurance policy shall contain a provision precluding the insurance company from cancelling the policy or modifying it materially and adversely to the interests of Lessee or Lessor without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of any cancellation or modification;
- (d) Full payment of insurance proceeds of any insurance policy up to the dollar limits required in connection with damage to the Premises shall under no circumstances be contingent upon the degree of damage sustained at other property owned or leased by Lessee; and

- (e) To the extent Lessee can control the terms of each insurance policy, each insurance policy shall explicitly waive any coinsurance penalty.
- (f) Lessee will provide evidence that it has in place the insurance required by NMSA 1978, Section 22-29-9, and that said coverage applies to the Premises and all buildings occupied by Lessee.

Section 9.04. Waiver of Subrogation. Lessor and Lessee each waive each and every claim which arises or may arise in its favor or against the other party hereto and the other party's officers, directors and employees for any and all loss of or damage to property, regardless of whether such party's negligence or fault or other conduct contributed in whole or in part to such claim or whether such party would be strictly liable under applicable law to the extent, but only to the extent, that the waiving party who suffers such loss or damage is actually compensated by insurance or would be compensated by the insurance policies contemplated by this Article IX if such insurance policies were maintained as required herein. Each party agrees to have those insurance policies required hereby properly endorsed so as to make them valid notwithstanding this waiver, if endorsement is required to prevent loss of insurance.

ARTICLE X

DAMAGE AND DESTRUCTION; CONDEMNATION; LOSS OF TITLE

Section 10.01. Damages, Destruction, or Condemnation. If a) the Premises, the Complex and/or any portion thereof, is destroyed or damaged by fire or any other insured casualty; b) title to or the temporary permanent use of the Premises and/or the Complex (or any portion thereof), or the interest of Lessor or Lessee in the Premises or the Complex) (or any portion thereof) is taken under the exercise of the power of eminent domain by any governmental body or by a person acting under governmental authority; or, c) a breach of warranty or any material defect with respect to the Premises or the Complex (or any portion thereof) becomes apparent; or d) title to or the use of the Premises or the Complex (or any portion thereof) is lost by reason of a defect of the title thereto, then the proceeds of any insurance, performance bond or condemnation award, or the proceeds received as a consequence of any default or breach of any warranty under this contract relating to the Premises or the Complex shall be deposited into a special trust fund held by Lessor and Lessee as their interest may appear. In such event, rental shall abate during such period of time as to which the Premises or any portion thereof does not meet the Educational Occupancy Standards imposed by the State of New Mexico.

Section 10.02. Inability to Repair and Restore Premises. If the Premises, or the Complex or substantial portions of either are destroyed or substantially damaged so as to materially impair Lessee's ability to use the Premises for the educational purposes contemplated by this Lease, and that destruction or damage to the Premises cannot be substantially repaired and restored within ninety (90) days from the date of the damage or destruction, then Lessor or Lessee, or either of them, shall have the right to terminate this Lease.

Section 10.03. Use of Proceeds Received if Sufficient Proceeds for Repair Exist. Subject to the provisions of Section 10.01 above, if the cost of the repair, restoration, modification,

improvement or replacement of the Premises, or the Complex following an event described in Section 10.01 above is equal to or less than the net proceeds available for such purpose, such proceeds shall be used to properly repair, restore, modify, improve or replace the Premises, or the Complex or portions thereof and any excess shall be delivered to Lessor or Lessee as applicable.

Section 10.04. Insufficient Proceeds. If the cost of repair, restoration, modification, improvement or replacement of the Premises following an event described in Section 10.01 above is more than the amount of the proceeds available therefor, then Lessee may elect to either:

- a. Direct Lessor to use the proceeds available to promptly repair, restore, modify, or repair the Premises and/or the Complex, and pay as additional rent the cost thereof which is in excess in the amount of the proceeds; or
- b. Terminate this Lease.

Section 10.05. Lessee May Not Settle Without Lessor. Lessee shall not voluntarily settle or consent to the settlement of any proceedings arising out of any insurance claim, performance, or payment bond claim, prospective or pending condemnation proceeding, or any action relating to default or breach of warranty under any contract relating to the Premises or the Complex without the prior written consent of Lessor.

ARTICLE XI **ASSIGNMENT, SUBLETTING**

Section 11.01. Transfer of Lessee's Interest in Lease and Premises. Lessee shall not assign, transfer, or convey Lessee's interest in this Lease and the Premises without Lessor's prior written consent, which consent may be withheld by Lessor for any reason whatsoever. Notwithstanding the foregoing, Lessee, may with Lessor's consent, which consent may not unreasonably be withheld, assign Lessee's interest in this Lease to any foundation, not-for-profit corporation created for the purpose of supporting Lessee, or to any corporation which controls or is controlled by under common control with Lessee. Notwithstanding the foregoing to the extent, if any, that Lessor consents to such assignment, the Parties expressly understand and agree that:

- (i) The Assignee shall assume the full obligation of Lessee under this Lease; and
- (ii) Lessee shall remain fully liable for all of its obligations under this Lease; and
- (iii) Use of the Lease under the Premises must remain unchanged.

Section 11.02. Sublease by Lessee. Lessee may not sublease or grant a right to use all or any portion of the Premises without Lessor's prior written consent, which consent may be withheld for any reason whatsoever. In no event may Lessee sublease the Premises and in so doing allow the Premises to be used for any use other than use as a school as authorized by this Lease. In the event of any sublease, Lessee shall remain fully liable under this Lease, and shall maintain its direct relationship with Lessor notwithstanding any sublease, grant or use.

Section 11.03. Non-Waiver. Lessor's consent to one or more assignments or sublettings shall not operate as a waiver of Lessor's rights as to any subsequent assignments or subleases. Any attempted or purported assignment or sublease without Lessor's prior written consent or written approval shall be void and shall constitute an event of default hereunder.

Section 11.04. No Release. No assignment or subletting, whether with or without Lessor's consent, shall release Lessee from its covenants and obligations under this Lease, and each such assignment or sublease shall expressly state that Lessee shall be and is jointly and severally liable for the payment and performance of Lessee's obligations hereunder.

Section 11.05. Transfer of Complex, or Premises by Lessor. In the event of Lessor's transfer of the Complex or the Premises, the transferee must expressly assume Lessor's obligations under this Lease. In such event Lessor shall notify Lessee of such transfer, and thereafter, Lessor shall be released from any further obligations hereunder. Lessee agrees in the event of such transfer to look solely to Lessor's successor-in-interest for performance of Lessor's obligations hereunder.

ARTICLE XII **DEFAULTS AND REMEDIES**

Section 12.01. Events of Default by Lessee. The following shall constitute an Event of Default by Lessee under this Lease, except that an Event of Non-Appropriation as set forth in Section 12.05 shall not constitute an Event of Default by Lessee:

- (i) Failure by Lessee to pay any amounts due hereunder, which failure shall continue for a period of five (5) days after notice thereof;
- (ii) Failure by Lessee to vacate the Premises on the termination of the Lease;
- (iii) Failure by Lessee to obtain Lessor's prior written approval of any sublease assignment, encumbrance, conveyance, or other transfer of the interest of Lessee in all or any portion of this Lease of any premises, or of any other actions for which written approval is required pursuant to the terms of this Lease;
- (iv) Failure by Lessee to perform any covenants condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied provided however that if such failure cannot reasonably be corrected with such thirty (30) day period and action is instituted with such thirty (30) day period until default is corrected, no event of default shall occur.

Section 12.02. Remedies. Whenever any Event of Default on the part of Lessee occurs, Lessor shall be entitled to:

- (i) Terminate the Lease and give notice to Lessee to vacate the Premises.
- (ii) Lease its interest in all or any of the Premises and/or recover from Lessee all amounts do hereunder; and/or
- (iii) Recover from Lessee that portion of the Rental due under the terms of the Lease;

- (iv) Enforce any provisions of the Lease by equitable remedy, including but not limited to enforcement of restrictions or assignments, subletting, incumbrance transformed by specific performance writ of mandamus or other injunctive relief;
- (v) Take whatever action to which Lessee is entitled in law or in equity.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor herein is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity. No delay or omission to exercise any right and/or power accruing upon any default can be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved in this Article, except as otherwise specified herein, no further notice is required.

Section 12.04. Waivers. Any waiver by Lessor of an Event of Default hereunder shall be a waiver only of that particular Event of Default so waived and Lessor shall not be deemed to have waived any other breach hereunder.

Section 12.05: Event of Non-Appropriation.

(a) An "Event of Non-Appropriation" shall mean a failure by the State legislature to appropriate or the Public Education Department to distribute sufficient funds to the Lessee to make the rental payments required by this Lease; and the resulting failure by the Lessee to advance and pay to Lessor those amounts necessary to perform its obligations under this Lease following the occurrence of the appropriation failures hereinbefore identified.

(b) In the event that an Event of Non-Appropriation occurs as hereinbefore defined, and as a result thereof, the Lease cannot continue for next year, the Lessee shall give written notice to Lessor within one (1) Business Day after the date on which the event of Non-Appropriation occurs, in which case the Lease shall automatically terminate effective as June 30 of the year in which the Event of Non-Appropriation occurs. The exercise of the Lessee's option to not renew this Lease shall be conclusively determined by the State Legislator's failure, (a) to appropriate by June 30 of each Fiscal Year sufficient amounts authorized and directed to be used to pay all Rent due in the next ensuing Fiscal Year or (b) within one (1) Business Day after the date on which Lessee becomes aware of the fact that the Public Education Department has failed or will fail on a timely basis to distribute sufficient funds to the Lessee to make the payments due to Lessor hereunder..

(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 rental payments 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 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 Premises.

(e) The Lessee shall, in all events, vacate the Premises and surrender it to the Lessor within 30 days following an Event of Non-Appropriation, but in no event later than June 30th of the year in which the Event of Non-Appropriation occurs. .

ARTICLE XIII **OPTION TO PURCHASE/FIRST RIGHT OF REFUSAL**

Section 13.01. Option to Purchase. During the Lease Term, should Lessee determine that it wishes to purchase the Complex, it shall have the option to purchase the Complex, which option must be exercised by notice in writing to the Lessor, which purchase must close within the Lease Term. In the event that Lessee exercises the option to purchase granted herein, the Purchase Price will be the fair market value of the property to be purchased as determined by the Parties. Notwithstanding the foregoing, the Parties may agree to a Lease Purchase Agreement which shall comport with the requirements of New Mexico Law.

Section 13.02. First Right of Refusal. Should Lessor, during the term of this Lease, receive an offer to purchase the Complex on terms and conditions which are acceptable to the Lessor and which Lessor desires to accept, then Lessor shall provide a copy of such offer to the Lessee, for its review. Thereafter, Lessee shall have ten (10) days from receipt of such offer to determine whether or not it wishes to purchase the Complex on the same terms and conditions which are reflected in the offer presented by Lessor to Lessee and to notify the Lessor of its determination in such respect. Provided however that should the Lessee fail to give notice of its intent to exercise such option to purchase within the term period specified, then in such event, Lessee shall be free to sell the property pursuant to the offer which was presented by Lessor to Lessee.

ARTICLE XIV **COMPLIANCE WITH LAWS**

Section 14.01. Compliance with Applicable Laws. Lessee shall at all times operate the Premises or cause the Premises to be used and operated in substantial compliance with all requirements of law, including but not limited to those Educational Occupancy Standards promulgated by New Mexico.

Section 14.02. Environmental Laws. During the term of the Lease, Lessee shall not use or dispose of hazardous substance, pollutant, or contaminant (as those terms are defined in the comprehensive and environmental response compensation and liability Act as amended 42 USC §9601 *et seq* or any applicable regulations promulgated thereunder), solid or hazardous waste, (as defined in the Resource Conservation and Recovery Act as amended, 42 USC 6901 *et seq* or any applicable regulations promulgated thereunder), special waste or petroleum or petroleum derivative derive substances, radioactive material or waste, polychlorinated biphenyls, asbestos or any other constituent of any of the foregoing on, in or about the Premises and/or the Complex in violation of any requirement of Laws, nor shall Lessee abandon or discard barrels containers,

or other open or closed receptacles containing any such items on, into or about the Premises and/or the Complex in violation of the foregoing laws.

ARTICLE XV **SUBORDINATION**

Section 15.01. Estoppel. This Lease and the rights of Lessee hereunder are expressly subordinate and subject to any mortgage, deed of trust, or other voluntarily hypothecation now or hereinafter made by Lessor encumbering the Premises and/or the Complex, including the land, buildings and other improvements included thereon or of which the Premises are part or any portions thereof, subject only to Lessee's receipt of a non-disturbance agreement for the benefit of Lessee in a form reasonably acceptable to Lessee. Lessee shall execute and deliver to Lessor such documents (in a form reasonably accepted to Lessee) and take such further action as Lessee in its reasonable discretion deems necessary or advisable to confirm, effect or maintain such subordination and non-disturbance.

Section 15.02. Delivery of Estoppel Statement. Lessee agrees that it will, from time to time, within fifteen (15) days after written request by Lessor, execute and deliver to Lessor a written statement addressed to Lessor or to a party designated by Lessor, which statement shall identify Lessee and this Lease and shall certify that this Lease is unmodified and in full force and effect, or if there have been modifications, that the same are in full force and effect as so modified; shall confirm the term commencement date; the Lease term, the amount of the rent and other sums due from Lessee hereunder, and the amount of any advance payments of rent, if any. Lessee shall also confirm to the best of its knowledge that Lessor is not in default as to any of Lessor's obligations under this Lease; or, if Lessor is in default, specifying the nature of such default; shall confirm Lessee's agreements contained herein and shall contain such other information or confirmations as Lessor may reasonably request.

ARTICLE XVI **INDEMNIFICATION**

Section 16.01. Indemnification by Lessee. Lessor releases and discharges Lessee and its "public employees" as defined in the New Mexico Tort Claims Act from any and all claims, damages and causes of action arising out of any damage to or destruction of the Premises or the Complex where such damages or destruction was not caused by the willful act of Lessee or any of its public employees. To the extent not covered by insurance and within the limits and subject to the provisions of the Tort Claims Act, Lessee shall protect, defend, indemnify and save Lessor harmless from all claims, actions, demands, liabilities and expenses of loss of life, damage or injury to persons or property, brought for or on account of any action or failure to act by Lessee, its agents, representatives and employees, pursuant to this Lease, except to the extent caused by the negligent or intentional acts or omissions of Lessor, its agent, representatives and employees.

Section 16.02. Indemnification by Lessor. Except as may be caused primarily by the gross negligence or intentional acts of Lessor, Lessor shall not be liable for: a) injury, damage or loss of business which may be sustained by Lessee or its agents, officers, directors, employees or invitees as to their goods, merchandise or property caused by or resulting from the condition or the state of

repair of the Premises and/or the Complex, or any portion of either; b) injury, damage or loss of business from fire, steam, electricity, gas, water or rain that may leak or flow from or into any part of the Premises and/or the Complex; or c) injury, damage or loss of business from breakage, leakage, obstruction or any other defects of the pipes, sprinklers, wires appliance, plumbing, air conditioning or lighting fixtures on the Premises and/or the Complex. Except as set forth in the previous sentence of this Section, and to the extent not caused by the negligence or intentional acts or omissions of Lessee, its agents, representatives and employees, Lessor shall protect, defend, indemnify, and save harmless Lessee from all claims, actions, demands, liability, and expenses of loss of life damage or injury to persons and property arising out of the negligent or intentional acts or omissions of Lessor, its agents, representatives and employees.

Section 16.03. Survival of Indemnities. The indemnities contained in this Lease shall specifically survive the expiration of the Lease Term or earlier termination of this Lease.

Section 16.04. Limitations on Indemnities. No indemnities contained herein shall extend to those matters for which indemnification is prohibited pursuant to NMSA 1978, Section 56-7-1 as amended, or NMSA 1978, Section 6-6-11.

ARTICLE XVII

SURRENDER AND HOLDING OVER

Upon the expiration of the Lease Term, Lessee shall deliver all goods and keys to the Premises and to the Complex to Lessor and shall surrender the Premises to Lessor broom clean and in as good order and condition as existed at the commencement of this Lease, ordinary wear and tear and damage by fire or other casualty not caused by Lessee, and loss due to condemnation or threat of condemnation excepted. In the event that Lessee continues to occupy the Premises after the expiration of the Lease Term, including any renewal hereon, such occupancy shall be considered a tenancy from month-to-month at a rate equal to the rate established for the last full calendar month of the Lease Term, and such tenancy shall be upon and subject to all of the other terms, provisions, and covenants set forth herein. Upon expiration or termination of the Lease, Lessee may remove at its expense any trade fixtures and unattached personal property previously placed on the Premises by Lessee. Any damage to the Premises caused by such removal shall be repaired by Lessee at the time of removal. Any other installations and all repairs, improvements, replacements, or alterations by Lessee to the Premises made by the Lessee shall, upon being installed, become the property of Lessor. However, Lessee shall promptly remove any alteration by Lessee or improvements to the Premises made by Lessee without Lessor's prior written consent or made with Lessor's consent but subject to Lessor's right to require its removal, if requested to do so by Lessor, and shall repair any damage to the Premises resulting from such removal. Notwithstanding the foregoing, Lessor may only require removal of alternations by Lessee, if Lessee was so advised that it would be required to do so at the time Lessor approved said alterations by Lessee.

ARTICLE XVIII
GENERAL PROVISIONS

Section 18.01. Notices; Demands. Any notice, or demand or other communication required or permitted by law or any provision of the Lease to be given or served on either party shall be in writing addressed to the party who is to be the recipient of such notice at the address set forth below, and shall be given by: a) depositing the same in the United States mail, registered or certified return receipt requested, postage prepaid; or b) delivered by an overnight private mail courier service which provides delivery confirmation. All notices shall be deemed to be delivered on the earlier of the three (3) business days after being deposited in the United States mail with postage prepaid; b) upon delivery by overnight courier; or c) upon actual receipt. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date such rejection, refusal or inability to deliver. Either Party may designate additional addresses for the receipt of notices or demands at any time by written notice to the other.

For purposes of this Section 18.01, Notices shall be sent to each of the Parties at the following addresses:

Lessor: **Copacabana Development Company, LLC**

c/o Nancy S. Cusack, Esq.
Hinkle Shanor, LLP
218 Montezuma Avenue
Santa Fe, New Mexico 88201
ncusack@hinklelawfirm.com

Or

Post Office Box 2068
Santa Fe, New Mexico 87504

With a copy of such notice to be emailed to mollymultedo@msn.com and fernandomultedo@msn.com

Lessee: THRIVE Community School
c/o Sean Duncan, Executive Director
7300 Old Santa Fe Trail
Santa Fe, New Mexico 87505
seanduncan@thriveschoolsf.org

With a copy of such notice to be emailed to dan@dmhlaw.us

Section 18.02. Attorneys' Fees. If any action or proceeding, whether judicial or non-judicial, is commenced with respect to any claim or controversy arising from a breach of this Lease or seeking the interpretation or enforcement of this Lease, including any exhibits attached hereto, in addition to any and all other relief awarded, the prevailing party in such action or proceeding

shall receive and be entitled to recovery all costs and expenses, including reasonable attorneys' fees and costs, incurred by it on account of or related to such action or proceeding.

Section 18.03. Binding Effect. This Lease shall inure to the benefit of and bind the parties hereto and their respective heirs, successors, personal representatives, and permitted assigns.

Section 18.04. Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the maximum extent permitted by law.

Section 18.05. No Waiver. A waiver by Lessor or Lessee of any breach of any provision of this Lease shall not be deemed a waiver of any breach of any other provision hereof or of any subsequent breach by said party of the same or any other provision.

Section 18.06. Time of Essence. Time is of the essence with regard to each party's performance of its obligations hereunder.

Section 18.07. No Third-Party Rights. The terms and provisions of this Lease shall not be deemed to confer any rights upon, nor obligate any party hereto to, any person other than the parties hereto.

Section 18.08. No Principal-Agent Relationship. Nothing contained in this Lease shall be construed as creating the relationship of principal and agent, partnership or joint venture between Lessor and Lessee.

Section 18.09. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of New Mexico.

Section 18.10. Warranty of Authority. Each person executing this document on behalf of a party hereto represents and warrants that he or she is duly authorized to execute the deliver this Lease on behalf of Lessor and Lessee, as applicable, and that this Lease is binding upon the party who is represented by such individual.

Section 18.11. Brokers. Lessor represents and warrants that it has not had any dealings with any realtors, brokers, or agents in connection with the negotiation of this Lease, except that it has agreed to pay Cozette E. Hansen, as Transaction Broker, a commission pursuant to a written agreement with Cozette E. Hansen, and agrees to hold Lessee harmless from any cost, expense or liability for any compensation, commission or charges claimed by any realtors, brokers or agents claiming by, through or on behalf of Lessor with respect to this Lease and/or the negotiation hereof, except as otherwise set forth herein. Lessee represents and warrants that it has been represented in the transaction by _____, and agrees to hold Lessor harmless from any cost, expense or liability for any compensation, commission or charges claimed by any realtors, brokers or agents

claiming by, through or on behalf of Lessee with respect to this Lease and/or the negotiation hereof, except as otherwise set forth herein.


Section 18.12. Counterparts. This Lease may be executed in several counterparts and all so executed counterparts shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties are not signatories to the original or same counterpart.

Section 18.13. Entire Agreement. This Lease Agreement represents the entire agreement between the Parties hereto regarding the subject matter hereof, and all prior negotiations or agreements are merged into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease effective as the first date written above.

LESSOR:

Copacabana Development Company, LLC
a New Mexico limited liability company

By:  Molly Matthews Multedo 04/29/22
Name: Molly Matthews Multedo
Title: Member & CFO

LESSEE:

THRIVE Community School

By:  Randi Valverde 04/29/22
Name: Randi Valverde
Title: Board Chair

FIRST LEASE AMENDMENT **Owner Maintains Facility to Statewide Adequacy Standards**

FIRST AMENDMENT to LEASE AGREEMENT for 7300 Old Santa Fe Trail, Santa Fe, NM 87505 (the Multedo Campus) . This FIRST AMENDMENT to the LEASE AGREEMENT for the Multedo Campus is entered into on April __, 2022 by and between Copacabana Development Company, LLC (“Owner”) and THRIVE Community School (“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 indicated above.

OWNER:

Copacabana Development Company, LLC
a New Mexico limited liability company

By:  Molly Matthews Multedo 04/29/22
Name: Molly Matthews Multedo
Title: Member & CEO

LESSEE:

THRIVE Community School

By:  Randi Valverde 04/29/22
Name: Randi N. Valverde
Title: Board Chair

The following described real property located in Santa Fe County, New Mexico, to wit:

Lot 4-A, as shown and delineated on plat of survey entitled "Boundary Survey prepared for Desert Academy showing Lot 4-A. . . all lying within Projected Section 7, T16N, R 10 E, NMPM, County of Santa Fe, New Mexico", recorded April 26, 2012, in Plat Book 744, Page 028, as Instrument Number 166749, records of Santa Fe County, New Mexico.

EXHIBIT
A

MULTEDO CAMPUS

7300 Old Santa Fe Trail
Santa Fe County, NM

A+B = Lease Period 5/1/22 -6/30/24

C = 7/1/23 - 6/30/24

Renewal Terms = Whole Campus

TOTAL EXISTING BUILDING (NET HEATED AREA)

Alda Multedo Building	= 9,913 SF
Lamy Modular Building	= 8,976 SF
Portable Classroom Building #1	= 1,400 SF
Portable Classroom Building #2	= 1,680 SF
Pool/Equipment Building	= 2,281 SF

TOTAL EXISTING HEATED SPACE = 24,250 SF

PARKING REQUIRED:

PARKING PER COMMUNITY SERVICE FACILITY STANDARDS: PARKING TO BE PROVIDED AT THE RATE OF ONE SPACE PER EMPLOYEE PLUS ONE SPACE PER 300 HEATED SF

138 EXISTING PARKING SPACES

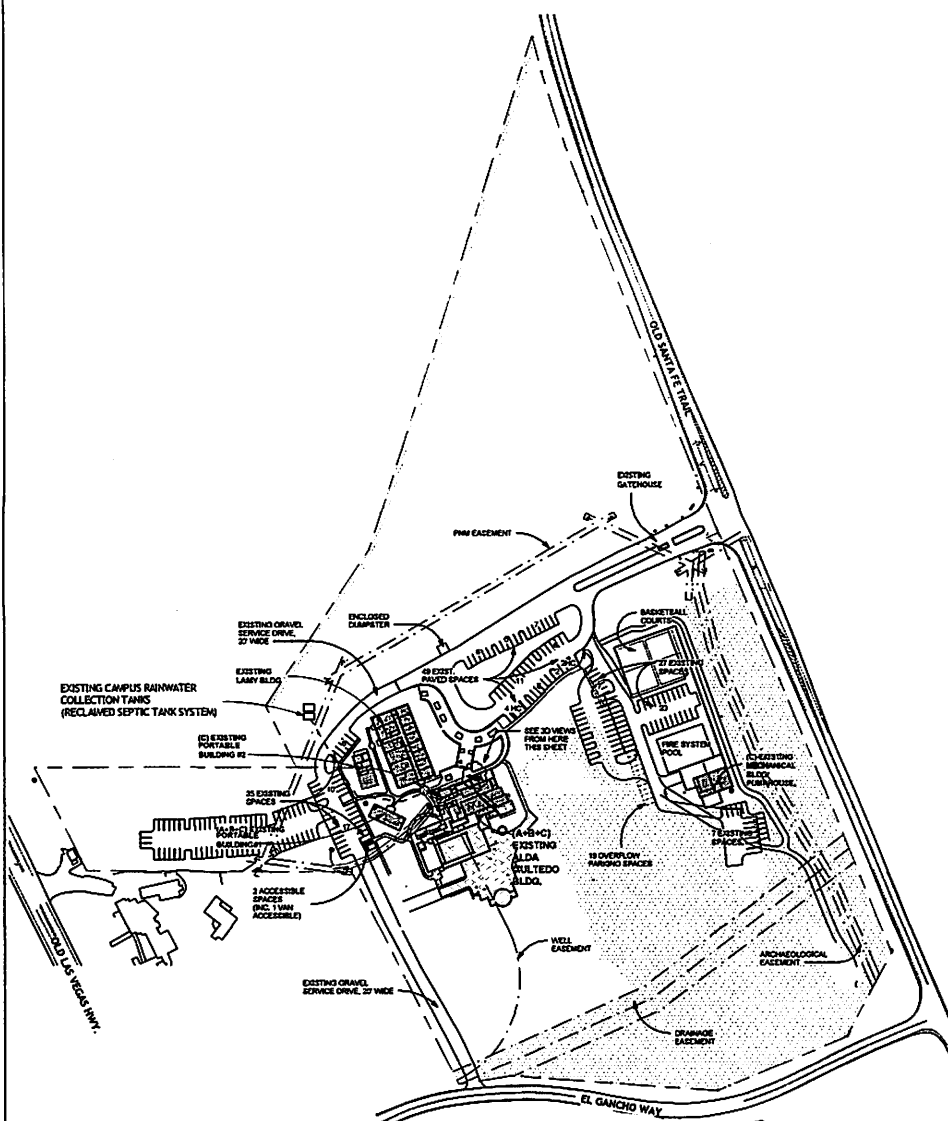
8 PAVED ACCESSIBLE SPACES (1)
43 PAVED REGULAR SPACES
67 GRAVEL/BASECOURSE SPACE
20 OVERFLOW PARKING SPACES

ACCESSIBLE SPACES REQUIRED PER NM COMMERCIAL CODE:

8 SPACES REQUIRED TO BE ACCESSIBLE WITH AT LEAST ONE OF THEM VAN ACCESSIBLE.

THERE ARE 8 EXISTING ACCESSIBLE SPACES INCLUDING TWO VAN ACCESSIBLE. EXISTING ACCESSIBLE

PARKING IS SUFFICIENT.

1 CAMPUS PLAN
1" = 100'-0"

RAINWATER COLLECTION

PER SANTA FE COUNTY REQUIREMENTS, RAINWATER COLLECTION =
173 SF X 1.5 GALLONS/SF = 260 GALLONS.

RUNOFF FROM NEW ROOF IS DIRECTED TO A SINGLE CANAL THAT DROPS THE RAINWATER INTO AN EXISTING PLANTED AREA. OVERFLOW FROM THIS AREA WILL ENTER THE EXISTING STORMWATER DRAIN LINE AT THE MAIN BUILDING ENTRANCE. THIS LINE LEADS TO THE MAIN CAMPUS RAINWATER COLLECTION SYSTEM.

LANDSCAPING
THE NEW BUILDING AREA IS PREDOMINANTLY LOCATED BELOW AN EXISTING BALCONY AND THE SURROUNDING AREA IS CURRENTLY HEAVILY LANDSCAPED. THE NEW BUILDING AREA IS NOT PUBLICLY VISIBLE. NO ADDITIONAL LANDSCAPING REQUIRED.Owner
Copacabana Development Co. LLC
Santa Fe, New Mexico

Original Plat & Plans provided by:

Mathay & Associates, Architects
2 Camino Pequeno, Santa Fe, NM 87501
505-988-9054; mathayarchitecture@gmail.com