

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

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

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

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

WHEREAS, the COMMISSION is further authorized pursuant to the Act, to monitor charter schools’ compliance with the requirements of the Act and NMRA 6.80.4.1 et. seq, and with the requirements of the Charter Contract for each authorized State charter school; and,

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

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

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

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

**SECTION 1: DEFINITIONS**

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

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

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

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

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

“Commission” means the Public Education Commission

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

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

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

“Days” means calendar days.

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

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

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

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

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

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

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

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

“PEC Policy Manual” means a manual or set of policies posted on the Commission website containing the policies the Public Education Commission has adopted in support of its authorizing practices pursuant to NMAC 6.80.4.17- 6.80.4.18 as may be amended or modified.

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

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

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

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

“Secretary” means the Secretary of the Department.

“SEG funding” means State Equalization Guarantee funding paid to the School pursuant to New Mexico law.

“State” means the State of New Mexico.

**SECTION 2. EXHIBITS AND REQUIRED DOCUMENTS**

**2.1. Exhibits.** The parties provide the following Exhibits to the Contract. The Performance Frameworks is included as a material term of this Contract:

<b>Exhibits incorporated into the Contract</b>	
Exhibit A	Performance Framework
Exhibit B	Board of Finance authorization letter from COMMISSION
Exhibit C	List of Discretionary Waivers

**2.2. Required Documentation.** The GOVERNING BOARD shall provide CSD with the following documentation and shall keep such information current with CSD by providing updated information within the time frames and on the forms adopted by the PEC in the PEC policy manual.

<b>Required information to be kept current at CSD</b>	
Document 1.A	Head Administrator identification
Document 1.B	Business Manager identification
Document 1.C	Procurement Officer identification
Document 2.A	Governing Board Membership, including <ul style="list-style-type: none"> <li>• List of Members</li> <li>• Governing Board Member Certifications of Legal Obligations and Commitments; and</li> <li>• Member’s Signed Conflict of Interest Disclosure</li> </ul>
Document 2.B	Documentation showing satisfaction of requirements as a Board of Finance including <ul style="list-style-type: none"> <li>• Statement of each board member to consult with PED</li> <li>• School Business Official License and</li> <li>• State Certification for Designated Procurement Officer</li> </ul>
Document 3	Lottery and enrollment policy
Document 4	Governing Body Bylaws
Document 5	Identification of Pre-K Early Childhood Program
Document 6	Lease or Lease Purchase agreement
Document 7	Information regarding a Foundation supporting the school, including <ul style="list-style-type: none"> <li>• List of Members</li> <li>• School personnel serving on the Foundation</li> <li>• Memorandum of Understanding with a Foundation</li> <li>• Non-Profit Foundation’s Members, Director and</li> <li>• Member’s Signed Conflict of Interest Disclosure</li> </ul>
Document 8	Agreement(s) with Partner

**2.3 Duty to update.** The GOVERNING BOARD shall submit changes to the Contract, Exhibit or Documentation in a timely manner. Changes to the Contract, Exhibits or required documentation shall be provided on forms and within the time frames provided by the COMMISSION in the PEC Policy Manual for approval by, or notification to, the COMMISSION.

### **SECTION 3: SCHOOL SPECIFIC TERMS**

The GOVERNING BOARD is publicly entrusted and charged to deliver educational results to the students of the school consistent with the Charter Contract and the Performance Framework, **Exhibit A** and with the obligation to account for and oversee public school funds as agreed to in this Charter Contract and be accountable to the COMMISSION and the State for the School's funds and performance in accordance with applicable law, **Exhibit B**. Each GOVERNING BOARD member has executed an assurance document regarding his/her obligations in this regard, **Document 2.A and 2.B**.

- 3.1 Public School.** The GOVERNING BOARD shall ensure that the School
- i. is staffed with appropriate qualified personnel, **Documents 1.A. – 1.C**, to manage the School and meet the mission and educational program of the School;
  - ii. is a nonsectarian, nonreligious and non-home-based public school;
  - iii. is identifying, evaluating and offering a free appropriate public education to all eligible children who accepted for enrollment in the School including through an appropriate lottery and enrollment process, **Document 3**;
  - iv. is operating according to the bylaws of the School, **Document 4**
  - iii. is complying with all applicable federal and state employment laws, rules and regulations. The GOVERNING BOARD shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to age, race, creed, color, religion, sex, sexual orientation, gender identity, spousal affiliation, national origin or disability.

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

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

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

**Mission:** \_\_\_\_\_

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

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_ add more as necessary

**3.5.1 Manner of instruction.**

**A. Virtual Instruction.** Unless the School is authorized as a virtual school, the School must generally provide in-person instruction at the Facility and as set forth below. Except as otherwise ordered by the State health/executive orders relating to public health and education, the School shall provide instruction as follows:

- i. in-person on-site instruction for \_\_\_\_\_% of the educational hours of the school
- ii. virtual instruction provided by school personnel for \_\_\_\_\_% of the educational hours of the school and
- iii. virtual instruction with non-school personnel through a virtual school program as described here: \_\_\_\_\_

**B. Mixed Grade or Mixed Age Instruction.** The School \_\_\_\_\_ uses or \_\_\_\_\_ does not use mixed grade or mixed age education as part of its model.

**C. Pre-Kindergarten.** The School \_\_\_\_\_ does or \_\_\_\_\_ does not have a pre-Kindergarten program. If so, the School attests that no SEG funding is used to support this program and that the students in that program are not provided preferential treatment in the lottery in **Document 5**.

**3.6 Enrollment Cap and Authorized Grade Levels.**

The School shall serve no more than \_\_\_\_\_ students in grades \_\_\_\_\_.

The School may make modifications as to the number of students in any particular grade, and number of students within a class to accommodate staffing decisions that are consistent with the School's programmatic needs; except that, nothing in this Contract shall give the GOVERNING BOARD the authority to allow the School to combine students from different grade levels into the same classroom unless the School's educational program explicitly provides for mixed grade or age education.

**3.7 Authorized Facility.** Unless the School is authorized as a virtual school, the School must provide in-person instruction at the Facility as described in 3.5 above. The School shall provide educational services, including the delivery of instruction, at the following authorized location(s):

School Name

Street Address

City, State Zip

The School provides a copy of the lease(s) associated with the Facility, **Document 6**. The School may move facilities within the same school district by notifying the COMMISSION. If the School is moving outside of the same school district, the School must submit an amendment to this Charter Contract.

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

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

**3.8 Third Party Contracts and Relationships**

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

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

- i. to provide financial support to the School through privately-raised funds or grants,
- ii. to provide a Facility and facilities related costs for the School, paid for by the School, as follows \_\_\_\_\_ and
- iii. additionally to utilize payments received from the School as follows:  
\_\_\_\_\_

The agreement governing the relationship between the School and the foundation is provided in **Document J**. The members of the foundation’s Board of Directors and its Executive Director are provided, along with a signed conflict of interest disclosure from each member, is provided in **Document 7**.

**3.8.3 Essential Third Party Relationship Declaration.** (Strike if not applicable) The GOVERNING BOARD or School has a relationship that is essential to the implementation of the School’s mission or educational program with \_\_\_\_\_. The agreement governing the relationship between the School and \_\_\_\_\_ is provided in **Document 8**.

**3.8.4 Notification of Discretionary Waivers.** Notice must be provided to the COMMISSION regarding any waivers the School is utilizing or has requested from the Secretary. All discretionary waivers are identified in **Exhibit C**.

**3.9 School Evaluation and Oversight.** Pursuant to, and consistent with, the Act and NMRA 6.80.4.1 et. seq., the assessment of performance of the school will be conducted as follows:

### **3.9.1 Annual Review**

- i. Annually through the indicators identified in the Performance Framework, **Exhibit A**, including through the School's reporting on the School's mission and/or school-specific measures set forth in the Performance Framework and the School's response to any rankings of the Performance Framework;
- ii. Annually during the performance review site visit required by the Act, as evaluated through the site visit team's observations and the School's response to any such observations; and
- iii. Annually through the annual report provided to, and accepted by, the COMMISSION.

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

**3.9.3 Intervention Ladder.** The COMMISSION, through CSD, may identify a performance issue under this Charter Contract, and the COMMISSION may issue a Notice of Intent to Place the School on the Intervention Ladder. The parties will then follow the procedures set forth in NMRA 6.80.4.1 et. seq. to address the issue.

**3.9.4 Revocation Hearing:** The COMMISSION may take action to revoke the Charter of the School in accordance with law and process set forth in NMRA 6.80.4.1 et. seq.

## **SECTION 4: ROLE AND RESPONSIBILITIES OF THE COMMISSION**

The COMMISSION, as the Chartering Authority, shall:

**4.1 Comply with Legal Obligations.** Pursuant to the Act, NMRA 6.80.4.1 et. seq. and using policies adopted in the PEC Policy Manual, conduct its activities and provide appropriate notices;

**4.2 Notification of Performance Concerns.** Timely provide notice of unsatisfactory performance or possible non-renewal and provide the School with an opportunity to respond and remedy the issues according to NMRA 6.80.4.1 et. seq. unless revocation is warranted.

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

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

## SECTION 5: ROLE AND RESPONSIBILITIES OF THE GOVERNING BOARD

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

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

### 5.1 Governance of the Board. The GOVERNING BOARD shall:

**5.1.1 Deliver Educational results.** Deliver educational results to the students of the school consistent with the Charter Contract and the Performance Framework, **Exhibit A** and with the obligation to account for and oversee public school funds as agreed to in this Charter Contract.

**5.1.2 Establish Bylaws.** Govern the School in the manner set forth in the GOVERNING BOARD's bylaws, **Document 7**.

### 5.1.3 Ensure Members Meet Requirements. Ensure that GOVERNING BOARD

- i. has at least the minimum number of required board members and replace any member within 45 days of removal/resignation.
- ii. complies with training requirements.
- iii. has each member sign a certificate, provided in **Document 2**, certifying the legal obligations undertaken and offering assurance of each member's commitment to comply with all federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools;
- iv. notifies the COMMISSION of all changes in the GOVERNING BOARD's membership, and provide a signed certification from new members; and
- v. notifies the COMMISSION within 15 days of a finding by the COMMISSION, Head Administrator or independent investigator that a GOVERNING BOARD member was found to have inappropriate contact as defined in the School's policies with a student or other minor. Further, the GOVERNING BOARD or Head Administrator shall notify the COMMISSION within 15 days of being notified of a conviction or convictions for, any crime related to the misappropriation or theft of School funds or property by a GOVERNING BOARD member.

### 5.2 Board of Finance Designation.

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



**Document 2.B**, with the information required in NMRA 6.80.4.1 et. seq and identified in the PEC Policy Manual.

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

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

- i. complying with all applicable provisions of the Public School Finance Code, the Procurement Code, and the Audit Act;
- ii. paying accepted invoices as they fall due or in the usual course of business;
- iii. complying with all federal requirements related to federally funded programs and awards;
- iv. refraining from gross incompetence or systematic and egregious mismanagement of School finances or financial records; and
- v. preparing and fairly presenting financial statements in accordance with accounting principles generally accepted in the United States of America, which include the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

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

## **SECTION 6: INTERACTIONS BETWEEN THE PARTIES.**

**6.1 Access Required.** The School shall allow the COMMISSION and its authorized representatives to visit the School and Facility with reasonable notice and inspect records showing compliance with NMRA 6.80.4.1 et. seq, the Charter Contract, Performance Framework, **Exhibit 2** and applicable law.

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

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

**6.4 Records.**

**6.3.1 Records of Compliance with the Contract.** The School shall establish a scoring sheet for the scoring of any school-specific indicators in the Performance Framework, **Exhibit A**. The School shall maintain records that show compliance with the Contract and Performance Framework, **Exhibit A**, including the School-specific indicators using the scoring sheet, and provide such information to CSD at the annual site visits and as may be reasonably requested at other times.

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

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

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

**SECTION 7: STANDARD TERMS**

**7.1 Notice.** Any notice required, or permitted, under the Contract shall be in writing and shall be effective immediately upon personal delivery, upon receipt of electronic mail, or three (3) days after mailing to the following:

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

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

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

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

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

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

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

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

**7.7.1 Scope.** If either party has a good-faith dispute regarding the interpretation of a term of this contract or a missing term that was not contemplated by the parties at the time they signed this contract but is now something that should be negotiated, that party may identify the dispute and provide a draft amendment to the contract to remedy the dispute. Disputes arising out of the COMMISSION'S duty as an authorizer, interpretations of state or federal statute, regulation, or policies of a federal entity or a different state entity, Charter revocation, suspension or renewal shall not be subject to this dispute resolution process.

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

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

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

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

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

- i. If either party invokes the process for selecting a neutral third party to assist in resolving the dispute, it shall include in the notice the name of a proposed neutral third party along with his/her qualifications.
- ii. If the other party does not agree to the proposed neutral third party, it shall identify an alternate neutral third party along with his/her qualifications within seven (7) days.
- iii. If the other party does not agree with the alternate designation, it shall give notice within seven (7) days.
- iv. In the event that the Parties cannot agree on a mediator the Parties shall request the assignment of a mediator from the Office of Dispute Prevention and Resolution, of the General Services Department's Risk Management Division. The assigned mediator shall mediate the dispute.
- v. Apportionment of all costs related to the dispute resolution process: Each party shall pay one-half of the reasonable fees and expenses of the neutral third party. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, shall be paid by the party incurring such costs.

GOVERNING BOARD of CHARTER SCHOOL NAME

Executed this day of 20\_\_.

By Charter Representative(s):

---

[NAME], President.

---

[NAME, Title.]

NEW MEXICO PUBLIC EDUCATION COMMISSION

Executed this day of 20\_\_.

---

[NAME], Chair.

DRAFT 121522