

# The GREAT Academy

## Table of Contents

(Each section listed below is a hyperlink, click to go to the page)

1. Contract
  - a. Form to complete for condition
2. Performance Framework
  - a. Academic
    1. School specific goals
  - b. Organizational
  - c. Financial
3. Appendices

Charter Contract Between the  
New Mexico Public Education Commission  
And  
the GREAT Academy

This Charter Contract, (the “Contract”), is hereby entered into by and between the New Mexico Public Education Commission, (the “Commission”), and the GREAT Academy (the “School”, and, together with the Commission, the “Parties”), a New Mexico Charter School, effective this 1st day of July, 2022

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

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

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

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

WHEREAS, the Secretary of the Public Education Department entered a decision and order for the Public Education Commission to enter into a contract with the School (the “Charter”) and address the following:

IT IS FURTHER ORDERED that in entering into the contract, the New Mexico Public Education Commission and the GREAT Academy include, but not be limited to, conditions pertaining to the GREAT Academy Foundation operations, the GREAT Academy Foundation financial conditions, the GREAT Academy’s instructional spending, the GREAT Academy Personnel and Payroll, and conditions involving the GREAT Academy Governing Board training and board operations consistent with the training.

and,

WHEREAS, pursuant to the Act and the Charter, the Commission and the School wish to enter into this Contract in compliance with the Act, and in order to set out the performance

frameworks, as that term is defined in the Act, that define the financial, academic, and operations performance indicators, measures and metrics that will guide the evaluation of the School.

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

#### SECTION 1: DEFINITIONS

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

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

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

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

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

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

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

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

“Days” means calendar days.

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

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

“Effective Date” means the effective date of this Contract, which is July 1, 2022.

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of New Mexico.



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

## SECTION 2: SCOPE

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

IT IS FURTHER ORDERED that in entering into the contract, the New Mexico Public Education Commission and the GREAT Academy include, but not be limited to, conditions pertaining to the GREAT Academy Foundation operations, the GREAT Academy Foundation financial conditions, the GREAT Academy’s instructional spending, the GREAT Academy Personnel and Payroll, and conditions involving the GREAT Academy Governing Board training and board operations consistent with the training.

The parties agree that the conditions will be met by the School and the GREAT Academy Foundation providing annual assurance to the CSD of each condition shown on the Conditions Completion template attached as Attachment 1. The conditions will be deemed not to have been met if the Condition Completion template is not provided in a timely manner to CSD or the School is unable to certify in the template that the actions were taken as agreed upon and outlined in the template.

3. On or about October 20, 2021, the PEC requested investigations by the State Auditor, Office of General Counsel/Licensing Bureau of the Public Education Department, Office of the Attorney General, and the FBI into actions taken by the School. The PEC reserves the right to take, and the School reserves the right to challenge, action under the terms of this Contract and as authorized by law if any of these entities make findings based on an investigation or audit even though the actions addressed in the investigation or audit may have taken place prior to the term of this Contract.

Further, and without limiting the right of the PEC to take action allowed to it in law, the parties agree to address any concerns or findings raised in these investigations either by modifying terms of this Contract or the Conditions agreed to herein.

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

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

- i. The Charter School must maintain one or more Charter Representative(s), including one Charter Representative who is a Head Administrator, and provide contact information to the Commission within 30 days of the change of a Charter Representative(s).
  - ii. The Commission shall direct all communication with regard to the Charter and the Contract to the Charter Representative(s).
  - iii. The Charter Representative(s) shall respond to written communication from the Commission within the timeframe specified in the communication, which shall be no less than three business days absent exigent circumstance.
3. The Charter School is a public entity of the State of New Mexico, subject to all laws and regulations applicable to public entities.

### SECTION 3: TERM

1. The Parties intend to work together in good faith to create and renegotiate a new form of contract, which may also contain a new performance framework, by October 15, 2022 ("New Contract") which date may be extended by agreement of the Parties. If the New Contract is accepted by the Parties, it will replace this Contract and govern the relationship of the Parties. However, if the New Contract is not completed and agreed to by the Parties by December 31, 2022, the Parties shall operate under this Contract until such time as revisions/negotiations can be completed and agreed to by the Parties or until either party declares that the Contract shall stand for the entirety of the renewal term, unless further amended by mutual agreement.
2. Unless replaced pursuant to Section 3, Subsection 1 above, the term of this Contract shall be in full force and effect until June 30, 2027. The Contract will not automatically be renewed or extended; the Contract may be renewed by the Commission upon timely application by the School pursuant to the Act, and upon such terms and conditions as the Commission deems appropriate under the Act.

#### SECTION 4: REPRESENTATIONS, COVENANTS, AND WARRANTIES

1. **Purpose:** The School shall operate a public school consistent with the terms of the Charter and the Contract, and all applicable laws; shall achieve student outcomes according to the educational standards established by law, this Charter and Contract; and shall be governed and managed in a financially prudent manner.
2. **Mission:** The Charter School shall implement the mission identified below and shall report on the implementation of that mission in the manner described below.

The GREAT Academy's mission is to ensure that all students **Gain Real-world Experience** through **Active Transition**. Our vision is to see that every student takes advantage of the opportunity to earn college credit while in high school, understanding that through advanced academic training they will save time and money, which will enable them to gain employment and/or post-secondary success.

- 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 360 students in grades 6-12.
  - i. The School may make modifications as to the number of students in any particular grade, and number of students within a class to accommodate staffing decisions that are consistent with the School's programmatic needs; except that, nothing in this Contract shall give the School the authority to combine students from different grade levels into the same classroom unless the school's educational program explicitly provides for mixed grade or age education.
  - ii. The School must annually, prior to beginning the annual enrollment process,

establish the number of vacancies by grade level available for student enrollment in that year. That number will govern the enrollment throughout the school year.

- i. The School may not exceed the building capacity of the Facility.

#### **4. ~~Partner Organization or Management Company~~**

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

#### **5. Relationship with a Non-Profit Foundation**

- i. The school has a relationship with the GREAT Academy Foundation, a non-profit foundation the primary purpose of which is to provide financial support to the school or leases the facility for the charter school
- ii. The legal agreement or Memorandum of Understanding governing the relationship between the School and the foundation is Appendix 2.
- iii. The identity of the Board of Directors and Executive Director of 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:

The GREAT Academy is an in-person, asynchronous hybrid program that provides a learning environment in which five unique components are emphasized: virtual learning, Academic Improvement Plans (AIP) for all students, service learning, leadership and character education, and pathways to success (career pathways and a college preparatory pathway).

Teaching methods fall into two areas: support of students learning through the virtual/online Edgenuity program with staff support and face-to-face teaching. In both areas, the GREAT Academy teachers utilize technology in the classroom, differentiated instruction, cooperative learning, inquiry-based instruction and graphic organizers.

The GREAT Academy 9<sup>th</sup> and 10<sup>th</sup> graders participate in transition courses. TGA students also participate in SMART Labs that encourage career exploration.

The GREAT Academy has an early college model that makes accessibility to dual credit courses available to all students. Students begin taking dual credit courses in the 10th grade. To increase accessibility to these courses, The GREAT Academy has introductory level dual credit courses that are taught on campus by TGA teachers.

At The GREAT Academy, our hybrid model is defined as an environment where both traditional teaching and online learning are utilized. In addition, hybrid refers to the flexible environment of where the student receives instruction, whether that is on-campus or online.

Students in grades 6-10 attend on-campus and take core courses through Edgenuity and have face-to-face courses.

11-12 graders schedule accommodates the students' college schedule (dual credit courses) and/or work schedule. These students take the necessary core high school through Edgenuity.

## **7. Governance:**

- i. The School shall be governed by a governing body in the manner set forth in the governing body's bylaws, Appendix 4.
- ii. The School's Governing Body shall have at least five members at all times; the exact number of Governing Body Members shall be specified in the bylaws.
- iii. The School shall notify the Commission of all changes in membership within 30 days of the change.
- iv. The Charter School shall replace any member who is removed or who resigns

within 45 days of such removal or resignation.

- v. No member of the Governing Body shall serve on the governing body of another charter school, unless the School has been granted a discretionary waiver from the Secretary.
- vi. All governing body members shall comply with training requirements established in Section 6.80.5 NMAC, as amended.
- vii. The School shall notify the Commission within 15 days of any and all allegations of, or convictions for, inappropriate contact with a student or other minor by a member of the Governing Body, and shall notify the Commission within 15 days of allegations of, or convictions for, any crime related to the misappropriation of school funds or theft of school property by a member of the Governing Body.
- viii. The members of the Governing Body have a duty to comply with the provisions of this Contract, all applicable laws, including, without limitation, the Act, all regulations, and reporting requirements.
- ix. The Governing Body is responsible for the policy decisions of the School; is responsible for hiring, overseeing, and terminating the Head Administrator of the School; and is entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.
- x. The Governing Body shall, at all times, be qualified to act as a qualified board of finance as demonstrated in Appendix 5.
- xi. In order to initially become qualified as a board of finance, the school shall provide:
  - a. The names, home addresses, personal email addresses, and personal phone numbers of each member of the board;
  - b. A statement signed by every member of the Governing Body stating that the Governing Body agrees to consult with the Department on any matter not covered by the manual of accounting and budgeting before taking any action relating to funds held as a board of finance;
  - c. A signed affidavit from each member of the Governing Body member declaring that the member is not a member of the governing body of

any other charter school, unless it has been granted a waiver by the Secretary for that purpose, and that the member was not a governing body member of another charter school that was suspended and was not reinstated, or failed to receive or maintain its board of finance designation; and

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

#### **8. Operation:**

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

9. **Use of Volunteers:** The School covenants and represents that all volunteers it allows access to its students or the Facility will comply with state regulations regarding the use of volunteers set out in Section 6.50.18 NMAC.
10. **Background Checks:** The School shall comply with the requirements of Section 22-10A-5 NMAC 1978, relating to background checks for all staff, instructors, and volunteers, in whatever capacity, working with its students or at the Facility.
  - i. The School shall develop and implement policies and procedures to require background checks on an applicant who has been offered employment, and for all volunteers, contractors and contractor's employees with unsupervised access to students at the public school. The School shall comply with the Criminal Offender Employment Act.
  - ii. The Head Administrator of the School shall report to the Department any known conviction of a felony or misdemeanor involving moral turpitude of a licensed or certified school employee.
  - iii. The Head Administrator of the School or their respective designees shall investigate all allegations of ethical misconduct about any licensed or certified school employee who resigns, is being discharged or terminated or otherwise leaves employment after an allegation has been made, or incident occurs. If the investigation results in a finding of wrongdoing, the Head Administrator of the School shall report the identity of the licensed or certified school employee and attendant circumstances of the ethical misconduct on a standardized form to the Department and the licensed or certified school employee within thirty days following the separation from employment. No agreement between a departing licensed or certified school employee and the School shall diminish or eliminate the responsibility of investigating and reporting the alleged ethical misconduct, and any such provision or agreement to the contrary is void and unenforceable.
11. **Sites:** The School shall provide educational services, including the delivery of in-person instruction, at the following location(s):

6001-A San Mateo Blvd. NE Albuquerque, NM 87109

The School shall ensure the Facilities meet the charter school facilities standards in Section 22-8B-4.2(A, C, D) NMSA 1978, and shall ensure that the facilities comply with all applicable federal, state and local health and safety standards and other applicable laws, regulations and rules. The School shall provide the Lease(s) or Lease Purchase Agreement(s) for all facilities, which is attached to this contract as Appendix 9.

#### SECTION 5: PERFORMANCE FRAMEWORKS

1. **Performance Framework: Attachment A**, incorporated herein by reference, includes the Accountability Plan, Academic Performance Framework, Organizational Performance Framework, and Financial Performance Framework adopted by the Commission. These documents together set forth the academic and operational performance indicators and performance targets that will guide the Commission's evaluation of the School and the criteria, processes and procedures that the Commission will use for ongoing oversight of operational, financial and academic performance of the School.
2. **Academic Performance Indicators and Evaluation:** The School shall:
  - i. Provide a comprehensive educational program that aligns with the state academic standards prescribed by the Department for the grades approved to operate.
  - ii. Participate in the State-required assessments as designated by the Department or the U.S. Department of Education.
  - iii. Timely report student level data for State-required assessments to the Department and report student level data from school administered assessments, as requested by the Commission or on a bi-annual basis if that data is incorporated into the Academic Performance Framework adopted by the Commission.
  - iv. Meet or make substantial progress toward achievement of the Department's standards of excellence.
  - v. Meet or make substantial progress toward achievement of the Department's standards of excellence or the performance standards identified in the Academic Performance Framework as adopted and modified periodically by the Commission.
    - i. The Academic Performance Framework adopted by the Commission allows for the inclusion of additional rigorous, valid and reliable mission specific indicators proposed by a charter school to augment external evaluations of its performance, provided that the Commission approves of the quality and rigor of such proposed indicators and the indicators are consistent with the purposes

of the Act. Any such indicators will be incorporated into Attachment A.

- ii. If the School fails to meet its academic performance indicators in any year it must develop, submit, and begin implementing a School Improvement Plan within 60 days of the release of the academic performance information. The School Improvement Plan will be submitted to the Commission, but the Commission will not evaluate the quality of, or approve, the plan. The Commission may evaluate implementation of the plan through its annual site visits and provide feedback to the School regarding fidelity of implementation and effectiveness of the plan in improving School performance.
- iii. If the School does not meet the performance standards in the Performance Framework, it shall “make substantial progress” toward achievement of those standards as it is defined in the Commission’s Accountability Plan included in Attachment A.
- iv. Failure to meet or make substantial progress toward meeting the performance standards shall be sufficient justification to revoke or non-renew the School’s Charter.
- vi. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

**3. Organizational Performance Indicators and Evaluation:**

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

conduct annual site visits and all other auditing visits requested or required by the Commission or the Department.

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

**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:** The Commission, shall:

- i. Evaluate all applications submitted by this charter school, including properly submitted amendment requests, and act timely on any such applications or requests;
- ii. Monitor the performance and legal compliance of the School, in accordance with the requirements of the Act and the terms of the Charter and Contract;
- iii. Review all relevant information to determine whether the School merits suspension, revocation or nonrenewal. All evaluation and monitoring will be carried out using the processes and criteria established in the Accountability Plan in Attachment A;
- iv. Conduct all its activities in accordance with its chartering policies and practices, which shall be modified from time to time to be consistent with nationally

recognized principles and standards for quality charter authorizing in all major areas of authorizing; and

- v. Promptly notify the Governing Body of the School of unsatisfactory fiscal, overall governance or student performance or legal compliance and provide reasonable opportunity for the governing body to remedy the problem; Any such notice shall be provided in accordance with the Accountability Plan as provided in Attachment A.
- vi. The Commission is not required to allow the school the opportunity to remedy the problem if the unsatisfactory review warrants revocation.

#### SECTION 6: ADDITIONAL TERMS

1. **Withheld Two-Percent of Program Cost:** The Charter Schools Division of the Department may withhold and use two percent (2%) of the school-generated program cost for administrative support of the School as provided in Section 22-8B-13 NMSA 1978. These funds are to be utilized in the following manner:
  - i. New Mexico Public Education Department: The Department shall utilize the funds for the following purposes:
    - a. Funding the staff to conduct work for the Division, which shall include:
      1. Conducting annual site visits and annual evaluations under the Performance Frameworks; receiving, processing, evaluating and making recommendations on new applications, amendment requests, and renewal applications; receiving, processing, and evaluating complaints; making recommendations to revoke charters, as necessary; making recommendations regarding School Improvement and Corrective Action Plans, as necessary; overseeing the closure of charter schools; and making recommendations regarding the development and implementation of authorizing policies and practices to ensure they are consistent with nationally recognized principles and standards for quality charter authorizing in all major areas of authorizing; and
      2. Technical assistance and support work such as providing training for new Governing Board members; providing Governing Body

training; maintaining communication with the charter school field to keep them apprised of best practices, opportunities for support from Department, policy changes from the Commission; hosting other training and professional development; and developing other support materials.unding 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.

- b. Funding any other staff work necessary to provide professional support or data analysis to the Commission.
  - c. 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.
  - d. 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 by New Mexico public schools.

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

- i. **Criteria:** Pursuant to the Act, the Commission may revoke the Charter if the Commission determines that the School:
  - a. Committed a material violation of any of the conditions, standards or procedures set forth in the Contract,
  - b. Failed to meet or make substantial progress toward achievement of the



department's standards of excellence or student performance standards identified in the Contract,

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

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

- a. Notify the school at least 7 days prior to a regularly scheduled meeting that it will be on the agenda for consideration of whether to issue a Notice of Intent to Revoke the Charter.
- b. Issue a written Notice of Intent to Revoke the Charter within 15 days of voting to issue such a notice. The Notice shall:
  - 1. State the legal basis for the potential revocation, and reasonably identify the evidence that the Commission has to support the existence of the legal basis;
  - 2. Identify the date, location, and time at which a revocation hearing will be held;
  - 3. Establish deadlines for the School and the Commission to present written materials and all evidence that will be used during the hearing; and
  - 4. Identify if the hearing will be conducted by the Commission or by an impartial hearing officer. If a hearing officer is to be used, the Notice shall establish the date on which the Commission will consider whether to accept, reject, or modify the hearing officer's findings of facts, conclusions of law, and recommendations.
- c. After a hearing, upon making a final revocation decision, the Commission shall issue a written decision, through the Chair, within 15 days of voting to revoke the charter stating the findings of fact and

conclusions of law that support the revocation.

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

- i. Criteria: Pursuant to the Act, the Commission may refuse to renew the Charter if the Commission determines that the school:
  - a. Committed a material violation of any of the conditions, standards or procedures set forth in the Contract,
  - b. Failed to meet or make substantial progress toward achievement of the Department's standards of excellence or student performance standards identified in the Contract,
  - c. Failed to meet generally accepted standards of fiscal management,
  - d. Violated any provision of law from which the School was not specifically exempted; or
  - e. for a charter school located on tribal land, failed to comply with ongoing consultations pursuant to the Indian Education Act.
- ii. Procedures and Timeline: The Commission shall utilize the following renewal process:
  - a. At least one year prior to the date on which the school will apply for renewal, the Commission's authorized representatives will notify the school of its preliminary renewal profile.
  - b. The Commission's authorized representatives will provide the School with a preliminary application analysis and recommendation. The recommendation shall:
    - 1. State the legal basis for potential non-renewal, and reasonably identify the evidence to support the existence of the legal basis; and

2. Establish deadlines for the School to present its written materials and all evidence that will be used to respond to the recommendation.
  - c. No later than seven (7) days prior to the Commission's meeting at which it will consider the school's renewal application, the Commission's authorized representatives will provide the school with a final application analysis and recommendation.
  - d. Upon making a final non-renewal decision, the Commission, through the Chair, shall issue a written decision within 30 days of voting to non-renew the charter stating the findings of fact and conclusions of that support the revocation.
6. **Applicable Law:** The material and services provided by this School under this Charter shall comply with all applicable federal, state, and local laws and shall conform, in all respects, to the educational standards contained in its application and Charter. This Charter shall be governed and interpreted in accordance with the laws of the State.
  - i. In the event of any conflict among the documents and practices defining this relationship, it is agreed that:
    - a. The Contract shall take precedence over policies of either Party and the Charter; and
    - b. If a provision in the Performance Framework conflicts with a provision in the Contract, the Contract shall take precedence over the Performance Framework.
  - ii. This Contract shall not take precedence over any applicable provisions of law, rule or regulation.
  - iii. In the event of a change in law, regulation, rule, procedure or form affecting the School during the term of this Contract, the Parties shall comply with the change in law, rule, regulation or procedure or utilize the new form, provided.
    - a. If an amendment to this Contract is required to comply with a change in the law or rule, then the Parties shall execute such an amendment.

**7. Charter Interpretation:**

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

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

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

<b>Charter School:</b>	<b>New Mexico Public Education Commission:</b>
Head of School Governing Board Chair	Chair of the Public Education Commission New Mexico Public Education Commission 300 Don Gaspar Santa Fe, NM 87505

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

- 12. Dispute Resolution:** Disputes arising out of the interpretation of this Contract shall be subject to the dispute resolution process set forth in this section. Disputes arising out of interpretations of state or federal statute, regulation, or policies of a federal entity or a different state entity, Charter revocation, or Charter renewal shall not be subject to this dispute resolution process.
- i. Notice of Dispute:** Either party shall notify the other party in writing that a dispute exists between them within 30 days from the date the dispute arises. The notice of dispute shall identify the Paragraph of this Contract in dispute, reasons alleged for the dispute and copies of any documentation that supports the complaining party's position. If the dispute is not timely presented to the other party, the party receiving late notice may elect not to enter into mediation.

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

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

a. The written response may:

1. Propose a course of action to cure the dispute;
2. Propose the parties enter into informal discussions to resolve the matter; or
3. Require the parties select a neutral third party to assist in resolving the dispute.

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

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

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

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

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

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

c. If the other Party does not agree with the alternate designation, it shall

give notice within 5 business days.

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

- iv. **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.

- v. **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.

No Contract Signatures Required pursuant to Secretary Designee Order, attached below

NEW MEXICO PUBLIC EDUCATION DEPARTMENT BEFORE THE  
NEW MEXICO SECRETARY OF EDUCATION

IN THE MATTER OF  
THE GREAT ACADEMY AND ITS GOVERNING BODY,

Appellants,

vs.

NEW MEXICO PUBLIC EDUCATION COMMISSION,

Appellee.

DECISION AND ORDER

THIS MATTER CAME before the Secretary of Education on an Appeal pursuant to NMSA 1978, Section 22-8B-9(A). The power to reach a determination was delegated to Vickie Bannerman, Deputy Secretary of Identity, Equity, and Transformation, pursuant to NMSA 1978, Section 9-24-8(B)(2). Having been advised of the premises, the Deputy Secretary finds and concludes as follow:

1. On June 3, 2022, the GREAT Academy submitted an appeal to the Secretary of Education based on the GREAT Academy's and the New Mexico Public Education Commission's (PEC) inability to negotiate a new contract within thirty days following approval of the charter contract. The appeal included supplemental briefings and requested the charter contract be consistent with the items outlined in the school's filing.

2. The charter contract was submitted for vote after having been negotiated by both parties. The parties were unable to reach a resolution within the thirty days since the Secretary issued the Decision and Order on April 4, 2022, and the charter was approved by the PEC on May 20, 2022.



This was all following the District Court decision issued on February 15, 2022, ordering that the charter be renewed.

3. NMSA 1978, Section 22-8B-9(A), states in part that “[t]he chartering authority shall enter into a contract with the governing body of the applicant charter school within thirty days of approval of the charter application ... If the chartering authority and the applicant charter school fail to agree upon the terms of or enter into a contract within thirty days of the approval of the charter application, either party may appeal to the secretary to finalize the terms of the contract; provided that such appeal must be provided in writing to the secretary within forty-five days of the approval of the charter application....” A contract has not been executed as of the date of this Decision and Order.

4. The GREAT Academy appeals the decision of the PEC to vote on a three year term. The GREAT Academy notes that the proposed three-year charter is contrary to the Secretary’s Order on Request for Clarification of Decision and Order. That order outlines the interpretation of the District Court’s order that the contract should be for five years as provided to other schools.

5. The GREAT Academy also appeals the decision of the PEC to require that 68% of its operational spending to be dedicated to student functions 1000, 2100 and 2200. The GREAT Academy instead requests that this percentage be converted to 60% when the School’s enrollment has reached 160 students or more. The PEC argues in its response that the 68% requirement for instructional spending was based on the performance measure listed on page 180 of House Bill 2 (2020), which states in part:

Performance measures:

(h) Outcome:	Percent of dollars budgeted by charter schools for instructional support, budget	68%
--------------	--	-----

categories 1000, 2100 and  
2200

6. The GREAT Academy notes in its brief, however, that it is not a statutory requirement, nor one applied to other schools. Because it's neither one that is in statutory requirement, nor uniformly applied, relying only on House Bill 2 could yield a result that would lead to the imminent failure of this charter school to comply due to the percentage requirement reflected in the PEC proposal being a percentage that may not be achievable. This would be inconsistent with the District Court's order if it would lead to an impractical requirement and ultimate non-renewal of the schools charter on these grounds.

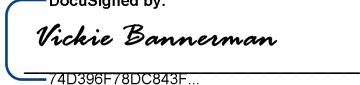
7. On the other hand, the 60% requirement proposed by the GREAT Academy, which would only take effect upon 160 students enrolling, is also not a term that is practical to consider. Because this requirement would take effect only upon 160 students enrolling, this requirement may never take effect if the school does not reach that number. The GREAT Academy did not sufficiently detail how this is a reasonable term likely to ever take effect. It is also a proposed term that could potentially reward the school if it does not achieve sufficient interested families to participate, which is not a desired outcome. While the PED also recognizes the argument made by the PEC that the school can renegotiate funds paid to its foundation to achieve the 68% result, there is not sufficient information to detail how this would occur to achieve the proposed spending requirement.

8. This school has had various performance deficiencies through the course of its original charter, it has had various issues pertaining to fiscal spending, and it is currently under audit review by the State Auditor's Office, and has had multiple prior findings under the Audit Act so as to support conditions being placed. Notably, the Court's order notes that there is nothing preventing

the PEC from proceeding with revocation proceedings as a result of its order. The PEC can continue to consider such options that can address these concerns.

THEREFORE, it is hereby ordered, pursuant to NMSA 1978, Section 22-8B-9(A) that the charter contract as passed by the PEC is approved with the following amendments: 1) that the term shall be for five years, and 2) that the requirement for 68% spending is removed.

IT IS FURTHER ORDERED that, as the other conditions proposed for the contract were not appealed, the other conditions will not be reviewed, and thus will remain the same. The PEC continues to be able to revisit its options for addressing its concerns with the GREAT Academy's fiscal practices. It is the intent of this Decision and Order that the contract, as described above, shall be considered the finalized contract in effect immediately upon execution of this Decision and Order. This is notwithstanding a determination by the PEC as to whether it needs to complete the approval process by voting on it in an open meeting.

BY:  DocuSigned by:  
Vickie Bannerman  
74D396F78DC843F...  
Vickie Bannerman, Ed.D.  
Deputy Secretary of Education  
New Mexico Public Education Department

DATED: 7/15/2022

**The GREAT Academy –**  
**Charter Renewal Documentation showing compliance with school**  
**condition**

**(to be completed and submitted to CSD annually)**

**Cabinet Secretary's order of April 4, 2022:**

IT IS FURTHER ORDERED that in entering into the contract, the New Mexico Public Education Commission and the GREAT Academy include, but not be limited to, conditions pertaining to the GREAT Academy Foundation operations, the GREAT Academy Foundation financial conditions, the GREAT Academy's instructional spending, the GREAT Academy Personnel and Payroll, and conditions involving the GREAT Academy Governing Board training and board operations consistent with the training.

I affirm that the information is correct as provided below or is explained further in the comment section below.

\_\_\_\_\_  
The GREAT Academy Executive Director or designee

\_\_\_\_\_  
Date (On or before June 30 of each year of the charter)

**A. The GREAT Academy academic improvement**

1. Meet or exceed the state graduation rate for each year of the charter, considering 4, 5 and 6-year graduates, for similar schools serving similar populations with students who are English Language Learners, Economically Disadvantaged and Students with Disabilities as determined annually by PED.
2. Meet or exceed the average growth rates for similar schools serving similar populations with students who are English Language Learners, Economically Disadvantaged and Students with Disabilities as determined annually by PED.

**School data provided:**

The PED determined the followings rates for similar schools to be as follows:

4 year graduates \_\_\_\_\_, 5 year graduates \_\_\_\_\_, 6 year graduates \_\_\_\_\_

Average Growth rate as determined by PED: \_\_\_\_\_

TGA's graduation rate for the same period was:

4 year graduates \_\_\_\_\_, 5 year graduates \_\_\_\_\_, 6 year graduates \_\_\_\_\_

Average Growth rate for TGA as determined by PED: \_\_\_\_\_

Comment by School: \_\_\_\_\_

**B. The GREAT Academy Personnel and payroll**

1. Staffing
  - a. Employees may hold no more than the equivalent of 1.0 FTE between the school and foundation. (Employees may be paid by the school through an hourly contract for additional services.)
  - b. Employees splitting time between instruction and administration will have a separate contract for each to allocate the time for instructional support adequately.
  - c. All direct instructional supports (function codes 1000, 2000, 2100 and 2200) shall come out of the school budget, not out of the Foundation funds that originate from state funds. No bonus may be paid from Foundation funds that originate from state funds.
  - d. Employees salary schedules, for all salaried school employees, will be established.
2. Performance evaluation template and rating rubric for the Head Administrator will be approved by NMPED CSD.
3. All school employees will receive an annual performance evaluation.

**School data provided:**

All of the terms set forth above were met: \_\_\_\_\_

Comment by School: \_\_\_\_\_

**C. The GREAT Academy Governing Board training**

1. Board members must complete a one-time additional financial training in the fall of the school year 2022-2023 provided by CSD or a trainer approved by them. The webinar will be taped, and new members will be required to watch and successfully complete the webinar within 30 days of when that person joins the board.

**School data provided:**

Evidence of TGA Governing Board Member attendance at required governing body training during 2022-2023 or later for a new board member.

Current Governing Board members	Training Completed	Date of Training/webinar

**D. The GREAT Academy GC postings on-line**

1. Board must provide and post their annual board calendar, the list of current board members with contact information, and the head administrator contact information.
2. Board must provide a hybrid method for the public to attend board meetings, record the board meetings and post a link to the recording on the school website with the minutes of the meeting.

**School data provided:**

All of the terms set forth above were met \_\_\_\_\_

Comment by School: \_\_\_\_\_

**E. The GREAT Academy Foundation operations**

1. For Foundation Board meetings in which the use of funds received from the school are discussed (building issues, other expenses using lease funds or decisions related to expenditures of state lease money), the Foundation board meetings, and meeting minutes must be posted on the school website, with meeting agendas posted 72 hours before meetings are held, meetings open to public, minutes posted within 10 business days and a recording posted. Meetings must have a hybrid on-line option for attendance, and the meetings must be recorded and a link to the recording posted.
2. School employees shall not be a member of the Foundation Board. Former school employees will become eligible to join the board after 12 months of departure from the school.

**Data provided:**

The Foundation has certified to the School that all of the terms set forth above were met: \_\_\_\_\_

Comment by School or Foundation:

\_\_\_\_\_

**F. The GREAT Academy Foundation financial conditions**

1. Foundation will segregate funds raised through the private sector from funds received from the School.
2. As shown by a new Memorandum of Understanding between the Foundation and the School, Foundation funds received from the School will be used for
  - a. building expenses,
  - b. building maintenance and mortgage payments,
  - c. retiring credit card debt that exists as of 5/20/22 and
  - d. lawyer and accountant services for the Foundation.
3. Once the credit card balance is cleared, the Foundation will pay the credit card balance in full monthly.

**Data provided:**

The Foundation has certified to the School that all of the terms set forth above were met: \_\_\_\_\_

Comment by School or Foundation:

\_\_\_\_\_

**Privately-raised funds not subject to this Condition Document.** Foundation board discussions and Foundation decisions related to privately-raised funds may be discussed in non-public meetings. The Foundation Board is not required to disclose the use of any privately-raised funds and may spend funds in any manner approved by the Board.

# New Mexico Public Education Commission



## New Mexico Public Education Commission Charter Performance Review and Accountability System

2022-2027

The GREAT Academy



## Table of Contents

<b>Introduction</b>	<b>2</b>
<b>Performance Review and Accountability System Objectives</b>	<b>2</b>
<b>Appendix A: Academic, Organizational, and Financial Performance Framework</b>	<b>3</b>
Academic Performance Framework	3
Organizational Performance Framework	9
Financial Performance Framework	16
<b>Annual Performance Review Activities</b>	<b>18</b>
<b>Intervention Ladder</b>	<b>19</b>

## **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's 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 financial framework is used to evaluate whether the school is meeting financial performance expectations for purposes of annual evaluations and renewal decisions.

### **Academic Performance Framework**

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

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

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

### Description of Academic Framework Indicators and Measures

<b>Indicator 1: Student Academic Performance:</b> 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"> <li>1) College entrance exams (Accuplacer, ACT, ACT Aspire, Compass, PLAN, PSAT, SAT, or SAT Subject Test);</li> <li>2) Evidence that the student can pass a college-level course (Advanced Placement, Dual Credit, or IB); or</li> <li>3) Eligibility for an industry-recognized certification (Career Technical Education).</li> </ol> <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

The following Mission-Specific Goal aligns with and demonstrates implementation of The GREAT Academy's (TGA) mission:

The GREAT Academy's mission is to ensure that all students **Gain Real-world Experience** through **Active Transition**. Our vision is to see that every student takes advantage of the opportunity to earn college credit while in high school, understanding that through advanced academic training they will save time and money, which will enable them to gain employment and/or post-secondary success.

The mission's category of performance to be measured is TGA's focus on "Active Transition" which prepares students for the demands of post-secondary education and/or the career world through its dual credit program. Students are able to explore both college and careers through the dual credit offerings. TGA creates an environment that provides each graduate the opportunity and support to not only take dual credit courses but to graduate with a semester or more of college completed (some with AA degrees) at the time that they graduate from high school.

## Goal 1: Mission-Specific Goal: Dual Credit

TGA's dual-credit goal *measures* the number of dual credit courses completed by graduating seniors. The *metric* to determine success is the number of credits earned by all graduating seniors who were students at TGA in the 10<sup>th</sup> through 12<sup>th</sup> grades.

*Note: Although the time for measurement of the goal that follows is stated as "at the end of each school year", students who graduate at the end of the school year and students who graduate at the end of the first semester of the same year will be included in the evaluation.*

Measure Rating Category	Description of Target for each Performance Level	Points Assigned
<i>Exceeds Standard</i>	At the end of each school year, <b>75% or more</b> graduating seniors who were Full-Academic-Year students at TGA during the 10 <sup>th</sup> through 12 <sup>th</sup> grades will have accrued <b>9 or more college credits</b> over their time at TGA.	100
<i>Meets Standard</i>	At the end of each school year, <b>65% - 74%</b> graduating seniors who were Full-Academic-Year students at TGA during the 10 <sup>th</sup> through 12 <sup>th</sup> grades will have accrued <b>9 or more college credits</b> over their time at TGA.	75
<i>Does Not Meet Standard</i>	At the end of each school year, <b>55% - 64%</b> graduating seniors who were Full-Academic-Year students at TGA during the 10 <sup>th</sup> through 12 <sup>th</sup> grades will have accrued <b>9 or more college credits</b> over their time at TGA.	25
<i>Falls Far Below Standard</i>	At the end of each school year, <b>54% or below</b> graduating seniors who were Full-Academic-Year students at TGA during the 10 <sup>th</sup> through 12 <sup>th</sup> grades will have accrued <b>9 or more college credits</b> over their time at TGA.	0

Full Academic Year (FAY) refers to students who were present at the 40<sup>th</sup>, 80<sup>th</sup> and 120<sup>th</sup> day report.

## Goal 2: Mission-Specific Goal - Service-Learning

TGA's service-learning goal *measures* the number of service-learning experiences and self-reflective narratives completed by middle school students. The *metric* to determine success is the percent of students earning a score of 2 or better out of a possible score of 3 on the TGA service-learning reflection rubric.

Measure Rating Category	Description of Target for each Performance Level	Points Assigned
<i>Exceeds Standard</i>	<b>80% to 100%</b> of FAY students in grades 6-8, will participate in (4) service-learning experiences and will complete a self-reflective narrative for each activity, earning an average score of 2 or better on the four Service-Learning Reflection Rubrics.	100

<i>Meets Standard</i>	<u>70% to 79%</u> of FAY students in grades 6-8, will participate in (4) service-learning experiences and will complete a self-reflective narrative for each activity, earning an average score of 2 or better on the four Service-Learning Reflection Rubrics.	75
<i>Does Not Meet Standard</i>	<u>60% to 69%</u> of FAY students in grades 6-8, will participate in (4) service-learning experiences and will complete a self-reflective narrative for each activity, earning an average score of 2 or better on the four Service-Learning Reflection Rubrics.	25
<i>Falls Far Below Standard</i>	<u>0% to 59%</u> of FAY students in grades 6-8, will participate in (4) service-learning experiences and will complete a self-reflective narrative for each activity, earning an average score of 2 or better on the four Service-Learning Reflection Rubrics.	0

Full Academic Year (FAY) refers to students who were present at the 40<sup>th</sup>, 80<sup>th</sup> and 120<sup>th</sup> day report.

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
<b>Indicator 1:</b> 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%
<b>Indicator 2:</b> 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%
<b>Indicator 3</b> Mission- or School-Specific Goals	Charter schools shall include two mission or school-specific goals that are Specific, Measurable, Achievable, Relevant and Time-bound.	Points are assigned based on the average of the ratings (if there are two or more goals) for the goals listed in Indicator 3. (0-100 points)	35%	37.5%



## Organizational Performance Framework

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

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

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

### Meets Standard:

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

### Working to Meet Standard:

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

### Does Not Meet Standard:

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

Schools receive an overall organizational performance rating of either "Meets Standard", "Working to Meet Standard", or "Does Not Meet Standard". If a school receives "Does Not Meet Standard" ratings for three or more indicators, the school will receive an overall organizational framework rating of "Does Not Meet Standard". Fewer than three such ratings will result in an overall rating of "Meets Standard." In addition, if a school receives a "Does Not Meet Standard", on any indicator, 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 <sup>1</sup>	Criteria Statements	
<b>1. EDUCATIONAL PROGRAM REQUIREMENTS</b>		
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"> <li>School's mission is being implemented.</li> <li>The school has documentation/evidence that it is implementing its educational programs.</li> <li>The school stays within its enrollment cap at all times and serves only the approved grade levels.</li> </ul>	
1.b. Does the school comply with state and contractual assessment requirements?	<ul style="list-style-type: none"> <li>The school administers all required state assessments, as delineated in <i>NMSA 22-2C-4</i></li> <li>The school administers all required contractual assessments (if specified in contract/performance framework).</li> <li>The school ensures assessment accommodations are properly administered to all eligible students.</li> <li>The school adheres to assessment procedures and requirements as delineated in <i>NMAC 6.10.7</i>.</li> </ul>	
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"> <li>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></li> <li>The school has <b>not</b> been the subject of a due process hearing that resulted in a finding of noncompliance during the current school year.</li> <li>The school has <b>not</b> 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.</li> <li>The school is in compliance with all terms of any corrective action plan that resulted from a state-level complaint.</li> <li>The school has received no OCR complaints determined to be valid and demonstrate a students with disabilities' rights were violated. <i>(NMSA 22-8B-4)</i></li> </ul>	

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

Topics and Indicators <sup>1</sup>	Criteria Statements	
1.d. Is the school protecting the rights of English Learner students?	<ul style="list-style-type: none"> <li>• 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>)</li> <li>• The school does not have a major discrepancy (&gt;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.</li> <li>• 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.</li> <li>• 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>)</li> <li>• 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.</li> </ul>	
1.e. Does the school comply with federal and state grant program requirements?	<ul style="list-style-type: none"> <li>• 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.</li> </ul>	
1.f. Does the school implement an Educational Plan for Student Success (NMDASH)?	<ul style="list-style-type: none"> <li>• The school has an active core team engaged in the DASH process.</li> <li>• The school is implementing their annual and 90-day plans, as evaluated through reviewing evidence and school/adult actions during the site visit.</li> </ul> <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"> <li>• The governing body meets membership requirements: <i>NMSA 22-8B-4; PEC policy</i> <ul style="list-style-type: none"> <li>○ Maintains at least 5 members</li> <li>○ Complies with governance change policy</li> <li>○ Notifies the PEC of board membership changes within 30 days, with complete documentation, and</li> <li>○ Fills all vacancies within 45 days, or 75 days, if extension is requested by school.</li> </ul> </li> <li>• All members of the governing body complete all training requirements in accordance with established deadlines. (<i>NMAC 6.80.5.8 and 9</i>)</li> <li>• The school's governing council independently oversees the school's finances according to law</li> <li>• 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</li> <li>• The governing council demonstrates in board meetings that it analyzes the financial position of the school</li> <li>• 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</li> <li>• 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>)</li> </ul>	
2.b. Is the school complying with nepotism and conflict of interest requirements?	<ul style="list-style-type: none"> <li>• The school is free of nepotism concerns regarding the governing board and demonstrates compliance with nepotism statute and the school's own nepotism policy.</li> <li>• 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.</li> </ul>	
2.c. Is the school meeting reporting requirements?	<ul style="list-style-type: none"> <li>• The school complies with reporting deadlines from the PED, PEC, and other state agencies.</li> </ul>	

### 3. STUDENTS AND EMPLOYEES

<p>3.a. Is the school protecting the rights of all students?</p>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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>)</li> <li>• 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.</li> <li>• 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.</li> <li>• The PED has a board-approved complaint policy and dispute resolution process per <i>6.10.3D NMAC</i></li> </ul>	
<p>3.b. Does the school meet attendance, retention, and recurrent enrollment goals for students?</p>	<ul style="list-style-type: none"> <li>• The school meets the 95% average daily attendance goal, or demonstrates successful implementation of a whole-school student attendance improvement plan.</li> <li>• 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.</li> <li>• The school has a 70% reenroll rate from one school year to the next.</li> </ul>	
<p>3.c. Is the school meeting teacher and other staff credentialing requirements?</p>	<ul style="list-style-type: none"> <li>• All employees of the school are appropriately licensed as required by law. (<i>NMSA 22-10A-3</i>)</li> <li>• All employees hold licensure or have submitted a licensure application within 30 days of beginning employment with the school</li> <li>• The school employs a licensed administrator at all times</li> <li>• School meets the requirements of all licensure waiver plans and alternative licensure plan requirements. (<i>NMSA 22-10A</i>)</li> <li>• The school accurately reports all staff to the PED, as verified through site visit reviews.</li> </ul>	

3.d. Is the school respecting employee rights?	<ul style="list-style-type: none"> <li>• The school implements an annual system for teacher evaluations and observations with timelines and evaluation criteria.</li> <li>• Teacher observations are documented and communicated with teachers in accordance with the school's teacher evaluation plan.</li> <li>• Teachers are provided evaluation report and reports are maintained in teacher personnel files.</li> <li>• The school maintains teacher contracts in all staff files. <i>(NMSA 22-10A-21)</i></li> <li>• The school complies with the minimum teacher salaries. <i>(NMSA 22-10A-7, 10, 11)</i></li> <li>• 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></li> <li>• The school implements a teacher mentorship program for novice teachers in accordance with <i>NMSA 22.10A-9</i>.</li> </ul>	
3.e. Is the school completing required background checks and reporting ethical violations?	<ul style="list-style-type: none"> <li>• 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></li> <li>• 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></li> </ul>	
4.a. Is the school complying with facilities requirements?	<ul style="list-style-type: none"> <li>• The school meets PSFA occupancy, NMCI and ownership requirements. <i>(NMSA 22-8B-4.)</i></li> <li>• The school has an e-occupancy certificate.</li> <li>• The school has PSFA letter verifying condition index.</li> <li>• The school notifies the PEC prior to any change in facilities.</li> <li>• 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"> <li>- safe, healthy, orderly, clean and in good repair</li> <li>- 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></li> <li>- 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.</li> </ul> </li> </ul>	

4.b. Is the school complying with transportation requirements?	<ul style="list-style-type: none"> <li>• 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.</li> </ul>	
4.c. Is the school complying with health and safety requirements?	<ul style="list-style-type: none"> <li>• The school conducts all required emergency drills and practiced evacuations. (<i>NMSA 22-13-14 and NMAC6.29.1.9(O)</i>)</li> <li>• The school submits school wellness and safety plans, and all required revisions, in accordance with deadlines to the PED. (<i>NMAC 6.12.6.8</i>)</li> <li>• The school has evidence that it complies with <i>24-5-2 NMSA 1978</i> and provides satisfactory evidence of immunization, is active in the immunization process, or properly exempted from immunization.</li> <li>• The school demonstrates compliance with all facility corrective requirements from the most recent inspection from any other state entity.</li> </ul>	
4.d. Is the school handling information appropriately?	<ul style="list-style-type: none"> <li>• The school has no verified complaints that demonstrate that it failed to comply with FERPA requirements.</li> <li>• The schools has no verified complaints that demonstrate that it does not obtain, maintain, and transfer cumulative files as required by law.</li> </ul>	
4.e Is the school making information accessible to the public?	<ul style="list-style-type: none"> <li>• The school maintains a website with contact information for school staff and board members, student/parent handbook, and up to date governance meeting information.</li> </ul>	
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"> <li>• The school has an active equity council.</li> <li>• The school is actively building its capacity to support culturally responsive social emotional learning.</li> <li>• The school provides high quality supports to students with intentional connections to family and community.</li> </ul>	

## Financial Performance Framework

Topics and Indicators <sup>2</sup>	Criteria Statements	
<b>5. FINANCIAL MANAGEMENT AND OVERSIGHT</b>		
5.a. Is the school meeting financial reporting and compliance requirements?	<ul style="list-style-type: none"> <li>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></li> <li>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></li> </ul>	
5.b. Is the school following Generally Accepted Accounting Principles?	<ul style="list-style-type: none"> <li>Was there a finding in the school's last audit opinion that the school violated GAAP?</li> </ul>	
5.c. Is the school responsive to audit findings?	<ul style="list-style-type: none"> <li>The school's last audit is devoid of any multi-year repeat findings.</li> </ul>	
5.d. Is the school managing grant funds responsibly?	<ul style="list-style-type: none"> <li>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.</li> </ul>	

<sup>2</sup>Financial indicators were previously 2.a-f in the combined Organizational-Financial Performance Framework.



Topics and Indicators <sup>2</sup>	Criteria Statements	
5.e. Is the school adequately staffed to ensure proper fiscal management?	<ul style="list-style-type: none"> <li>• 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).</li> <li>• 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></li> <li>• The governing council's audit committee and finance subcommittee are properly constituted and meet as required. <i>(NMSA 22-8-12.3)</i></li> </ul>	
5.f. Is the school meeting their obligations timely and with appropriate internal controls?	<ul style="list-style-type: none"> <li>• The school has no validated issues related to bills, invoices, or other liabilities being paid in a timely fashion or without appropriate controls.</li> </ul>	

## Annual Performance Review Activities

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

### Charter School Data Submissions

Throughout the year, charter schools are required to submit academic, financial, and organizational data to the PEC, various PED departments, and other governmental entities.

Submissions are required for the PEC accountability oversight and for compliance with state and federal funding and reporting requirements.

### Annual School Visits

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

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

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

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

### Annual Performance Review

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

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

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

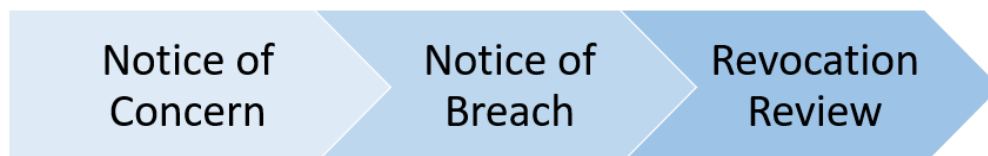
The PEC approves and publishes Annual Performance Reports for schools.

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

## Intervention Ladder

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

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



### Notice of Concern

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

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

---

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

<sup>4</sup> 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.

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
<b>Notice of Concern</b>	<ul style="list-style-type: none"> <li>● Failure to meet performance standards represented in the performance framework.</li> <li>● Receipt of verified complaint of significant concern.</li> <li>● Evidence of not meeting performance expectations through routine monitoring or school visit.</li> <li>● Failure to comply with terms of the charter.</li> </ul>	<ul style="list-style-type: none"> <li>● Appearance before the PEC at public meeting.</li> <li>● Letter to school leader and governing board detailing areas of concern and specific outcomes and timeline for correcting the performance gap.</li> </ul>
<b>Notice of Breach</b>	<ul style="list-style-type: none"> <li>● Failure to meet objectives identified in a Notice of Concern.</li> <li>● Evidence of material or significant failure to comply with applicable laws.</li> <li>● Actions or operational deficiencies that may endanger the well-being of students and/or staff, or negatively impact the viability of the school.</li> </ul>	<ul style="list-style-type: none"> <li>● Appearance before the PEC at public meeting.</li> <li>● Letter to school leader and governing board giving notification of breach and outlining additional terms of oversight and monitoring.</li> <li>● 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.</li> <li>● The PEC, through authorized representative(s), monitors implementation of Corrective Action or Improvement Plan.</li> </ul>
<b>Revocation Review</b>	<ul style="list-style-type: none"> <li>● Failure to successfully meet the terms of the Corrective Action or Improvement Plan.</li> <li>● Repeated failure to meet the material terms of the charter agreement.</li> <li>● Illegal behavior, fraud, misappropriation of funds.</li> <li>● Extended pattern of failure to meet performance expectations set forth in the charter agreement.</li> <li>● Repeated failure to comply with applicable law.</li> </ul>	<ul style="list-style-type: none"> <li>● Appearance before the Public Education Commission at public meeting.</li> <li>● 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.</li> <li>● The PEC's authorized representative(s) review and preparation of recommendation to revoke, or not to revoke, the charter.</li> <li>● The PEC reviews recommendations and makes decision to commence or not commence revocation proceedings.</li> </ul>

The GREAT Academy

Appendix 1

Partner Agreement

No relevant documents

# The GREAT Academy

## Appendix 2

### Foundation Memorandum of Understanding

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE GREAT ACADEMY AND THE GREAT ACADEMY FOUNDATION**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is between The GREAT Academy, a New Mexico public school ("School") and The GREAT Academy Foundation, a New Mexico nonprofit corporation organized pursuant to the New Mexico Nonprofit Corporation Act ("Foundation"). The School and Foundation are collectively referred to as the "Parties"

I. Purpose. This MOU describes the framework of the relationship between the Foundation and the School and is not intended to be a legally binding document or contract for compensation. The Parties may amend the MOU by mutual agreement in writing from time to time as they deem necessary or appropriate.

II. Governance. The Parties operate as separate legal entities, each responsible for its own governance. Specifically, the School shall be governed according to the requirements of its Charter Contract ("Contract") between it and the Public Education Commission ("Authorizer") and in compliance with applicable state and federal laws and regulations. The Foundation shall be governed in accordance with applicable state and federal laws and regulations as well as with its Articles of Incorporation and Bylaws, which require election of board officers, including a treasurer. The Governing Council of the School and the Board of the Foundation agree not to elect the same individual(s) to serve simultaneously on both boards. Notwithstanding the foregoing, each may appoint a member of their respective board to act as a non-member liaison to the other.

III. Activities and Programs. The School shall perform the activities and educational program as described in its Contract. The Foundation shall perform such activities to support the School as from time to time approved by its Board and consistent with its purpose as a nonprofit corporation. The Foundation, through its Board agrees to consult with the School prior to conducting activities that affect the School, may involve School participation, or that may involve the School's students, family or staff.

IV. Financial Independence. The School and Foundation are separate legal entities and as such each agrees to follow all laws, regulations and established accounting principles applicable to its independent business functions. The Foundation agrees to cooperate annually in the School's mandated audit and, if appropriate pursuant to applicable laws and regulations, shall be audited as a component unit of the School for School audit purposes. Notwithstanding any designation of the Foundation as a component unit for audit purposes, however, neither entity assumes the financial or legal obligations of the other. The School and Foundation agree that neither shall interfere with the financial operations of the other and each shall maintain separate and distinct accounts, contracts, and other such financial records necessary to protect and maintain their respective legally separate identities.

V. Employees. If the Foundation employs any person, such employee(s) shall not be an employee of the School and shall not be deemed an employee of the School who may accrue leave, retirement, insurance, bonding, use of School-owned vehicles, or any other benefits afforded to School employees as a result of this MOU or otherwise. No School employee shall be deemed or considered an employee of the Foundation or otherwise be entitled to accrue leave, retirement, or other benefits afforded Foundation employees as a result of this MOU or otherwise. The Parties shall be solely responsible for their respective employees and any claims, obligations or conduct thereof. Employees of either entity are not foreclosed from volunteering their time to the other.

VI. Facilities. The Parties acknowledge that the School currently leases its Facilities from the Foundation and both agree to timely comply and work cooperatively with the other as it pertains to the Facilities and performance under the Lease.

VII. Liability. The School and Foundation each shall be responsible for claims or damages arising from personal injury or damage to persons or property to the extent those claims, or damages result from the negligence of their respective board members, officers, employees, agents, volunteers, visitors, contractors or contractors' employees. The School's liability shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §41-4-1, *et seq.* as amended, and nothing in this MOU shall constitute a waiver of any such immunity.



VIII. Insurance. The Parties shall each be responsible for obtaining their own insurance coverage relative to the scope of their respective operations.

IX. Charter Contract Conditions. The Foundation acknowledges that the School's Charter Contract with its Authorizer requires that the Foundation certify to the School annually that the following have been met by the Foundation, and the Foundation agrees to the following:

A. Foundation operations:

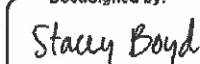
1. For Board meetings in which the use of funds received from the School are discussed (building issues, other expenses using lease funds or decisions related to expenditures of state lease money), the Board meetings and meeting minutes must be posted on the School website, with meeting agendas posted 72 hours before Board meetings are held; such Board meetings shall be open to the public, with minute posted within 10 business days and a recording posted. Such Board meetings must have a hybrid on-line option for attendance, and the meeting must be recorded and a link to the recording posted.
2. School employees shall not be a member of the Foundation Board. Former school employees will become eligible to join the Board after 12 months of departure from the School.

B. Foundation financial conditions:

1. Foundation will segregate funds raised through the private sector from funds received from the School.
2. Lease payments funds received from the School will be used for:
  - a. Building/facility expenses;
  - b. Building/facility maintenance and mortgage payments;
  - c. Retiring Foundation credit card debt existing as of 5/20/22; and
  - d. Lawyer and accountant services for the Foundation.
3. Once the Foundation's credit card balance is cleared, the Foundation will pay the credit card balance in full monthly.

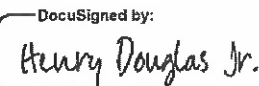
AGREED TO BY:

**THE GREAT ACADEMY FOUNDATION,  
A NEW MEXICO NONPROFIT CORPORATION**

DocuSigned by:  


Stacy Boyd, President of the Board

**THE GREAT ACADEMY,  
A NEW MEXICO PUBLIC SCHOOL**

DocuSigned by:  


Henry Douglas Jr., President of the Governing Council

# The GREAT Academy

## Appendix 3

### Identify and Conflicts of Interest forms for Foundation Board of Directors

## ASSURANCES

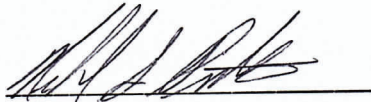
My name is MICHAEL S. PITTS and I reside in CIBOLO, TEXAS. I am a member of the governing body for THE GREAT ACADEMY a charter school which is located at 6001 SUITE A SAN MATEO ALBUQUERQUE NM. I assure that in my capacity as a member of the governing body, the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools, including:

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

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

MICHAEL S. PITTS

Printed Name



Signature

MARCH 18, 2021

Date

## ASSURANCES

My name is Henry Douglas Jr. and I reside in Albuquerque, NM. I am a member of the governing body for The GREAT Academy a charter school which is located at 6001-A San Mateo Blvd NE, 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.

Henry Douglas Jr  
Printed Name

Henry J Douglas Jr  
Signature

12-8-21  
Date

## ASSURANCES

My name is Alejandro Andry and I reside in Rio Rancho, New Mexico. I am a member of the governing body for The GREAT Academy a charter school which is located at 6001-A San Mateo Blvd. 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.

Alejandro Andry  
Printed Name

Alejandro Andry  
Signature

4/5/22  
Date



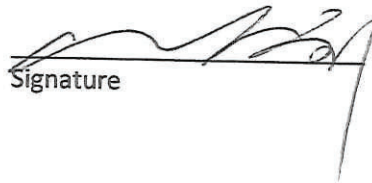
## ASSURANCES

My name is Chenyu Liu and I reside in Las Cruces, New Mexico. I am a member of the governing body for The GREAT Academy, a charter school which is located at 6001-A San Mateo Blvd NE Albuquerque NM 87109, I assure that 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 Disability 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.

Chenya Liu  
Printed Name

  
Signature

6/19/2019  
Date

## ASSURANCES

My name is Suzette Gee and I reside in Albuquerque, NM. I am a member of the governing body for The GREAT Academy a charter school which is located at 6001-A San Mateo Blvd NE, 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.

Suzette Gee

Printed Name

Suzette Gee

Signature

05/11/2022

Date



**AFFIDAVIT OF GOVERNING BODY MEMBER**

STATE OF NEW MEXICO )  
 )  
COUNTY OF Bernalillo )

I, Suzette Gee, after being duly sworn, state:

1. My name is Suzette Gee and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the The GREAT Academy in Albuquerque, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the [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.

Suzette Gee  
[Signature]

05/11/2022  
Date

Suzette Gee  
[Print]

**VERIFICATION**

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 11<sup>th</sup> day of May, 2022.

[Notary Seal:]

**REBECA BARAJAS REYES  
NOTARY PUBLIC  
STATE OF NEW MEXICO  
COMMISSION # 1131859  
COMMISSION EXPIRES 10/29/2024**

Rebeca Barajas Reyes  
NOTARY PUBLIC

My commission expires: October 29<sup>th</sup>, 2024.

**AFFIDAVIT OF GOVERNING BODY MEMBER**

STATE OF NEW MEXICO )  
 )  
COUNTY OF )

I, MICHAEL S. PITTS, after being duly sworn, state:

1. My name is MICHAEL STEVEN PITTS and I reside in CIBOLO, <sup>WSD</sup> TEXAS, New Mexico.
2. I am a member of the governing body of The GREAT Academy in Albuquerque, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the [insert name of school] <sup>GREAT ACADEMY</sup>'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]  
[Signature]

14 SEPT 12  
Date

MICHAEL S. PITTS  
[Print]

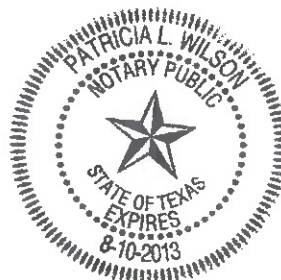
**VERIFICATION**

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 14<sup>th</sup> day of September 2012.

[Notary Seal:]

Patricia L. Wilson  
NOTARY PUBLIC

My commission expires: 10 August, 2013.



**AFFIDAVIT OF GOVERNING BODY MEMBER**

STATE OF NEW MEXICO )  
 )  
COUNTY OF Bernalillo )

I, Henry L Douglas Jr, after being duly sworn, state:

1. My name is Henry L Douglas Jr and I reside in Albuquerque, New Mexico.
2. I am a member of the governing body of the The GREAT Academy in Albuquerque, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the [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.

Henry L Douglas Jr  
[Signature]  
Henry L Douglas Jr  
[Print]

12-8-21  
Date

**VERIFICATION**

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 8<sup>th</sup> day of December, 2021.

[Notary Seal:]



**OFFICIAL SEAL**  
**REBECA BARAJAS REYES**  
**NOTARY PUBLIC State of New Mexico**

My Commission Expires October 29<sup>th</sup> 2024

Rebeca Barajas Reyes  
NOTARY PUBLIC

My commission expires: October 29<sup>th</sup>, 2024.

**AFFIDAVIT OF GOVERNING BODY MEMBER**

STATE OF NEW MEXICO )  
 )  
COUNTY OF )

I, Chenyu Liu, after being duly sworn, state:

1. My name is Chenyu Hu and I reside in Las Cruces, New Mexico.
2. I am a member of the governing body of The GREAT Academy in Albuquerque, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of The GREAT Academy's governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

[Signature]

7/18/2019  
Date

Chenyu Hu  
[Print]

**VERIFICATION**

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 18<sup>th</sup> day of July, 2019.

[Notary Seal:]

Julissa Gomez  
NOTARY PUBLIC

My commission expires: Nov 14, 2022.



OFFICIAL SEAL  
Julissa Gomez  
NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission Expires: 11/14/2022



**AFFIDAVIT OF GOVERNING BODY MEMBER**

STATE OF NEW MEXICO )  
 )  
COUNTY OF )

I, Alejandro Andry, after being duly sworn, state:

1. My name is Alejandro Andry and I reside in Rio Rancho, New Mexico.

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

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

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

5. I understand that as a member of the [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.

Alejandro Andry  
[Signature]

4/5/22  
Date

Alejandro Andry  
[Print]

**VERIFICATION**

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 5<sup>th</sup> day of April, 2022.

[Notary Seal:]

**REBECA BARAJAS REYES**  
**NOTARY PUBLIC**  
**STATE OF NEW MEXICO**  
**COMMISSION # 1131859**  
**COMMISSION EXPIRES 10/29/2024**

[Signature]  
NOTARY PUBLIC

My commission expires: October 29<sup>th</sup>, 2024.

# The GREAT Academy

## Appendix 4

### Bylaws

## **BOARD OF DIRECTORS BY-LAWS**

### **ARTICLE I MISSION AND VISION STATEMENT**

The GREAT Academy's mission is to ensure that all students Gain Real-world Experience through Active Transition. Our vision is to see that every student takes advantage of the opportunity to earn college credit while in high school, understanding that through advanced academic training they will save time and money, which will enable them to gain employment and/or post-secondary success.

### **ARTICLE II NAME OF GOVERNING BODY AND SCHOOL**

The name of the school is The GREAT Academy. The GREAT Academy's governing body shall be known as the "Board of Directors," and referred to in these by-laws as the "Board."

### **ARTICLE III EQUAL OPPORTUNITY**

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

### **ARTICLE IV GOVERNANCE AND TRAINING**

The Board of Directors has a responsibility to ensure that The GREAT Academy operates in accordance with all applicable laws and regulations and meets its commitments to its Authorizer. Board members have a responsibility to be familiar with the terms of The GREAT Academy charter contract and legal responsibilities of public schools. Board members must become educated about public school laws and applicable rules and regulations. All members of the Board of Directors are required to attend annual mandatory training that explains New Mexico Public Education Department rules, policies, and procedures, statutory powers, and duties of charter school governing bodies, legal concepts pertaining to public schools, finance and budget and other matters deemed relevant by the NMPED. In particular, the Board of Directors recognizes that the following New Mexico statutes and rules are applicable to public

charter schools and each member commits to take necessary steps to become familiar with these provisions:

- Charter Schools Act (NMSA 1978 §§ 22-8B-1 et seq.)
- School Personnel Act (NMSA 1978 §§ 22-10A-1 et seq.);
- Procurement Code (NMSA 1978 §§ 13-1-1 et. seq.);
- Open Meetings Act (NMSA 1978, §§ 10-15-1 et seq.);
- Public School Finance Act (NMSA 1978 §§ 22-8-1 et seq.)
- New Mexico Public Education Department regulations, (contained in Title 6 of the New Mexico Administrative Code).

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

## **ARTICLE V**

### **BOARD POWERS AND RESPONSIBILITIES**

The primary powers and duties of the Board are to:

1. Develop educational and operational policies for The GREAT Academy;
2. Employ The GREAT Academy's head administrator, who shall be referred to hereafter as the Executive Director ("Director"), evaluate the Director annually, and set the salary schedule for certified/licensed employees;
3. Charge the Director with the responsibility of implementing the charter contract; the responsibility over all employment, salary, assignment, termination, and discharge decisions; carrying out The GREAT Academy's policies, procedures, facilities plans, budget, and such other directives and policies adopted by the Board of Directors from time to time. The Board of Directors shall not be involved in the day-to-day operations of The GREAT Academy;
4. Review, approve and monitor implementation of The GREAT Academy's annual budget;
5. Acquire, lease, and dispose of property, both real and personal to the extent permissible by laws applicable to public charter schools;
6. Initiate lawsuits or take all necessary steps to protect The GREAT Academy's interests;
7. Consistent with The GREAT Academy's budget authority, approve contracts for the repair and maintenance of all property belonging to The GREAT Academy or for which The GREAT Academy is contractually responsible to maintain and repair, which authority may be delegated to the Director up to an amount not exceeding \$9,999.99;
8. Enter contracts consistent with the approved budget for any service or activity that is required for The GREAT Academy to perform in order to carry out the educational program described in The GREAT Academy charter contract. The Board of Directors may delegate its authority hereunder to the Director for all contracts, except in cases of employment contracts which shall be delegated to the Director consistent with The GREAT Academy's budget authority and the Board's adopted salary schedule;

9. Develop, adopt, and amend policies and procedures pertaining to the administration of all powers or duties of the Board and The GREAT Academy;
10. Accept or reject any charitable gift, grant, devise or bequest. Each particular gift, grant, devise or bequest accepted shall be considered an asset of The GREAT Academy;
11. Approve amendments to the charter contract prior to presentation to the Authorizer for approval;
12. Make application for available capital outlay funds;
13. Review and consider recommendations submitted by the Director and other advisors to the Board; and
14. Such other powers and authorities as provided for by law.

## ARTICLE VI COLLECTIVE AUTHORITY OF THE BOARD

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

## ARTICLE VII BOARD MEMBERSHIP

1. Positions on the Board of Directors. The GREAT Academy Board of Directors shall have no fewer than 5 (five), but no more than nine (9) voting members. No member shall serve on The GREAT Academy's Board of Directors if he/she was a member of another charter school's governing body that was suspended or failed to receive or maintain their board of finance designation. The GREAT Academy Board of Directors shall strive to have the following composition: at least one (1) parent who has a child currently enrolled in The GREAT Academy; with the balance of the council to be qualified individuals who have experience in business, education, law, finance, real estate, workforce development and such other fields beneficial to The GREAT Academy's mission and efficient, sound governance. One additional position shall exist as *ex officio members* of the Board of Directors to serve as advisory to the Board but shall have no vote. The one ex-officio member of the Board of Directors shall be the Executive Director. The Board shall determine, prior to February 1 of each election cycle, whether the make-up of the Board shall be increased or otherwise changed.

2. Qualifications. The candidates for positions on the Board of Directors shall be considered based upon their professional skills, demonstrated collaborative and problem-solving skills and attitudes, their ability and willingness to devote substantial time and energy to serving on the Board (including the requirement that each Board member shall regularly participate in the activities of at least one Board committee), and their commitment to acting in the best interests



of The GREAT Academy as a whole, rather than for the interests of any particular person or group. The Board shall determine, at its Annual Meeting each school year, whether the make-up of the Board shall be increased or otherwise changed.

3. Member Terms. Board member terms shall be staggered so that the Board of Directors will not lose more than 60% of its members at any one election. Each position will be elected for a 4-year term. Board members may run for subsequent terms. Terms of Board members begin on the date of the Annual meeting at which the member was elected. If a member fills a vacancy, the member's term shall be for the balance of the departing member's term. There shall be no limit on the length of a member's tenure on The GREAT Academy Board.

4. Elections. Board of Directors members shall be elected by a majority vote of the existing Board members and selected from the nomination(s). Elections of Board will be held during the Annual meeting unless an election is required to fill a vacancy.

5. Vacancies. A vacancy on the Board caused by an increase in the number of council members, a member's resignation, a member's removal by vote of the Board, or by expiration of a member's term, will be filled by majority vote of the remaining Board members. To fill any vacancy, the Board shall convene to appoint a Nominating Committee who will recommend candidates to fill the vacancy. If Board membership falls below five (5) the vacancy shall be filled within sixty (60) days from creation of the vacancy. If the vacancy cannot be filled within sixty (60) days, the Board will make a request in writing to the Authorizer for an extension.

6. Notification of Authorizer. The Board President will notify the Authorizer within 30 (thirty) days of a member's resignation or designation of a new member and shall sign and submit the appropriate forms to ensure that the governing body continues to qualify as a Board of Finance.

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

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

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

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

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

## ARTICLE VIII OFFICERS OF THE BOARD

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

2. Election and Tenure. All officers shall be elected by a majority vote of the Board. Officers shall serve for one (1) year terms; and be limited to a maximum of two (2) consecutive terms. Regular election of officers shall take place at the Annual meeting of The GREAT Academy Board or until the member's successors have been duly elected and qualified, or until their death, resignation, or removal. Officers' terms shall begin at the meeting immediately following the meeting of the Board at which the officer is elected.

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

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

5. President. The president of the Board shall preside at all meetings. She/he shall have the right, as other members of the Board, to make or second motions, to discuss questions, and to vote. The president of the Board may not take any action on behalf of the Board or The GREAT Academy without prior specific authority from a majority of the Board to do so. All communications addressed to the president shall be considered by him/her for appropriate

action, for which consideration may include consulting with legal counsel, and consideration by the Board. The president shall sign legal documents as required by law and perform such other duties as may be prescribed by the Board. It is the president's responsibility to ensure that Board members uphold their commitments/responsibilities to the school. The president is responsible for compiling the topics for business to be placed on the agenda.

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

7. Secretary. As secretary to the Board, this office shall keep the minutes of the Board meetings, subject to the direction of the president; ensure that all notices are given in accordance with the provisions of the charter, Board policies, and as required by law; shall countersign, when required, all authorized contracts, deeds, leases, or other legal instruments; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary by the Board. The Board may appoint a designee to assist with the responsibilities of the secretary as described herein, including recording and transcribing the minutes of the meetings, posting notices and agendas, and preparing packets for the Board's review. The secretary will review the minutes prior to presentation to the Board for approval. The secretary or the Board's designee shall be responsible for presenting the minutes to the Board at meetings.

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

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

## ARTICLE IX BOARD COMMITTEES

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

2. Director's Committees. The Director is empowered to establish committees within the school that report to the Director. The Director shall advise the Board about the purpose of the committees and activities affecting the school. The Board may appoint a Board



member to attend these school committees and require a report on their activities either by the Director, Board member attendee or appropriate designee.

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

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

## ARTICLE X BOARD MEETINGS

1. Board Meetings. The GREAT Academy Board of Directors will comply with the New Mexico Open Meetings Act, NMSA 1978 §10-15-1 et seq. ("OMA"). Regular meetings of the Board will be scheduled as determined to be reasonable and necessary for The GREAT Academy and set forth in the Board's annual OMA resolution. Board meetings will be held at The GREAT Academy at 6001 Suite A, San Mateo Blvd. NE, Albuquerque, NM 87109, or such other location as may be determined by the Board. Special meetings of the governing body may be called by the Board president or at the request of a Board member, in accordance with the OMA. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss, and in accordance with the OMA. The Board shall consider at least once annually what constitutes reasonable notice for all regular, special, and emergency meetings as contemplated by the New Mexico OMA and, thereafter, pass an appropriate resolution adopting policies and procedures for complying with the Act. The Resolution shall be posted for public information.

2. Board Agenda. The President of the Board shall set the council agendas. A request to have an item placed on the agenda must be submitted in writing to the President at least 24 hours prior to the required time the agenda must be posted. The President or designee shall provide a copy of the agenda and strive to provide all documentation to be considered by the Board at the meeting to each Board member at least 24 hours prior to the meeting. The agenda shall be posted for the public in accordance with the OMA.

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

4. Board Minutes and Records. The Board may delegate responsibility for taking minutes of all Board meetings to a designee of The GREAT Academy's administrative staff who shall provide thereof a draft copy of the minutes to the Board secretary prior to the next regular meeting of the Board. The secretary shall present the draft minutes for approval at the next

regular Board meeting. The Director or his/her designee shall also supervise the Board of Directors handbook of resolutions passed by the Board and the indexed record of action. A draft copy of the minutes shall be made available for public review by no later than ten (10) days after each meeting of the Board.

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

6. Procedure. Roberts' Rules of Order, newly revised, will govern the Board, except when in conflict with applicable laws or regulations, which then prevail. Although most items are handled by appropriate motion procedures, *consensus action* is also used.

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

## ARTICLE X CONFLICT OF INTEREST

1. Definition. Conflict of Interest - A conflict of interest occurs whenever a Board member permits the prospect of direct or indirect personal gain or gain to a relative or affiliated person, to influence improperly his or her judgment or actions in the conduct of the Board. A conflict of interest also exists when a Board member, school employee, officer or agent or an immediate family member of the Board member, school employee, officer or agent has a financial interest in the entity with which the charter school is contracting.

2. Improper Actions. It is not practical to specify every action that might be considered to raise a conflict of interest. Consequently, Board members should immediately disclose to the Board any circumstance that may give rise to the appearance of a conflict of interest. The following situations have the potential for being an actual conflict of interest and must be avoided:

- a. Director's hiring a Board member's relative as an employee, whether full-time or part-time.
- b. When a member of a governing body or employee, officer or agent of a charter participates in selecting, awarding or administering a contract with the charter school if a conflict of interest exists.
- c. Acquiring, leasing, selling any property, facilities, materials, or contract services (e.g., financial, legal, public relations, computer) under circumstances in which there is direct or indirect compensation to a Board member, or his/her immediate family member or an affiliated person of the member.

- d. Using confidential information acquired by virtue of their associations for their individual or another's private gain.
- e. Requesting or receiving and accepting a gift or loan for themselves or another that tends to influence them or appear to influence them in the discharge of their duties as Board members. Influencing or having the appearance of influencing business with suppliers, which results in the financial benefit to a Board member, his or her relatives or an affiliated person.

3. Disclosure/Annual Statement. Each Board member agrees to complete and sign a Disclosure of Conflicts of Interest statement prior to accepting his/her position on the Board. In addition to this statement, Board members shall annually update the disclosure statement and shall otherwise immediately notify the president of the Board when he or she becomes aware that an actual or potential conflict may exist.

4. Removal from Voting. In order to avoid conflicts of interest and the appearance of impropriety, Board members shall not participate in open meeting or closed session deliberations or votes relating to the discipline of (i) himself or herself; (ii) any relative of the Board member; or (iii) any transaction between the Board and any affiliated person of the Board member.

5. Action with Interested Members. The Director shall not authorize (by approval of a purchase order or otherwise) or enter into any proposed transaction where an actual or apparent conflict of interest exists unless and until the transaction has first been evaluated and approved by the Board. Each Board member shall be responsible for disclosing to the Board the existence of any such direct or indirect interest. Failure to make such disclosure shall be grounds for voiding the transaction, at the discretion of the Board.

6. Violations by Board Members. Upon discovery of a possible infraction of the established Board conflict of interest policies, the discovering party is required to immediately notify the president, school administration, and all Board members. A Board meeting must be immediately scheduled to consider the matter. In the event the Board decides that a Board employee, Board member, or volunteer has violated the conflict-of-interest rules or otherwise abused or attempted to abuse his or her position on the Board, the Board shall recommend appropriate action

7. Payments to Board Members. There shall be no remuneration or mileage payments made to governing council members for attendance at regular, special, or emergency Board meetings, held at the regular location of the Board.

8. Gifts and Gratuities. Members of the Board shall neither solicit nor accept personal gratuities, favors, nor anything of monetary value from contractors or merchants with whom Board is doing business, or who are attempting to sell goods or services to the charter school. This policy does not preclude acceptance of food or drink of a social nature or participation in a social event.

9. Nepotism. According to NMSA 1978, §22-8B-10, the Director or Board shall not initially employ or approve the initial employment in any capacity of a person whose father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law is a member of the Board or Director. The Board may waive the nepotism rule for family members of the Director/Administrator. The Board shall carefully consider the potential impact on the integrity, efficiency, discipline and public perception in the employment of any person who is the parent or family member of a student or school employee.



**ARTICLE XI**  
**BOARD MEMBERS' ETHICAL OBLIGATIONS AND DUTIES**

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

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

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

**ARTICLE XII**  
**MISCELLANEOUS**

1. Policy Adoption. Adoption of new policies or the revision or repeal of existing policies is solely the responsibility of the Board. Proposals regarding policies may originate from the Director, a Board member, Board advisors, or committees formed by the Board for the purpose of investigating and developing policy. Staff members, students, civic groups, parents, or other interested citizens may request that a Board member or the Director sponsor a proposed policy.

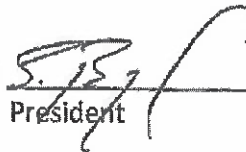
2. Amending Board of Directors Bylaws. Any section or subsection of the Board of Directors Bylaws may be altered, suspended, or revoked only by 2/3 two thirds of a quorum vote of the Board of Directors.

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

4. Dissolution of the Charter Contract. If deemed advisable by the Board that The GREAT Academy's charter contract should be dissolved, The GREAT Academy in collaboration with its Authorizer shall devise an appropriate plan for closing the school and transferring assets as required by the New Mexico Charter School Act and such other applicable laws and regulations.

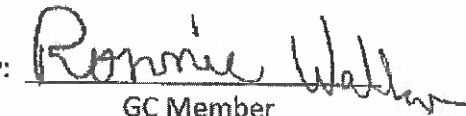
#### CERTIFICATE OF ADOPTION

The undersigned officers hereby certify that these First Restated Bylaws were duly adopted by The GREAT Academy's Board of Directors on April 15, 2021 and are intended to replace and repeal all previous by-laws and amendments thereto adopted by this Board.

By:   
\_\_\_\_\_  
President

By:   
\_\_\_\_\_  
GC Member

By:   
\_\_\_\_\_  
GC Member

By:   
\_\_\_\_\_  
GC Member

By:   
\_\_\_\_\_  
GC Member

# The GREAT Academy

## Appendix 4

### Board of Finance Board and Business Manager Documentation

## AFFIDAVIT OF FINANCIAL RECORD CUSTODIAN

STATE OF NEW MEXICO )


COUNTY OF BERNALILLO )

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

1. I live in the City of Albuquerque, County of Bernalillo, New Mexico.
2. In accordance with 6.80.4.16 NMAC, I agree to accept the responsibility of keeping the financial records of the charter school and recognized that I am in charge of maintaining public funds with fidelity and in accordance to public finance laws, rules and regulations.
3. I have completed the following training in the maintenance of financial records:
  - a) CPE Courses 2019 – 18 Credits
  - b) CPE Courses 2020 – 33 Credits
  - c) CPE Courses 2021 – 40 Credits
4. Attached is a certificate of insurance that indicates that I am adequately bonded to take this responsibility.
5. I have earned the following certificates, licensures and/or degrees:

Certificate, licensure or degree	Educational Institution	Date	Current Yes/No
CPA	State of New Mexico	2018	Yes
Master of Accountancy	New Mexico State University	2008	Yes
Business Official License, Level II	New Mexico Public Education Department	2020	Yes

FURTHER AFFIANCE SAYETH NAUGHT.

  
[Signature of Affiant]

1/28/2022  
Date

BRYAN RUNYAN  
[Print Name of Affiant]

### VERIFICATION

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

[Notary Seal:]



  
NOTARY PUBLIC

My commission expires: MARCH 23, 2024.

# STATE OF NEW MEXICO



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

**LEVEL TWO SCHOOL BUSINESS OFFICIAL**  
is issued to

**BRYAN RUNYAN**

Effective from July 01, 2021 to June 30, 2030  
Licensure Number: 386487

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

Secretary of Education





# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
7/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b>  Poms & Associates Insurance Brokers CA License #0814733 6700 Canoga Ave. #400 Woodland Hills, Ca 91367	<b>CONTACT NAME:</b> Risk Services	
	<b>PHONE (A/C, No, Ext):</b> (800)578-8802	<b>FAX (A/C, No):</b> (818) 449 9449
	<b>E-MAIL ADDRESS:</b> rservices@pomsassoc.com	
	<b>PRODUCER CUSTOMER ID #:</b> 00016280	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  New Mexico Public Schools Insurance Authority Member: The Great Academy 410 Old Taos Highway Santa Fe, NM 87501	<b>INSURER A:</b> New Mexico Public Schools Insurance Authority	
	<b>INSURER B:</b> Hanover Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> <b>PROPERTY</b>				<input type="checkbox"/> <b>BUILDING</b>	\$
	<input type="checkbox"/> <b>CAUSES OF LOSS</b>				<input type="checkbox"/> <b>PERSONAL PROPERTY</b>	\$
	<input type="checkbox"/> <b>BASIC</b>				<input type="checkbox"/> <b>BUSINESS INCOME</b>	\$
	<input type="checkbox"/> <b>BROAD</b>				<input type="checkbox"/> <b>EXTRA EXPENSE</b>	\$
	<input type="checkbox"/> <b>SPECIAL</b>				<input type="checkbox"/> <b>RENTAL VALUE</b>	\$
	<input type="checkbox"/> <b>EARTHQUAKE</b>				<input type="checkbox"/> <b>BLANKET BUILDING</b>	\$
	<input type="checkbox"/> <b>WIND</b>				<input type="checkbox"/> <b>BLANKET PERS PROP</b>	\$
	<input type="checkbox"/> <b>FLOOD</b>				<input type="checkbox"/> <b>BLANKET BLDG &amp; PP</b>	\$
	<input type="checkbox"/>				<input type="checkbox"/>	\$
	<input type="checkbox"/>				<input type="checkbox"/>	\$
	<input type="checkbox"/> <b>INLAND MARINE</b>	<b>TYPE OF POLICY</b>			<input type="checkbox"/>	\$
	<input type="checkbox"/> <b>CAUSES OF LOSS</b>	<input type="checkbox"/>			\$	
	<input type="checkbox"/> <b>NAMED PERILS</b>	<input type="checkbox"/>			\$	
	<input type="checkbox"/>	<input type="checkbox"/>			\$	
B	<input checked="" type="checkbox"/> <b>CRIME</b>	BD3-H274489	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> <b>Employee Theft</b>	\$ 2,000,000
	<input type="checkbox"/> <b>TYPE OF POLICY</b>				<input checked="" type="checkbox"/> <b>Forgery or Altercation</b>	\$ 2,000,000
					<input checked="" type="checkbox"/> <b>Faithful Performance</b>	\$ 1,000,000
	<input type="checkbox"/> <b>BOILER &amp; MACHINERY / EQUIPMENT BREAKDOWN</b>				<input type="checkbox"/>	\$
					<input type="checkbox"/>	\$
					<input type="checkbox"/> <b>Deductible Comp \$750</b>	\$
					<input type="checkbox"/> <b>Deductible Coll \$750</b>	\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Bryan Runyan. Evidence of fidelity bond.

**CERTIFICATE HOLDER****CANCELLATION**

Public Education Commission	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

The GREAT Academy

Appendix 6

School Admission Policies and Procedures



---

## Enrollment and Lottery Policy 2022-2023

### Enrollment Policy:

In accordance with the Charter School Act, any student, regardless of where he/she resides in New Mexico, may attend The GREAT Academy. The GREAT Academy's enrollment policies prohibit discrimination on the basis of disability, race, creed, color, gender, national origin, religion, or need for special education services. The GREAT Academy accepts all students that come to the school in "good standing". Good standing is defined as students with all necessary shots and records, students that have not been suspended or expelled from or are currently suspended/expelled from any public or private school or district, and students that are on track to graduate with their cohort. These policies are necessary in the event that enrollment interest exceeds the enrollment capacity. If it is the intent of the parents to enroll their student, the parent must submit an electronic Enrollment Inquiry for each student interested in enrolling. Any student not selected from the lottery with a submitted Enrollment Inquiry will be placed on a waiting list.

As per NMSA Section 22-8B-4.1 NMSA 1978 enrollment and the lottery will be governed by the following rules:

- (1) a start-up school may either enroll students on a first-come, first-served basis or;
- (2) through a lottery selection process if the total number of applicants exceeds the number of spaces available at the start-up school.

In subsequent years, The GREAT Academy shall give enrollment preference to:

- (1) students who have been admitted to the charter school through an appropriate admission process and remain in attendance through subsequent grades; and
- (2) siblings of students already admitted to or attending the same charter school.

### Enrollment Procedures/Letter of Intent:

If a parent or guardian (collectively referred to as "parent") wants to enroll his/her student, the parent must submit an Enrollment Inquiry for each student. A complete and timely Enrollment Inquiry is required to ensure that the student will be included in the lottery, if a lottery is required because the number of students wanting to enroll exceeds the number of seats available at the school.

Parents must fill out and submit an Enrollment Inquiry through The GREAT Academy's website or request one from the GREAT Academy's Administrative office. The Enrollment Inquiry initiates the enrollment process and enters the student into the lottery if necessary. If a lottery is



not required, the Enrollment Inquiry will be followed up by standard enrollment procedures. The Enrollment Inquiry form will be posted on The GREAT Academy's website. Parents must fill out the Enrollment Inquiry and click the submit button. An electronic receipt will be generated and sent to the parent stating that The GREAT Academy received the letter. Upon receiving the Enrollment Inquiry, a GREAT Academy representative will assign a number (see description below) that will be used for enrollment and lottery purposes if a lottery is necessary. To receive help with the Enrollment Inquiry, parents can contact a GREAT Academy representative at 505-792-0306.

### **Lottery Procedures:**

A lottery will be held when the number of applicants exceeds the available spaces. If the number of applicants does not exceed the number of available spaces, all applicants for that program will be admitted. Students will be enrolled on a first-come, first-served basis until all available seats in the program are filled. When all spaces are filled, subsequent applications will be subject to a lottery process in order to determine their place on a waiting list which shall be used to fill spaces that arise during the academic year.

When a lottery is necessary, a number/letter combination will be assigned to each intent letter, received after the cap has been met, starting with the last 2 digits of the year of application, A for 6th graders, B for 7th graders, C for 8<sup>th</sup> graders, D for 9<sup>th</sup> graders (and so on) and a number ranging from 001-999 based on the number of applications received. (For example, a student applying for 7th grade for the 2022 school year may be assigned the number (22-B-001).

These numbers, assigned to each student who submits an Enrollment Inquiry will be placed in a "hat" and randomly drawn, one at a time, until the available spaces are filled. After all spaces are filled, the drawing continues until all numbers are drawn and a waiting list will be generated based on the order in which they were drawn. Lottery numbers are directly correlated to the numbers on the Enrollment Inquiry. Lottery applicants will be notified in writing regarding their placement as a result of the lottery process.

A student may apply for one slot only. Students who apply for more than one slot will be removed from the lottery. A student must apply using his/her legal name. Using an alias could result in disqualification from the lottery or dis-enrollment at a later date.

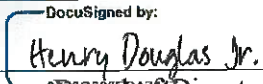
### **Waiting List Procedures:**

When a space in either program opens up during the academic year, the parent of the student at the top of the waiting list will be offered enrollment and will be given five workdays to respond. If the offer is declined or no response is received, the next student on the waiting list will be offered the space, and this process will continue until the space is filled. Declining the offer of



enrollment or failing to respond will result in that student's name being removed from the waiting list.

This policy was approved by The GREAT Academy Board of Directors at the 8/9/2022 (date) meeting.

Signed  Henry Douglas Jr.  
Board of Directors President

The GREAT Academy

Appendix 7

Board Assurance Documentation

The GREAT Academy

## Appendix 8

Discretionary Waivers: None

The GREAT Academy

Appendix 9

Lease documentation



**LEASE AGREEMENT**

**By and Between**

**THE GREAT ACADEMY FOUNDATION,  
A New Mexico non-profit corporation,**

**and**

**THE GREAT ACADEMY,  
A New Mexico public charter school**

**DATED AS OF: October 30, 2018**

## LEASE AGREEMENT

This Lease Agreement (this "Lease") is entered into by and between The GREAT Academy Foundation, Inc., a New Mexico nonprofit corporation (the "Foundation"), as lessor, and The GREAT Academy, a New Mexico public charter school, (the "School"), as lessee, effective as of January 1, 2019, (the "Effective Date").

### RECITALS

THE PARTIES HERETO enter into this Lease on the basis of the following facts, understandings, and intentions:

A. School is the tenant under that certain Lease Agreement, dated April 1, 2017 (the "Existing Lease") by between The GREAT Academy Foundation, as landlord and School, as tenant for certain improved real property in Albuquerque, Bernalillo County, New Mexico and more particularly described on Exhibit A (the "Property").

B. Pursuant to the terms of the Lease, the School has assigned to the Foundation its option to purchase.

C. The Foundation has exercised its option under the Existing Lease to purchase the Property.

D. The Foundation will close on the purchase of the Property simultaneously with the Effective Date of this Lease.

D. The Foundation was created to support the School, and for the purpose of providing the School with a facility pursuant to NMSA 1978 §22-8B-4.2. The school facility leased to the School pursuant to this Lease meets or will meet educational occupancy and adequacy requirements according to New Mexico school building requirements.

E. The School is public charter school authorized by the New Mexico Public Education Department and duly organized and validly existing pursuant to the New Mexico Charter Schools Act, §§ 22-8B-1 through 22-8B-15, NMSA 1978, (the "Act"), and the School is authorized by Section 22-8B-4D of the Act to contract with any third party for the use of a school building and grounds.

F. The Foundation is a nonprofit corporation organized, existing, and in good standing under the laws of the State of New Mexico (the "State"); is duly qualified to do business in the State; and is authorized under its articles of incorporation, bylaws, action of its board of directors, and applicable law, to own and manage its properties, to conduct its affairs in the State, to lease the Property to the School, and to otherwise act in the manner contemplated herein.

G. The School desires to lease the Property from the Foundation, and the Foundation desires to lease the Property to the School.

H. The School desires to have and the Foundation agrees to extend to the School a right to enter a Lease Agreement with Option to Purchase pursuant to the Public Schools Lease Purchase Act, NMSA 1978 §§22-26A-1, *et seq.*, and substantially in the form attached hereto as Exhibit C or as approved by the NMPED, pursuant to Section 30 herein.

#### *AGREEMENT*

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Demise. The Foundation hereby leases the Property to the School, and the School hereby leases the Property from the Foundation. The Foundation shall not interfere with the quiet use and enjoyment of the Property by the School during the Initial Term (and any Extended Terms) of this Lease so long the School is not in default under the terms of this Lease.

2. Need. The School hereby declares its current need for the Property and further determines and declares its expectation that the Property will (so long as they are subject to the terms hereof) adequately serve the needs for which they are being leased throughout the stated term of this Lease. The School hereby agrees and determines that the Base Rent (defined below) during the Initial Term (and any Extended Terms) of this Lease represents not more than the fair market value of the use of the Property during such term. In making such declarations and determinations, the School has given consideration to the uses and purposes for which the Property will be employed by the School, the benefit to the School by reason of the Property, and the use and occupancy of the Property pursuant to the terms and provisions of this Lease.

3. Initial Term. The Initial Term of this Lease shall be for a period commencing on the Effective Date of this Lease and ending on January 1, 2039 ("Initial Term"), unless sooner terminated pursuant to any provision of this Lease or in the event the School and Foundation enter into a Lease Agreement with Option to Purchase. This Lease is contingent upon sufficient appropriations being made by the State of New Mexico for performance of this Lease. If sufficient appropriations are not made by the State of New Mexico for then current payments under this Lease, this Lease may terminate prior to the end of the then current term.

4. Extended Terms. The School shall be entitled to extend the term of this Lease beyond the Initial Term for ten (10) additional terms (each an "Extended Term"), with the first extended term commencing on February 1, 2039 and ending on the next following February 11th, and each subsequent additional term being one (1) year in duration, provided that this Lease has not been previously terminated and that the School is not in default under the terms of this Lease at the time of each extension. The School shall give written notice of the intent to extend at least thirty (30) days prior to the expiration of the then-current term. The School is under no obligation to extend the term of this Lease at any time, and the School shall have no further right to extend the term of this Lease beyond the expiration of the extensions provided for above. Further, any Extended Term is contingent upon sufficient appropriations being made by the State of New Mexico to the School for performance of this Lease. If sufficient appropriations for then current

payments under the Lease are not made by the State of New Mexico to the School, this Lease may terminate prior to the end of the then current term.

5. Use. The Property shall be used and occupied only for educational and related purposes, and for no other purpose. No portion of the Property shall be used primarily for pervasively sectarian purposes. The School will comply with all applicable state and federal laws concerning discrimination on the basis of race, creed, color, gender, national origin, or religious belief and will respect, permit, and not interfere with the religious beliefs of persons working for the School.

6. Rental Commencement Date; Base Rent.

(a) The School shall not be obligated to pay any Base Rent until the Rental Commencement Date. The Rental Commencement Date shall be the Effective Date; after the Rental Commencement Date during the Initial Term and all Extended Terms of this Lease, the School shall pay Base Rent directly to the Foundation or to a person or entity designated by the Foundation as the Foundation's representative for rent collection purposes, on the 1(st) day of each month of the Initial Term or an Extended Term from any and all legally available sources of revenue, including per pupil operating revenues payable to the School.

(b) The Base Rent for the Initial Term and any Extended Term shall be in accordance with Exhibit B hereto. The Foundation and the School agree that the Base Rent does not include payments for repairs, maintenance, operating expenses and the like, which are otherwise obligations of the School under Sections 7 and 16 of this Lease.

(c) The Base Rent includes the prepaid rent amount of \$710,625.00 ("Prepaid Rent") that shall be applied equally to each of the monthly Base Rent payments, reducing each pro rata; provided, that, if the Lease is terminated early for any reason other than purchase of the Property by Lessee and the Prepaid Rent has not been fully amortized over the Base Rent payments made to the date of such termination, Lessor shall repay to Lessee any unamortized amounts of Prepaid Rent.

7. Absolute Net Lease.

(a) The School shall pay as Additional Rent during the Initial Term and any Extended Terms of this Lease as herein provided all expenses of operation of the Property. Commencing with the Rental Commencement Date, this Lease is intended to be and shall be construed consistently with it being an absolute net lease with the School paying all expenses related to the Property, including without limitation, (i) the cost of insurance premiums for insurance deemed necessary or desirable in Lessor's reasonable discretion; (ii) the cost of taxes, utility charges, maintenance, upkeep, and repair costs; and (iii) all other costs associated with operation, repair and maintenance of the School Site (collectively, "Operating Expenses"); provided that, the Landlord shall be responsible for maintaining the Property to state adequacy standards applicable to charter schools at no additional cost to the Tenant, as set forth in NMSA 1978, Section 22-8B-4.2D(2)(a), or a successor statute. Operating Expenses shall be estimated by Landlord at the beginning of each lease year, and Tenant shall pay 1/12 of such estimated amount each month of the lease years as Additional Rent. Portions of Operating Expenses may be, at the Foundation's option, be paid by the School directly to the third parties who are owed certain amounts included in additional rent (e.g. insurance companies, taxing authorities, utility companies).



(b) Within ninety (90) days after the end of a lease year, Landlord shall reconcile actual Operating Expenses against the estimated amounts paid by the School during that lease year. If actual Operating Expenses exceed the estimated Operating Expenses for a lease year, the School shall pay to Landlord the difference between the actual and estimated Operating Expenses (less Operating Expenses relating to Landlord's obligation pursuant to NMSA 1978 22-8B-4.2(D)(2)(a) or successor statute, above, for which School shall not be financially responsible), within thirty (30) days after School's receipt of Landlord's reconciliation.

(c) If the estimated Operating Expenses received by Landlord exceed the actual Operating Expenses (not including Landlord's expenses relating to NMA 1978 22-8B04.2(D)(2)(a) or successor statute, for which school shall not be financially responsible) for a lease year (the difference is referred to herein as the "Excess Operating Expense Balance"), Landlord shall retain the Excess Operating Expense Balance in a reserve account to be used only for maintenance, repairs and replacements of components of the Property (the "Maintenance Reserve"). If upon reconciliation at the end of a lease year the balance of the Maintenance Reserve is equal to or greater than \$100,000 ("Reserve Amount"), Landlord shall return to the School any Excess Operating Expense Balance over the Reserve Amount after the reconciliation for a lease year. Landlord shall return such amount within thirty (30) days after receipt of the reconciliation by the School.

8. Nature of Payment. The School and the Foundation acknowledge and agree that the Base Rent and Additional Rent hereunder shall constitute currently appropriated expenditures of the School and may be paid from any legally available funds. No payments of Base Rent or Additional Rent shall be due under this Lease until the School occupies the Improvements. The School's obligations under this Lease shall not constitute a mandatory charge or requirement for payment of any amounts in excess of amounts appropriated for any Fiscal Year beyond the Fiscal Year for which such appropriation has been made. No provision of this Lease shall be construed or interpreted as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the School within the meaning of any constitutional or statutory limitation or requirement. No provision of this Lease shall be construed or interpreted as creating a delegation either of governmental powers or as a donation by or a lending of the credit of the School within the meaning of any constitutional or statutory limitation or requirement. This Lease does not directly or indirectly obligate the School to make any payments beyond those appropriated for any Fiscal Year for which such payments have been appropriated.

9. Manner of Payment. The Base Rent and any Additional Rent shall be paid, commencing on the Rental Commencement Date and continuing on the first (1st) day of every month of the Initial Term or any Extended Term thereafter by lawful money of the United States of America in the manner reasonably directed by the Foundation. The obligation of the School to pay the Base Rent and Additional Rent required under this Lease shall not be abated through accident or unforeseen circumstances. The School shall, during the Initial Term (and any Extended Terms) of this Lease, make all payments of Base Rent and Additional Rent when due and shall not withhold any Base Rent or Additional Rent nor shall the School assert any right of set-off or counter-claim against its obligation to make such payments required hereunder; provided, however, that the making of such payments shall not constitute a waiver by the School of any

rights, claims, or defenses which the School may assert. No action or inaction on the part of the Foundation shall affect the School's obligation to pay Base Rent and Additional Rent of this Lease.

10. Budgeting. In any Fiscal Year that this Lease shall be in effect, such officer of the School responsible for the preparation of the annual budget shall include in the budget proposal for the ensuing Fiscal Year an amount equal to one-hundred percent (100%) of the Base Rent and one-hundred five percent (105%) of the estimated Additional Rent hereunder for such ensuing Fiscal Year, provided that the decision whether to extend the term of this Lease and whether to appropriate such amounts shall remain solely within the discretion of the School.

11. Representations, Covenants, and Warranties of the School. The School represents, covenants, and warrants as follows:

(a) The School is and will use its best efforts to remain a charter school duly organized and validly existing under the Act. The School is authorized: (i) to lease the Property from the Foundation pursuant to this Lease; (ii) to lease the Improvements from the Foundation pursuant to this Lease, and (iii) to execute, deliver, and perform its obligations under this Lease.

(b) The execution, delivery, and performance of this Lease has been duly authorized by the School and this Lease is enforceable against the School in accordance with its terms.

(c) Nothing in this Lease shall be construed as diminishing, unlawfully delegating, or otherwise restricting any legal authority of the School.

(d) The execution, delivery, and performance of this Lease are in the best interests of the School and serve a public purpose.

(e) None of the execution and delivery of this Lease, the fulfillment of or compliance with the terms and conditions of this Lease, or the consummation of the transactions contemplated by this Lease, conflicts with or results in a breach of the terms, conditions, or provisions of any material restriction or any agreement or instrument to which the School is now a party or by which the School is bound, or constitutes a default under any of the foregoing or, except as specifically provided in this Lease, results in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the School.

(f) To the knowledge of the School, there is no litigation or proceeding currently pending or threatened against the School or any other person affecting the right of the School to execute and deliver this Lease, the ability of the School to make the payments required hereunder, or the ability of the School otherwise to comply with its obligations under this Lease.

(g) The Property will be operated in accordance with all Requirements of Law. As used herein, "Requirements of Law" means any material federal, state, or local statute,

ordinance, rule, or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any applicable common-law doctrine, any provision or condition of any permit required to be obtained or maintained, or any other binding determination of any governmental authority relating to the ownership or operation of property, including any of relating to environmental, health, or safety matters.

- (h) The Property is necessary and essential to the School's operations.

12. Representations, Covenants, and Warranties of the Foundation. The Foundation represents, covenants, and warrants as follows:

- (a) The Foundation is a nonprofit corporation duly organized, existing, and in good standing under the laws of the State, is duly qualified to do business in the State, is possessed of full power to purchase, own, hold, and lease (as owner and landlord) real and personal property, has all necessary power to lease the Property to the School pursuant to this Lease, and to execute, deliver, and perform its obligations under this Lease and has duly authorized the execution, delivery, and performance of its obligations under this Lease.

- (b) The Foundation shall at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew its tax exempt status and all the rights and powers provided to it under its articles of incorporation, bylaws, action of its board of directors, and applicable law.

- (c) This Lease is enforceable against the Foundation in accordance with its respective terms, subject only to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally and equitable principles, whether considered at law or in equity.

- (d) The Property is constructed and will be maintained by the Foundation to educational occupancy standards, will meet all applicable state adequacy standards. The Property will be leased by the Foundation in accordance with all Requirements of Law.

- (e) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions, and provisions of any restriction or any agreement or instrument to which the Foundation is now a party or by which the Foundation is bound or constitutes a default under any of the foregoing.

- (f) Except as specifically provided in this Lease, the Foundation will not assign the Lease, its rights to payments from the School or its duties and obligations hereunder or thereunder to any other person, firm, or corporation so as to impair or violate the representations, covenants, and warranties contained herein.



(g) To the knowledge of the Foundation, there is no litigation or proceeding pending or threatened against the Foundation or any other person affecting the right of the Foundation to execute and deliver this Lease, or the ability of the Foundation otherwise to comply with its obligations under this Lease.

(h) The Foundation will observe and perform all covenants, conditions and agreements on its part to be performed in any loan agreement secured by the Property to which the Foundation is a party.

13. Title to the Property. Any improvements permanently affixed to the Property shall be part of the Property. The School shall have no right, title, or ownership interest in the Property or any permanent additions and modifications thereto or replacements thereof.

14. Liens and Encumbrances. The School shall not permit any mechanic's or other lien to remain against the Property; provided that if the School shall first notify the Foundation of the intention of the School so to do, the School may in good faith contest any mechanic's or other lien filed or established against the Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Foundation shall notify the School that, in the opinion of independent counsel, whose reasonable fees shall be paid by the School, but only to the extent that amounts for Additional Rent which have been specifically appropriated by the School are available for the payment of such costs, by nonpayment of any such items the Foundation's interest in the Property or title to the Improvements will be materially endangered, or the Property or any part thereof will be subject to loss or forfeiture, in which event the School shall promptly pay and cause to be satisfied and discharged all such unpaid items; provided, however, that such payment shall not constitute a waiver by the School of the right to continue to contest such items. The Foundation will cooperate fully with the School in any such contest, upon the request and at the expense of the School, to the extent that Additional Rent which has been specifically appropriated by the School is available for the payment of such expenses. The School shall not directly or indirectly create, incur, or assume any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property.

15. Compliance with Law. The School shall at all times operate the Property, or cause the Property to be used and operated, such that (a) the Property at all times shall be operated in substantial compliance with all Requirements of Law; (b) all permits required by Requirements of Law in respect of the Property shall be obtained and maintained in full force and effect and the School shall substantially comply with the material terms and conditions of such permits; (c) there shall be no hazardous substance, pollutant or contaminant (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601, *et seq.*, any applicable state law or regulations promulgated under either), solid or hazardous waste (as defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, *et seq.*, any applicable state law or regulations promulgated under either), special waste, petroleum or petroleum derived substance, radioactive material or waste, polychlorinated biphenyls, asbestos or any constituent of any of the foregoing located on, in or under the Property in violation of any Requirements of Law; (d) there shall be no disposal of any of the items referred to in clause (c) on, from, into or out of the Property or on, from, into or out of the Improvements



in violation of any Requirements of Law; and (e) there shall be no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing, or dispersing of any of the items referred to in clause (c) into the indoor or outdoor environment from, into, or out of the Property including the movement of any such items through or in the air, soil, surface water, ground water from, into or out of the Property or the abandonment or discard of barrels, containers, or other open or closed receptacles containing any such items from, into or out of the Property in violation of any Requirements of Law.

16. Maintenance. The School agrees to maintain, preserve, and keep the Property or cause the Property to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order, and condition, subject to normal wear and tear, and that the School will from time to time make or cause to be made all necessary and proper repairs except to the extent as required to be maintained by the Foundation. The Foundation shall be required to provide extraordinary maintenance and replacement of capital assets, and shall be required to keep the facility in compliance with the requirements set forth in the NMSA 1978, Section 22-8B-4.2D(2)(a) or its successor statute at no additional cost to the School, including but not limited to replacement of equipment, roof or other structural components, exterior painting and the replacement of the heating, air conditioning, plumbing and electrical equipment during the Initial Term and any Extended Term of this lease. Such costs/charges shall not be considered Operating Expenses.

17. Modifications. During the Initial Term or any Extended Term of this lease, with the Foundation's prior written consent, the School may remodel or make substitutions, additions, modifications, or improvements to the Property, at its own cost and expense, and the same (if permanently affixed) shall be part of the Property, or the Improvements, as the case may be, subject to, and shall be included under the terms of this Lease; provided, however, that (i) such remodeling, substitutions, additions, modifications, and improvements shall not in any way damage the Improvements; and (ii) the Improvements, as remodeled, improved, or altered, upon completion of such remodeling, or such making of substitutions, additions, modifications, and improvements, shall be of a value not less than the value of the Improvements immediately prior to such remodeling or such making of substitutions, additions, modifications, and improvements.

18. Equipment. The School may, from time to time in its sole discretion and at its own expense, install equipment and personal property on the Property. All such equipment and personal property shall remain the sole property of the School in which the Foundation shall not have any interest; provided, however, that any such equipment and personal property which becomes permanently affixed to the Property shall become part of the Property, subject to this Lease and shall be included under the terms of this Lease.

19. Taxes and Assessments. If the Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments, or charges lawfully made by any governmental body, the School shall pay the amount of all such taxes, assessments, and governmental charges then due, but only to the extent that amounts for Additional Rent which have been specifically appropriated by the School are available for the payment of such costs. With respect to special assessments or other governmental charges that may be lawfully paid in installments over a period

of years, the School shall be obligated to provide only for such installments as are required to be paid during the Initial Term and any Extended Terms of this Lease. The School shall not allow any liens for taxes, assessments, or governmental charges to exist with respect to the Property or Improvements or any portion thereof (including any taxes levied thereon which, if not paid, will become a charge on the rentals and receipts from the Property or any portion thereof, or any interest therein, including the interest the Foundation) or the rentals and revenues derived therefrom or hereunder. If the School shall first notify the Foundation of the intention of the School to do so, the School may, at the expense and in the name of the School, in good faith contest any such tax, assessment, and other charges and, in the event of any such contest, may permit the tax, assessment, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Foundation shall notify the School that, in the opinion of independent counsel, whose reasonable fees shall be paid by the School, but only to the extent that amounts for Additional Rent which have been specifically appropriated by the School are available for the payment of such costs, by nonpayment of any such items the Property or the Improvements or any portion thereof will be subject to loss or forfeiture, or the Foundation will be subject to liability, in which event such tax, assessment, or other charges shall, to the extent that amounts for Additional Rent which have been specifically appropriated by the School are available for the payment thereof, be paid promptly or secured by posting a bond with the Foundation in form satisfactory to the Foundation (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such tax, assessment, or other charges).

20. Utilities. The School shall pay, as the same respectively become due, all gas, water, steam, electricity, heat, power, utility, and other charges incurred in the maintenance and upkeep of the Property, and the School shall place all such utilities in its name.

21. Insurance. The School shall, at its own expense, obtain and maintain the following policies of insurance. The insurance policies required by this Section shall meet the following conditions, to the extent allowed by state law or the School's required insurer, the New Mexico Public Schools Insurance Authority ("NMPSIA"): (i) any insurance policy may have a deductible clause in an amount not to exceed \$20,000; (ii) each insurance policy shall be so written or endorsed as to make losses, if any, payable to the School and the Foundation, as their respective interests may appear; (iii) each insurance policy shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the School and the Foundation without first giving written notice thereof to the School the Foundation at least thirty (30) days in advance of such cancellation or modification; (iv) each insurance policy, or each certificate evidencing such policy, shall be deposited with the Foundation upon request; (v) full payment of insurance proceeds under any insurance policy up to the dollar limit required by this Section in connection with damage to the Property or the Improvements shall, under no circumstance, be contingent on the degree of damage sustained at other property owned or leased by the School; and (vi) to the extent the School can control the terms of each insurance policy, each insurance policy shall explicitly waive any coinsurance penalty. The School may, in its discretion, provide any of the insurance required by this Section under blanket insurance policies which insure not only the risks required to be insured hereunder but also other similar risks. The School agrees to pay the premiums for any insurance required by the Foundation, as part of the Additional Rent.

(a) Casualty and property damage insurance with respect to the Property and the Improvements in an amount equal to the full replacement value of the Property and the Improvements, naming Landlord and Landlord's lender as additional insureds.

(b) Commercial general liability and automobile liability insurance against claims arising in, on, or about the Improvements, including in, on, or about the sidewalks, parking lots, or premises adjacent to the Improvements, providing coverage limits not less than the coverage limits allowed by NMPSIA or customarily carried on public school facilities of similar size and character within the State, naming Landlord and Landlord's lender as an additional insured.

(c) Fidelity insurance or bonds on those of its officers and employees who handle funds of the School, both in such amounts and to such extent as are customarily carried by organizations similar to the School and operating properties similar in size and character to the Improvements.

(d) Rental value insurance covering all risks as to which insurance is required pursuant to Subsection (a) above, in an amount equal to not less than the amounts required to be paid as Base Rent and Additional Rent for a period of not less than twelve (12) months.

(e) Such other forms of insurance as the School is required by law to provide with respect to the Improvements, including any legally required worker's compensation insurance and disability benefits insurance.

22. Damage, Destruction, or Condemnation: Use of Net Proceeds.

(a) *Damage, Destruction, or Condemnation.* If, during the Initial Term (and any Extended Terms) of this Lease, (i) the Property or any portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; (ii) title to, or the temporary or permanent use of, the Property or any portion thereof or the estate of the School, the County, or the Foundation in the Property or any portion thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; (iii) breach of warranty or any material defect with respect to the Property shall become apparent; or (iv) title to or the use of all or any portion of the Property shall be lost by reason of defect in the title thereto, then, the School shall be obligated, subject to the provisions of Subsection (c) hereof, to continue to pay the amounts specified in Subsection (b) hereof and, to the extent of amounts specifically appropriated by the School, to pay Base Rent and Additional Rent. As used herein, "Net Proceeds" means, when used with respect to any insurance payment or condemnation award, the gross proceeds thereof less the expenses (including attorneys' fees) incurred in the collection of such gross proceeds.

(b) *Repair and Replacement.* To the extent not contrary to applicable law, subject to the provisions of Subsection (c) hereof, the School (and, to the extent such Net Proceeds are within their control, the Foundation) shall cause such Net Proceeds to be



deposited in a separate trust fund held by the Foundation. Except as set forth in Subsection (c) hereof, all Net Proceeds of any insurance, performance bonds, or condemnation awards owed to either the School or the Foundation shall be applied to the prompt repair, restoration, modification, improvement, or replacement of the Land or the Improvements, as the case may be, by the School upon receipt of requisitions acceptable to the Foundation setting forth: (i) the requisition number; (ii) the name and address of the person, firm, or corporation to whom payment is due or has been made; (iii) the amount to be paid or reimbursed; and (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. The Foundation shall cooperate with the School in the administration of such fund and shall not unreasonably withhold its approval of requisitions under this Section. Any repair, restoration, modification, improvement, or replacement paid for in whole or in part out of Net Proceeds shall be the property of the Foundation, subject to this Lease, and shall be included as part of the Property or the Improvements under this Lease.

(c) *Insufficiency of Net Proceeds for Property.* If there occurs an event described in Subsection (a) hereof, and if any Net Proceeds received as a consequence of such event shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement, or replacement of the Property required under Subsection (b) hereof, the School shall elect one of the following options:

(i) The School may, to the extent permitted by law, in accordance with Subsection (b) hereof, repair, restore, modify, or improve the Property or replace the Property (or portion thereof) with property of a value equal to or in excess of the Property, and pay as Additional Rent any cost in excess of the amount of the Net Proceeds, to the extent the amounts for Additional Rent which have been specifically appropriated by the School are available for the payment of such costs, and the School agrees that, if by reason of any such insufficiency of the Net Proceeds, the School shall make any Additional Rental payments pursuant to the provisions of this paragraph, the School shall not be entitled to any reimbursement therefor from the Foundation, nor shall the School be entitled to any diminution of the Base Rent and Additional Rent.

(ii) If, by June 30<sup>th</sup> of the Fiscal Year in which an event described in Subsection (a) hereof occurs (or June 30<sup>th</sup> of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve, or replace the Property become apparent), the School has not appropriated amounts sufficient to proceed under clause (i) of this Subsection, the Foundation may then pursue remedies as provided in Section 24 ("Remedies on Default").

(d) *Cooperation.* The parties to this Lease shall cooperate fully with the other in filing any proof of loss with respect to any insurance policy or performance bond

covering the events described in Subsection (a) hereof, in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or the Improvements or any portion thereof, and in the prosecution of any action relating to defaults or breaches of warranty under any contract relating to the Property or the Improvements. In no event shall either party voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to defaults or breaches of warranty under any contract relating to the Property or the Improvements or any portion thereof without the written consent of the other party. Each party shall be responsible for their respective fees and expenses incurred under this section.

23. Events of Default. Any one of the following shall constitute an "Event of Default" under this Lease: (i) failure by the School to pay any specifically appropriated Base Rent during the Initial Term (and any Extended Terms) of this Lease on, before, or within five (5) days of the applicable due date or to pay Additional Rent which become due during the Initial Term (and any Extended Terms) of this Lease, up to the amount specifically appropriated for the payment of Additional Rent in accordance with the provisions hereof; or (ii) failure by the School to observe and perform any covenant, 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 shall be given to the School by the Foundation, unless the party giving such notice shall agree in writing, prior to the expiration of the thirty-day period, to an extension of no more than sixty (60) days; provided, however, that if the failure stated in the notice cannot be corrected within the original thirty-day period, the party giving such notice shall not withhold their consent to an extension of up to sixty (60) days if corrective action shall be instituted by the School within such time period and diligently pursued until the default is corrected. The foregoing provisions of this Section are subject to the following limitations: (i) the School shall be obligated to pay the Base Rent and Additional Rent only during the Initial Term (and any Extended Terms) of this Lease, except as otherwise expressly provided in this Lease; and (ii) if, by reason of Force Majeure, the School shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the School contained herein and until the termination or end of the Initial Term (and any Extended Terms) of this Lease, the School shall not be deemed in default during the continuance of such inability. The School agrees, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the School from carrying out its agreement; provided that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of the School. As used herein, "Force Majeure" includes the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other causes not within the control of the School or the Foundation.

24. Remedies on Default. Subject to the provisions of Section 44 herein, whenever any Event of Default shall have happened and be continuing, the Foundation may, without any further demand or notice, take one or any combination of the following remedial steps:

(a) Terminate the Initial Term (and any Extended Terms) of this Lease and give notice to the School to vacate the Property within one-hundred eighty days (180) days from the date of such notice.

(b) Lease all or any portion of the Property or the Improvements.

(c) Recover from the School: (i) to the extent the recovery thereof is permitted by law, the fair rental value of the use of the Property during any period beyond the thirtieth (30<sup>th</sup>) day following the occurrence of the Event of Default; and (ii) Base Rent and Additional Rent, to the extent amounts for such Additional Rent have been specifically appropriated in accordance with the provisions of hereof, which would otherwise have been payable by the School hereunder during the remainder, after the School vacates the Property, of the Fiscal Year in which such Event of Default occurs.

(d) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Property under this Lease.

25. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Foundation is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall 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 the Foundation to exercise any remedy it shall not be necessary to give any notice, other than such notice as may be required in this Lease.

26. Further Assurances and Corrective Instruments. The Foundation and the School agree that so long as this Lease is in full force and effect and no Event of Default shall have occurred, the Foundation and the School shall have full power to carry out the acts and agreements provided herein and they will, so far as it may be authorized by law, from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property or the Improvements hereby leased or intended so to be, or for otherwise carrying out the intention of or facilitating the performance of this Lease.

27. Compliance with Requirements of Law. During the Initial Term (and any Extended Terms) of this Lease, the School and the Foundation shall observe and comply promptly with all current and future Requirements of Law applicable to the Property (including those set forth in Section 22-8B-4D of the Act) or any portion thereof and all current and future requirements of all insurance companies writing policies covering the Property or any portion thereof.

28. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Foundation and the School and their respective successors and permitted assigns.

29. No Individual Liability. All covenants, stipulations, promises, agreements, and obligations of the School or the Foundation, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the School or the



Foundation, as the case may be, and not of any member, director, officer, employee, or other agent of the School or the Foundation in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement, or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, or other agent of the School or the Foundation or any natural person executing this Lease or any related document or instrument.

30. Conversion to Lease With Option to Purchase Agreement. At the discretion and option of the School, the parties agree that this Lease may be superseded by a Lease with Option to Purchase Agreement, provided approval of the Lease with Option to Purchase Agreement has been approved by the necessary regulatory authorities in accordance with the Public Schools Lease Purchase Act, NMSA 1978 §§22-26A-1 et seq. The Lease with Option to Purchase Agreement between the School and the Foundation shall be substantially in the form and upon the terms attached as Exhibit C hereto, or as required by the NMPED.

31. Waiver. No term of this Lease shall be deemed waived unless such waiver is in writing signed by the party making the waiver. No delay or omission by either party in exercising or enforcing any right or power hereof shall impair such right or power or be construed to be a waiver thereof. No custom or practice that may evolve between the parties shall be construed to lessen the right of a party to require the performance of the other party in strict accordance with the terms of this Lease. A waiver by one party of a failure of the other party to fully comply with any of the terms of this Lease shall not be construed to be a waiver of any subsequent failure to comply or any other failure to comply.

32. Assignment and Subleasing. This Lease may not be assigned by the School for any reason, whether by operation of law or pursuant to any contract. However, the Property may be leased, as a whole or in part, by the School, with the consent of the Foundation, which consent will not be unreasonably withheld; subject, however to each of the following conditions: (i) this Lease, and the obligations of the School hereunder, shall, at all times during the Initial Term (and any Extended Terms) of this Lease, remain direct obligations of the School; (ii) no additional lease shall change the use of the Property; and (iii) a copy of the lease agreement is provided to the Foundation. The Foundation may freely assign its interest in this Lease either in whole or in part to its lender

33. Amendments, Changes, and Modifications. This Lease shall not be altered, changed, or amended other than by a written instrument executed by the parties.

34. Notices. All notices and communications required or permitted under this Lease (including change of address and facsimile or telephone number set forth below) shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when hand-delivered to the street address of the receiving party set forth below; (ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below with a receipt showing delivery; (iii) when sent by electronic mail to the email address set forth below with a receipt showing delivery; (iv) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (v) three (3) days after deposit in the U. S. mail, certified mail,



return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

The Foundation: The GREAT Academy Foundation  
Attn: Anthony Fairley, President  
6001A San Mateo Blvd.  
Albuquerque, NM 87109  
Facsimile No: 505-792-0225  
Email: [fairleyanthony413@gmail.com](mailto:fairleyanthony413@gmail.com)

With a copy to: Modrall, Sperling, Roehl, Harris & Sisk, P.A.  
P.O. Box 2168  
Albuquerque, New Mexico 87103  
or  
500 Fourth Street N.W. Suite 1000  
Albuquerque, New Mexico 87102  
Attn: Margaret Lewis Meister  
Facsimile No.: (505) 848-9710  
Email: [mmeister@modrall.com](mailto:mmeister@modrall.com)

The School: The GREAT Academy  
c/o Jasper Matthews, Executive Director  
6001 A San Mateo Blvd.  
Albuquerque, NM 87109  
Facsimile No: 505-792-0225  
Email: [jmatthews@thegreatacademy.org](mailto:jmatthews@thegreatacademy.org)

With a copy to Matthews Fox PC  
1925 Aspen Drive, Suite 301A  
Santa Fe, New Mexico 87505  
Attn: Susan B. Fox  
Facsimile No.: (505) 474-3727  
[sfox@matthewsfox.com](mailto:sfox@matthewsfox.com)

35. Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, *i.e.*, including Saturdays, Sundays, and holidays as observed by the State of New Mexico; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or such observed holiday, the day for such act shall be first day following such Saturday, Sunday, or observed holiday that is not a Saturday, Sunday, or such observed holiday.

36. Interpretation. The captions and paragraph headings of this Lease are not necessarily descriptive, or intended or represented to be descriptive, of all the terms thereunder, and shall not be deemed to limit, define, or enlarge the terms of this Lease. Whenever used herein, unless otherwise indicated by the context, the singular shall include the plural, the plural shall include the singular, the use of any gender shall include all genders, and the use of the words "include" and "including" shall be construed as if the phrases "without limitation" or "but not [be]

limited to" were annexed thereafter. The parties were, or had ample opportunity to be, represented by counsel, and as such this Lease shall not be interpreted for or against either party based on authorship.

37. Incorporation. Each and all of the recitals set forth at the beginning of this instrument, and any exhibits referenced herein and attached hereto, are incorporated herein by this reference.

38. Applicable Law. Each party shall perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. This Lease shall be governed by the laws of the State of New Mexico (without giving effect to the State of New Mexico's choice of law provisions). All legal proceedings arising from unresolved disputes under this Lease shall be brought in Albuquerque before the Second Judicial District Court of the State of New Mexico.

39. Severability. In the event that any provision of this Lease, other than the requirement of the School to pay Base Rent and Additional Rent, the requirement of the Foundation to provide quiet enjoyment of the Property, and the requirement that the obligations of the School to pay Base Rent and Additional Rent under this Lease are conditioned upon the prior specific appropriation by the School of amounts for such purposes in accordance with the requirements of State law, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

40. Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have entered into this Lease effective as of the date first written above.

THE SCHOOL

The GREAT Academy,  
a New Mexico public charter school

By: Anthony Fairley

Name: \_\_\_\_\_

Title: President, Board of Directors

THE FOUNDATION

The GREAT Academy Foundation  
a New Mexico nonprofit corporation

By: Stacey Boyd

Name: \_\_\_\_\_

Title: President, Board of Directors

## **ADDENDUM TO LEASE AGREEMENT**

This Addendum to Lease Agreement ("Addendum") dated August 9, 2021, sets forth the agreements of the parties to and amends the Lease Agreement by and between The GREAT Academy Foundation, a New Mexico non-profit corporation ("Foundation"), and The GREAT Academy, a New Mexico public school ("School"), dated as of October 18, 2018 ("Lease").

### ***RECITALS***

WHEREAS, Section 6(c) of the Lease requires that in the event of an early termination of then Lease the Foundation return to the School unamortized rent payments; and

WHEREAS, the School's charter authorizer has required the School to enter into a Corrective Action Plan, which contains the requirement that the School provide a plan for return of unamortized rent prepayments to the School or the State of New Mexico in the event that the School is closed during the Term of the Lease; and

WHEREAS, the Corrective Action Plan further requires that the School request information from the Foundation with regard to how the Foundation intends to meet its underlying mortgage debt obligations, and the funds that will be used to reduce debt obligations in the event that the Lease is terminated; and

WHEREAS, this Addendum to the Lease is intended by the parties hereto to supplement the Lease and to assist the School in complying with the Corrective Action Plan.

### ***AGREEMENT***

NOW, THEREFORE, in consideration of the foregoing and the covenants and promises contained herein and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties supplement the Lease as follows:

1. The following is added as Paragraph 12(i) of the Lease:

The Foundation represents that, as of the date of execution of the Addendum, the Foundation has sufficient equity in the Property upon which the Foundation could draw (via refinance, sale or other available mechanism) to return unamortized prepaid rental payments to the School or its successor, the State of New Mexico, pursuant to paragraph 6.c of the Lease, upon any early termination of the Lease.

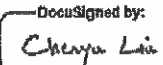
The Foundation further represents that, upon a termination of the Lease, the Foundation will make reasonable efforts to relet the Property.

2. The following is added to the end of Paragraph 30 of the Lease:


The parties acknowledge and agree that, should the School's charter be renewed beyond the 2021-22 school year, at the earliest opportunity thereafter the parties shall prepare and (re)submit a Lease Purchase Arrangement to the Public Education Department for approval, with the purchase price set forth therein immediately reduced by the unamortized prepaid rental payments made by the School under the Lease; the parties agree that, if approved by the Public Education Department, the parties shall execute the Lease Purchase Arrangement, and the Lease Purchase Arrangement shall supersede the Lease.

3. No further rent prepayments shall be made by the School to the Foundation under the Lease.
4. The remainder of the Lease not expressly amended by this Addendum remains in full force and effect.

THE GREAT ACADEMY

By    
 DocuSigned by:   
 Chenyu Liu   
 041D24103B54F5...   
 Its Chenyu Liu   
 Date: 10/21/2021

THE GREAT ACADEMY FOUNDATION

By    
 Its Ronald Shorter   
 Date: 9/26/2021