

Charter Contract
Between the New Mexico Public Education Commission
And
[NAME OF CHARTER SCHOOL]

This Charter Contract, is hereby entered into by and between the New Mexico Public Education Commission (“COMMISSION”), and [NAME OF CHARTER SCHOOL] (“School”), a New Mexico Charter School, by and through the School’s GOVERNING BOARD, effective this __ day of _____ 20__.

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 (“Act”), Section 22-8B-1, et seq., NMSA 1978, to approve charter school applications and to negotiate and execute, in good faith, charter contracts that meet the requirements of the Act with the governing board of an authorized State charter school; 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 Contract for each authorized State charter school; and,

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

WHEREAS, the COMMISSION approved the School’s charter renewal application /charter application for the School] on [DATE OF CHARTER APPLICATION APPROVAL], and now enters this Charter Contract; and,

WHEREAS, pursuant to the Act, the COMMISSION and the GOVERNING BOARD wish to enter into this Charter Contract, in compliance with the Act, in order to define each Party’s responsibilities, and provide the financial, academic, and operational performance expectations that will guide the monitoring, oversight and evaluation of the School by the COMMISSION and Commission staff.

NOW, THEREFORE, in consideration of the representations and mutual promises herein contained, the COMMISSION and the GOVERNING BOARD agree:

SECTION 1: DEFINITIONS

Terms shall have the meaning as specified in this section wherever used in this Charter Contract, including the foregoing recitals, unless the context clearly requires otherwise.

“Attendance for Success Act” means Sections 22-12A-1 through 22-12A-14, NMSA 1978.

“Audit Act” means Sections 12-6-1 through 12-6-14, NMSA 1978.

“Chair” means the chairperson of the COMMISSION, as elected by the members of the COMMISSION, pursuant to COMMISSION rules of procedure.

“Charter Representative(s)” means the President and any other person(s), authorized by the GOVERNING BOARD to sign the Charter Contract, and other documents, and to legally bind the School to the Charter Contract and other documents as required under the Act.

“Commission” means the Public Education Commission

“Commission” staff means the Charter School Division or legal counsel for the Commission.

“Corrective Action Plan” or “CAP” means a plan developed by the School and submitted to the COMMISSION to remedy operational or financial violations or problems or address academic performance issues.

“CSD” means the Charter School Division of the Department.

“Days” means calendar days.

“Department” means the Public Education Department of the State of New Mexico.

“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 School.

“Governing Board” means the governing board of the School, as authorized under the Act.

“Head Administrator” means the State licensed school administrator and as otherwise defined by law, hired by the GOVERNING BOARD to manage the day-to-day operations of the School.

“Instructional Hours” means the mandatory instructional time during which students are engaged in a School-directed program, and for which the Attendance for Success Act is enforced.

“Mission” means the educational and pedagogical mission of the School, as provided herein.

“NMAC” means the New Mexico Administrative Code, which contains the State regulations.

“NMSA” means the New Mexico Statutes Annotated, which contain the State laws.

“PEC Policy and Procedures Manual” means the manual adopted by the Public Education Commission containing the policy and procedures it has adopted on _____ for its authorizing practices.

“President” means, for purposes of this Charter Contract, the member selected and authorized by the GOVERNING BOARD to legally bind the GOVERNING BOARD to this Charter Contract, even if this member operates under a different working title (e.g., Executive Director, Director or Chair).

“Procurement Code” means Section 13-1-101, et seq., NMSA 1978.

“Public School Finance Code” means Section 22-8-1, et seq., NMSA 1978.

“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.

“State” means the State of New Mexico.

SECTION 2. NOTICE, EXHIBITS AND APPENDICES

The parties provide the following Exhibits and the GOVERNING BOARD provides the following Appendices showing the required documentation. Changes to the Exhibits or Appendices shall be provided on forms and within the time frames provided by the COMMISSION in the PEC Policy and Procedures Manual for approval by, or notification to, the COMMISSION.

Exhibits incorporated into the Contract		Changes: Approval or Notification
Exhibit 1	Performance Framework	PEC approval needed
Exhibit 2	Board of Finance authorization letter from COMMISSION	Required at all times
Exhibit 3	List of Discretionary Waivers	Notification to PEC of change required
Appendices providing evidence of requested information		
Appendix A	Governing Board Certifications of Legal Obligations and Commitments	New board members must submit the assurance form
Appendix B	Lottery and enrollment policy	Must conform to PEC policy (citation)
Appendix C	Lease	Notification to PEC of change required with copy provided
Appendix D	Memorandum of Understanding with a Foundation	Notification to PEC of change required
Appendix E	Non-Profit Foundation’s Members, Director and Each Member’s Signed Conflict of Interest Disclosure	Notification to PEC of change required
Appendix F	Agreement(s) with Essential Third Parties	Notification to PEC of change required
Appendix G	Bylaws	Notification to PEC of change required with copy provided
Appendix H	Documentation showing approval as a Board of Finance; Governing Board as Board of Finance Supporting Documents for Board of Finance Designation; and School Business Official License and State Certification for Designated Procurement Officer	New board members must submit the appropriate forms

SECTION 3: SCHOOL SPECIFIC TERMS

The GOVERNING BOARD is publicly entrusted and charged to deliver educational results to the students of the school and with the obligation to account for and oversee public school funds as agreed to in this Charter Contract and be accountable to the COMMISSION and the State for the School’s funds

and performance in accordance with applicable law. Each GOVERNING BOARD member has executed an assurance document regarding his/her obligations, **Appendix A.**

3.1 Public School. The GOVERNING BOARD shall ensure that the School

- i. is a nonsectarian, nonreligious and non-home-based public school;
- ii. is identifying, evaluating and offering a free appropriate public education to all eligible children who accepted for enrollment in the School including through an appropriate lottery and enrollment process, **Appendix B;**
- iii. is complying with all applicable federal and state employment laws, rules and regulations. The GOVERNING BOARD shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to age, race, creed, color, religion, sex, sexual orientation, gender identity, spousal affiliation, national origin or disability.

3.2 Operation as Public School. The School shall operate as a public school consistent with the terms of the Charter Contract, and all applicable laws; shall achieve student outcomes according to the educational standards established by law, this Charter Contract and the Performance Frameworks, **Exhibit 1**, and shall be governed and managed in a financially prudent manner. The Performance Frameworks, **Exhibit 1**, are material terms of this Charter Contract pursuant to NMSA 1978, §NMSA 1978 Section 22-8B-(K).

3.3 Charter Contract Term. This Charter Contract shall be in full force and effect from July 1, _____ until June 30, _____, unless the Charter is revoked by the COMMISSION pursuant to the Act. The Charter Contract will not automatically be renewed or extended; the charter and Charter Contract may be renewed by the COMMISSION upon timely application by the School pursuant to the Act, and upon such terms and conditions consistent as allowed under the Act.

3.4 Mission and Report. The School shall implement the mission.

Mission: _____

3.5 Educational Program: The School's educational program shall be as described below

- A. _____
- B. _____
- C. _____
- D. _____ add more as necessary

3.5.1 In person instruction. Unless the School is authorized as a virtual school, the School must provide in-person instruction at the Facility. Except as otherwise ordered by the State health/executive orders relating to public health and education, the School shall provide instruction as follows:

- i. in-person on-site instruction for ____% of the educational hours of the school

- ii. virtual instruction provided by school personnel for ____% of the educational hours of the school and
- iii. virtual instruction with non-school personnel through a virtual school program as described here: _____

3.6 Enrollment Cap and Authorized Grade Levels.

The School shall serve no more than _____ students in grades _____.

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 GOVERNING BOARD the authority to allow the School 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.

3.7 Authorized Facility. Unless the School is authorized as a virtual school, the School must provide in-person instruction at the Facility. The School shall provide educational services, including the delivery of instruction, only at the following authorized location(s):

School Name

Street Address

City, State Zip

The School shall provide a copy of the lease(s) associated with the Facility, **Appendix C** and provide information to the COMMISSION on any changes to the lease on forms and within the time frames provided by the COMMISSION in the PEC Policy and Procedures Manual

3.7.1 Facility Capacity. The School may not exceed the building capacity of the Facility, which is _____.

3.7.2 Meet Legal Standards. The GOVERNING BOARD shall ensure that the Facility meets the standards in law and shall ensure that the Facility complies with all applicable federal, State and local health and safety standards and other applicable laws, regulations and rules.

3.8 Third Party Contracts and Relationships

3.8.1 Public Funds Limitation. The GOVERNING BOARD shall not contract with a for-profit entity for the management of the charter school. The GOVERNING BOARD must ensure that any third-party contracts for the expenditure of public funds comply with the Procurement Code, and such other applicable laws, rules and regulations.

3.8.2 Foundation Declaration. (Strike if not applicable). The School has a relationship with _____, a non-profit foundation the primary purpose of which is

- i. to provide financial support to the School through privately-raised funds or grants,

- ii. to provide a Facility and facilities related costs for the School, paid for by the School, as follows _____ and
- iii. additionally to utilize payments received from the School as follows:

The agreement governing the relationship between the School and the foundation is **Attachment D**. The members of the foundation’s Board of Directors and its Executive Director are provided, along with a signed conflict of interest disclosure from each member, as **Attachment E**. The School will provide updated information when there are changes to the foundation’s Board of Directors and its Executive Director on forms and within the time frames provided by the COMMISSION in the PEC Policy and Procedures Manual, and shall confirm the accuracy of information provided when requested by the COMMISSION.

3.8.3 Essential Third Party Relationship Declaration. (Strike if not applicable) The GOVERNING BOARD or School has a relationship that is essential to the implementation of the School’s mission or educational program with _____. The agreement governing the relationship between the School and _____ is included as **Attachment F**.

3.8.4 Notification of Discretionary Waivers. Notice must be provided to the COMMISSION regarding any waivers the School is utilizing or has requested from the Secretary. All discretionary waivers are identified in **Exhibit 3**. The School will provide updated information when there are changes to the discretionary waivers on forms and within the time frames provided by the COMMISSION in the PEC Policy and Procedures Manual.

3.9 Reporting. The assessment of performance of the school will be conducted as follows:

- i. Annually through the indicators identified in the Performance Framework, **Exhibit 1**, including through the School’s reporting on the School’s mission and/or school-specific measures set forth in the Performance Framework;
- ii. Annually during the performance review site visit required by the Act, as evaluated through the site visit team’s observations and the School’s response to any such observations; and
- iii. Upon any application for charter contract renewal, through a narrative in the renewal application.

SECTION 4: ROLE AND RESPONSIBILITIES OF THE COMMISSION

The COMMISSION, as the Chartering Authority, shall:

4.1 Comply with Legal Obligations. Conduct its activities and provide appropriate notices in accordance with the PEC Policy and Procedures Manual, the Act and this Charter Contract;

4.2 Timely Respond to Submissions. Evaluate all submissions by the GOVERNING BOARD or School, including amendment requests, and act timely on any such submissions or requests.

4.3 Provide School Evaluation and Oversight. Evaluate and monitor the performance and legal compliance of the School, including conducting an annual site visit through CSD staff, and providing feedback to the School on areas of concern within 30 days of CSD presenting the annual report to the COMMISSION at an open meeting.

4.4 Review and Determine School Charter Status. Review all relevant information to determine whether the School's Charter Contract merits a suspension, revocation, renewal, renewal with conditions or nonrenewal.

4.5 Renewal: Within the time period established by the Act, the GOVERNING BOARD may submit a renewal application to the COMMISSION using the COMMISSION's renewal application form. The application shall include all information required by law and necessary for the COMMISSION to determine whether to renew the Charter Contract, non-renew, or renew with conditions. The COMMISSION may renew, non-renew or renew the Charter Contract with conditions in accordance with law and the PEC Policy and Procedures Manual related to renewal.

4.6 Intervention Ladder. The COMMISSION may identify a performance issue under this Charter Contract, the COMMISSION may issue a Notice of Intent to Place the School on the Intervention Ladder developed as part of the PEC Policy and Procedures Manual and shall then follow the procedures set forth therein to address the issue.

4.7 Revocation or Suspension Hearing: The COMMISSION may take action to suspend or revoke the Charter of the School in accordance with law and process set forth in the PEC Policy and Procedures Manual for suspension and revocation, including the procedure for a hearing on the revocation or suspension.

4.8 Department Withholding and Expenditures The Department is allowed to withhold and use up to two percent (2%) of the school-generated program cost for the administrative support of the School as provided in Section 22-8B-13 NMSA 1978. The School and the COMMISSION may jointly request an accounting from the Department of the two percent withheld from the School for COMMISSION and Department expenditures.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE GOVERNING BOARD

The GOVERNING BOARD is ultimately responsible to the COMMISSION and the State for the academic, operational and financial performance and legal compliance of the School as set forth in this Charter Contract and in the Performance Frameworks, *Exhibit 1*. The GOVERNING BOARD

- i. is responsible for the policy decisions of the School;
- ii. is responsible for hiring, evaluating, and terminating the Head Administrator of the School; and
- iii. is entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations, including those pertaining to conflicts of interest, public school finance, and procurement.

5.1 Governance of the Board. The GOVERNING BOARD shall:

5.1.1 Establish Bylaws. Govern the School in the manner set forth in the GOVERNING BOARD's bylaws, **Appendix G**. Notice of amendments or changes to the Bylaws shall be provided on forms and within the time frames provided by the COMMISSION in the PEC Policy and Procedures Manual.

5.1.2 Ensure Members Meet Requirements. Ensure that GOVERNING BOARD

- i. has at least the minimum number of required board members and replace any member within 45 days of removal/resignation.
- ii. complies with training requirements.
- iii. has each member sign a certificate, **Appendix A**, certifying the legal obligations undertaken and offering assurance of each member's commitment to comply with all federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools;
- iv. notifies the COMMISSION of all changes in the GOVERNING BOARD's membership, and provide a signed certification from new members on forms and within the time frames provided by the COMMISSION in the PEC Policy and Procedures Manual; and
- v. notifies the COMMISSION within 15 days of a finding by the COMMISSION, Head Administrator or independent investigator that a GOVERNING BOARD member was found to have inappropriate contact as defined in the School's policies with a student or other minor. Further, the GOVERNING BOARD or Head Administrator shall notify the COMMISSION within 15 days of being notified of a conviction or convictions for, any crime related to the misappropriation or theft of School funds or property by a GOVERNING BOARD member.

5.2 Board of Finance Designation.

5.2.1 Required Information. The GOVERNING BOARD shall, at all times, be qualified and designated to act as a board of finance for public school funds, as demonstrated in **Appendix H**, which contains:

- i. The names, home addresses, personal email addresses, and personal phone numbers of each member;
- ii. A statement signed by every member stating that the GOVERNING BOARD agrees to consult with the CSD on any matter not covered by the manual of accounting and budgeting (<https://www.nmdfa.state.nm.us/financial-control/resource-information/manuals/>) before taking any action relating to funds held by it as a board of finance;
- iii. A signed affidavit from each member declaring that the member is not a member of the governing body of any other charter school, 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;

iv. Affidavit(s) signed by the School's licensed business official who will be given the responsibility of keeping the financial records of the School, describing their training, professional licensure and degree(s);

v. A copy of a certificate of insurance that indicates that the person(s) who will be entrusted with handling the funds of the School are adequately bonded; and

vi. Have a designated licensed School Business Official ("SBO") and State Certified Chief Procurement Officer ("CPO") and provide their CPO certification].

5.2.2 Updated and Current Information. The GOVERNING BOARD shall ensure that the Commission is provided with updated and current information on forms and within the time frames provided by the COMMISSION in the PEC Policy and Procedures Manual.

5.2.3 Board of Finance Suspension. If at any time, the GOVERNING BOARD's qualification as a board of finance is suspended by the Department pursuant to NMSA 22-8-39, the COMMISSION shall consider whether to commence proceedings to suspend, revoke or non-renew the charter due to serious or repeated mismanagement, improper recording or improper reporting of public school funds under its control. If the COMMISSION decides not to revoke the charter, the GOVERNING BOARD shall be required to develop and successfully implement a Corrective Action Plan in consultation with the Department to address the conditions and causes that raised for consideration the suspension of the board of finance designation.

5.3 Ensure Compliance with Generally Accepted Professional and Legal Standards. The School shall meet, as determined by the independent state auditor, generally accepted standards of fiscal management which shall mean

i. complying with all applicable provisions of the Public School Finance Code, the Procurement Code, and the Audit Act;

ii. paying accepted invoices as they fall due or in the usual course of business;

iii. complying with all federal requirements related to federally funded programs and awards;

iv. refraining from gross incompetence or systematic and egregious mismanagement of School finances or financial records; and

v. preparing and fairly presenting 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.

5.4 Federal Grant Fund Accountability. If the School receives federal grant funds that flow through the Department, the GOVERNING BOARD shall ensure that the School timely submits financial and other reports required by the Department for the receipt of such funds.

5.5 Insurance Required. Obtain and maintain appropriate insurance in accordance with applicable federal, State and local rules, regulations and statutes, and provide the types, limits and deductibles.

SECTION 6: INTERACTIONS BETWEEN THE PARTIES.

6.1 Access Required. The School shall allow the COMMISSION and its authorized representatives to visit the School and Facility with reasonable notice and inspect records showing compliance with the Charter Contract, Performance Framework, *Exhibit 1* and applicable law.

6.2 Making information available to COMMISSION when requested. The School shall provide information as may be reasonably requested by the COMMISSION. The COMMISSION and staff agree to obtain data from the PED when that data has already been provided to PED.

6.3 Timely Submit Documentation. The School shall timely submit all documentation, financial and other reports required by or the COMMISSION or its authorized representative(s) not otherwise available to the COMMISSION from the Department or any of its bureaus or divisions in order to evaluate the School’s compliance with applicable federal, state and local rules, regulations and statutes relating to public education, and to demonstrate that the School is financially viable and stable.

6.4 Records.

6.3.1 Records of Compliance with the Contract. The School shall maintain records that show compliance with the Contract and Performance Framework, *Exhibit 1*, including the School-specific indicators, and provide such information to CSD at the annual site visits and as may be reasonably requested at other times.

6.3.2 Student Records. The School shall maintain student records in accordance with all federal and State laws, including those regarding privacy, and comply with State public records retention requirements.

6.3.3 Student Attendance and Instructional Hours. The School shall maintain records to document daily student attendance and comply with the number of overall instructional hours required by State law, based on the grade levels served, which may be verified through budget reporting and school academic calendars.

6.3.4 Notice of Violation of Law. The School shall provide a written copy to the COMMISSION of a final determination from another State division or agency, or State or federal court finding a violation of law by the School.

SECTION 7: STANDARD TERMS

7.1 Notice. 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 a	At the email address of the Chair of the

<p>PED maintained school directory.</p> <p>Email is the primary notification.</p>	<p>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>
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The Commission may make changes in the address of its contact person by posting the change(s) on its website.

7.2 Applicable Law. This Charter Contract shall be governed and interpreted in accordance with applicable New Mexico and federal laws.

7.3 Amendments. In the event of a change in the law that affects the implementation of this Charter Contract or adds additional requirements, this Charter Contract shall be deemed to be amended to conform to this change. In the event of a change in the law, either party may request that the parties clarify this Charter Contract as it relates to the law change. If either party believes that the change impairs the current contract, in which case the parties shall meet to attempt to resolve any dispute. If resolution cannot be reached, the parties may appeal the impasse to the Secretary as provided in NMSA 1978 section 22-8B-9. The Charter Contract shall not be otherwise altered, changed or amended except as executed in writing by the Parties hereto.

7.4 Waiver. Either party's failure to insist on strict performance of any term or condition of the Charter Contract shall not constitute a waiver of that term or condition.

7.5 Invalid Term or Condition is Severable. The provisions of this Charter Contract are severable. If any term or condition is held to be invalid or unenforceable, the remainder of this Charter Contract shall not be affected and shall be valid and enforceable.

7.6 Assignment. Neither party may assign or transfer any right or interest in this Charter Contract unless authorized by law or agreed to by both parties. No assignment, transfer or delegation of any duty of the School, nor a request to transfer to another charter school authorizer shall be made without prior written permission of the COMMISSION.

7.7 Dispute Resolution: Disputes between the School and the COMMISSION shall be subject to the dispute resolution process set forth in this section.

7.7.1 Scope. Disputes arising out of interpretations of state or federal statute, regulation, or policies of a federal entity or a different state entity, Charter revocation, suspension or renewal shall not be subject to this dispute resolution process.

7.7.2 Notice of Dispute: Notice must be provided in writing that a dispute exists within 30 days from the date the dispute arises. The notice of dispute shall identify a description of the matter in dispute, and copies of any documentation that supports the position.

7.7.3 Continuation of Charter Contract Performance: The GOVERNING BOARD and the COMMISSION agree that the existence and details of a dispute notwithstanding, the Parties shall

continue without delay their performance of this Charter Contract, except for any performance that may be directly affected by such dispute.

7.7.4 Response to Notice and cure of the matter in dispute: Upon receipt of a Notice of Dispute, the COMMISSION or the Head Administrator shall have 15 days to respond in writing. The written response may:

- i. Propose a course of action to cure the dispute;
- ii. Propose informal discussions to resolve the matter; or
- iii. Require the parties select a neutral third party to assist in resolving the dispute.
- iv. If no response is received within 15 days, the aggrieved party sending the Notice of Dispute may invoke the process for selecting a neutral third party to assist in resolving the dispute.
- v. 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.

7.7.5 Selection of a neutral third party to assist in resolving the dispute:

- i. 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 neutral third party along with his/her qualifications.
- ii. If the other party does not agree to the proposed neutral third party, it shall identify an alternate neutral third party along with his/her qualifications within seven (7) days.
- iii. If the other party does not agree with the alternate designation, it shall give notice within seven (7) days.
- iv. In the event that the Parties cannot agree on a mediator the Parties shall request the assignment of a mediator from the Office of Dispute Prevention and Resolution, of the General Services Department's Risk Management Division. The assigned 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 neutral third party. 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.

GOVERNING BOARD of CHARTER SCHOOL NAME

Executed this day of 20__.

By Charter Representative(s):

[NAME], President.

[NAME, Title.]

NEW MEXICO PUBLIC EDUCATION COMMISSION

Executed this day of 20__.

[NAME], Chair.

DRAFT 072122

DRAFT 072722

NOTES TO DELETE

4.5.6 Non-Profit Foundation Declaration IF NONE The School does not have a relationship with a non-profit foundation, the primary purpose of which is to provide financial support to the School. If a relationship should occur, the school shall provide the agreement governing the relationship between the School and the foundation as Attachment F. The members of the foundation's Board of Directors and its Executive Director shall be provided, along with a signed conflict of interest disclosure from each member, as Attachment G.

4.5.7 Other Third Party Relationship Declaration IF NONE

4.5.7.1 Legal Agreement Provided. The GOVERNING BOARD or School does not have a legal relationship with a third party entity that is distinct from a relationship with a non-profit foundation described above. If the school establishes a third party relationship, the legal agreement governing the relationship between the School and the third party entity shall be included as Attachment H.

4.5.7.2 Prior Approval Required. If a third party relationship is established, changes to the document set out as Attachment H, or to its legal relationship and agreements with a third party entity requires the prior approval of the COMMISSION, which approval shall not be unreasonably withheld.

4.5.7.3 Compliance. If a third party relationship is established, the legal agreement in Attachment H shall comply with all provisions of this Contract and State law, and the School shall not be governed by, and is financially independent from, a third party entity.

4.5.7.4 Compliance Review. If a third party relationship is established, the COMMISSION shall be permitted to review the legal agreement and other relevant documents and records to determine whether the legal relationship between the School and a third party entity complies with all provisions of this Contract and State law, and to determine that the School is not governed by, and is financially independent from a third party entity.

5.10 School Personnel and Agents.

5.10.1 Volunteers. Comply with State requirements regarding the use of school volunteers

5.10.2 Background Checks. Comply with the requirements of Section 22-10A-5 NMSA 1978, relating to background checks for all staff, instructors, and volunteers, in whatever capacity, working unsupervised with its students or at the Facilities.

5.10.2.1 Policies and Procedures. 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.

5.10.2.2 Criminal Offender Employment Act. The School shall comply with the Criminal Offender Employment Act.

5.10.2.3 Report Conviction of Licensed or Certified Employee. The Head Administrator shall report to the Department and the COMMISSION any known conviction of a felony or misdemeanor involving moral turpitude of a licensed or certified employee.

5.10.3 Notification of Allegations, Misconduct and Convictions. Notify the COMMISSION within 15 days of any and all written complaints of inappropriate contact as defined in the School's policies, or convictions for inappropriate contact with a student or other minor by any staff member, employee, volunteer, agent or contractor and shall notify the COMMISSION within 15 days of allegations of, or convictions for, any crime related to the misappropriation or theft of School funds or property by any staff member, employee, volunteer, agent or contractor.

5.10.4 Investigate Allegations. The Head Administrator or an authorized representative shall investigate all allegations of ethical misconduct about any licensed or certified employee who resigns, is being discharged or terminated or otherwise leaves employment after an allegation has been made, or incident occurs.

5.10.4.1 Substantiated Findings. If the investigation results in a finding of wrongdoing, the Head Administrator shall report the identity of the licensed or certified employee and attendant circumstances of the ethical misconduct on a standardized form to the Department and the licensed or certified employee within 30 days following the separation from employment.

5.10.4.2 Agreements Restricted. No agreement between a departing licensed or certified 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.

5.11 Comply With Public Education Laws. Operate as a public school and comply with all applicable federal, state and local rules, regulations and statutes relating to public education, including those listed below, unless the School or charter schools are specifically exempted from the particular provision of law.