

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 BODY, known as the [name of governing body] (“GOVERNING BODY”) effective this __ day of _____ 20___. Hereafter, each party may be referred to as “Party” or both parties as “Parties.”

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 new and renewing charter school applications and to negotiate in good faith and execute, charter contracts that meet the requirements of the Act with the governing body of an authorized state charter school;

WHEREAS, the COMMISSION is further authorized pursuant to the Act, to monitor charter schools’ compliance with the requirements of the Act, applicable provisions of the New Mexico Administrative Code (“NMAC”) and the Charter Contract;

WHEREAS, the COMMISSION is further authorized pursuant to the Act to determine whether to approve a new charter school application and whether an authorized State charter school merits revocation, nonrenewal, or renewal with conditions;

WHEREAS, the COMMISSION approved the School’s [new charter application/ charter renewal application CHECK ONE] on [DATE OF CHARTER APPLICATION APPROVAL], and now enters this Charter Contract with the School’s Governing Body; and,

WHEREAS, pursuant to the Act, the COMMISSION and the GOVERNING BODY wish to enter into this Charter Contract, in order to define each Party’s responsibilities, and identify the financial, academic, and operational performance expectations that will guide the monitoring, oversight and evaluation of the School by the COMMISSION and the Charter Schools Division of the New Mexico Public Education Department.

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

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.

“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 chair or president of the GOVERNING BODY and any other the designated school official, authorized by the GOVERNING BODY to legally bind the School to

the Charter Contract or to provide information to the COMMISSION or Commission Staff on behalf of the School as set forth in this Charter Contract or Commission Rule.

“Commission” means the Public Education Commission.

“Commission staff” or “CSD” means the Charter School Division of the Department as established by law to provide the services set forth in NMSA 22-8B-17.

“Commission website” means the web page maintained by the Department on behalf of the Commission and the location where the Commission posts and maintains as current the PEC’s Procedures and its directives, instructions, templates and forms, and timelines adopted by it pursuant to 6.2.9.7(CC).

“Corrective Action Plan” means a plan developed by the School and submitted to, and approved by, the COMMISSION to remedy operational or financial violations or problems or address academic performance issues under the intervention ladder pursuant to NMAC 6.2.9.13.B.6.

“Days” means unless otherwise specified in a provision in this rule or applicable statute, business days when the period referenced is 10 days or less, and calendar days when the period referenced is 11 days or more. In computing the number of days, exclude the day of the event that triggers the period, and include the last day of the period. If the last day is a day when the department is closed, the period continues to run until the end of the next business day that the department is not closed. Whenever a person or entity acts under this rule within a prescribed period after service of a notice or paper upon the person or entity, and the notice or paper is served by mail or courier service, three calendar days are added to the prescribed period.

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

“Department Rule” means 6.80.4.1 *et.seq.* NMAC

“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 related purposes.

“Governing /Body” means the governing body of the School that shall operate as set forth in the Charter Contract, as required by law and consistent with its governing documents.

“Head administrator” means the School’s administrator licensed by the Department and hired by the GOVERNING BODY to manage the day-to-day operations of the School with duties similar to that of a superintendent as set forth in NMSA 1978, §22-5-14; NMAC 6.80.4.7.

“Instructional Hours” has the meaning as set forth in NMSA 1978, §22-2-8.1 (2023).

“Intervention concern” has the meaning as set forth in NMAC 6.2.9.7 [or Exhibit “x”] and is unsatisfactory performance or a contract violation that may cause the division to recommend or the commission to begin an action under the intervention ladder.

“Intervention ladder” has the meaning as set forth in NMAC 6.2.9.7 [or Exhibit “x”] and are procedures adopted by the commission to impose interventions intended to address a state charter school’s unsatisfactory performance or non-compliance with the contract.

“Mission” means the stated educational and pedagogical purpose of the School consistent with NMSA 1978, §22-8B-3 of the Act, as provided herein.

“NMAC” means the New Mexico Administrative Code.

“NMSA” means the New Mexico Statutes Annotated.

“PEC Procedures” has the meaning as set forth in NMAC 6.2.9.7 [or Exhibit “x”] and are the Commission’s adopted procedures posted on the Commission’s webpage on the Department’s website containing the procedures the Commission has adopted in support of its authorizing practices pursuant to NMAC 6.2.9.1 et. seq. as may be amended pursuant to the regulation.

“Performance Framework” is a material term of this Charter Contract set forth in Exhibit A as if fully set forth herein, negotiated pursuant to NMSA 1978, §22-8B-5.3(E) and which includes the requirements of NMSA 1978, §22-8B-9 and 22-8B-9.1.

“Procurement Code” means Sections 13-1-28 to 13-1-199, NMSA 1978.

“Public School Finance Act” means Sections 22-8-1 to 22-8-49, NMSA 1978.

“Rule” means a regulation governing the COMMISSION’s oversight responsibilities issued pursuant to the State Rules Act (NMSA 1978, §14-4-1 to 11) and codified as NMAC 6.2.9.1, *et seq.* If the Rule as contemplated herein is not codified, Exhibit “x” shall govern the relevant provisions of this Charter Contract until such time as the Rule is codified.

“Secretary” means the cabinet secretary of the Department.

“State” means the State of New Mexico.

SECTION 2. EXHIBITS AND REQUIRED DOCUMENTS

2.1. Exhibits. The following are exhibits to the Charter Contract.

Exhibits incorporated into the Charter Contract	
Exhibit A	Performance Framework
Exhibit B	Board of Finance authorization letter from the COMMISSION
Exhibit C	List of Discretionary Waivers ¹
	Place holder for rule as an exhibit.

2.2. Charter School Required Elements. The School shall maintain the following described operational elements and provide and maintain current information about each element according to the PEC Procedures as posted on the Commission website. The PEC Procedure documents referenced in

¹ Amendments to this list may be amended by providing an amended Exhibit C to the Commission.

this section may be amended by the Commission pursuant to the Rule or converted to an on-line notification process.

	Operational Elements		Current PEC Procedure form
A.	Head Administrator	The Governing Body shall employ a head administrator.	Document B.1.
B.	Business Manager	The School and/or its Governing Body shall contract with, or the Head Administrator shall employ, a licensed school business official as the term is defined in 6.63.12 NMAC.	Document B.1
C.	Chief Procurement Officer	The School and/or its Governing Body shall contract with, or the Head Administrator shall employ, a chief procurement officer as the term is defined in 13-1-38.1 1978 NMSA.	Document B.1
D.	Member information	The Governing Body shall maintain with the CSD a list of its current members, a copy of each member's signed assurances as required by NMSA 1978, §22-8B-9(B)(6) and a signed Conflict of Interest Disclosure.	Document B.2, B2.a, B2.b, B2.c
E.	Admissions/Lottery/Enrollment Policies and Procedures	The School shall maintain admission, lottery and enrollment policies consistent with law.	Document B.3
F.	Governance Policies	The Governing Body of the School shall be governed through policies adopted by the Governing Body which shall be designated as the Governing Body's bylaws.	Document B.4
G.	Pre-Kindergarten Program	The School shall notify the Commission if it has been awarded a pre-kindergarten/pre-school program grant and is operating said program, or a tuition-based preschool program operated at the School. In this notification, the School will attest that the students are supported by non-SEG funds and that any lottery preference complies with state and federal law.	Document B.5
H.	Lease/Lease Purchase Arrangement	The School shall provide a copy of its current lease or lease purchase arrangement to CSD.	Document B.6
I.	Foundation Membership	The School shall provide information on Foundation members and signed Conflict of Interest Disclosures from members and	Document B.7

		any staff that they have no conflict of interest with regard to the School by sitting on the board or because of their employment at the foundation.	
J.	Conflict of Interest Forms for Staff	The School shall provide a conflict of interest for any school staff, board member or volunteer at the School that also volunteers for, has a relationship with, receives a benefit from, is employed by or contracts with the Foundation or a Third-Party Contractor identified below	Document B.____
K.	Third-Party Contractor	If the School has identified a Third-Party Contractor below, the School shall provide a copy of the contract or MOU with the Third-Party Contractor	Document A.6
L.	Foundation	If the School has identified a Foundation below, the School shall provide a copy of the contract or MOU with the Third-Party Contractor	Document A.6

SECTION 3: SCHOOL SPECIFIC TERMS

The GOVERNING BODY shall govern the School as required by this Charter Contract and in accordance with all laws, regulations and policies applicable to it.

3.1 Public School. The GOVERNING BODY shall ensure that:

A. the School is operated as a public school consistent with the terms of the Charter Contract including the Performance Framework², all applicable laws and shall be governed and managed in a financially prudent manner according to accounting and auditing standards applicable to public entities in the State;

B. it has employed a licensed head administrator who shall be held accountable by the GOVERNING BODY for staffing the School with qualified personnel, and who shall oversee the operations of the School;

C. the School is operated as a nonsectarian, nonreligious and non-home-based public school;

D. the School offers and provides a free public education to all school-age persons who are accepted for enrollment, through a lottery if there are more students seeking to enroll than seats available, and an enrollment process that complies with the Act and law;

E. the School complies with all state and federal health and safety requirements applicable to public schools, including those health and safety codes relating to educational building occupancy;

² Exhibit A

F. the expenditure of public funds in accordance with all state and federal laws and rules, including but not limited to the Procurement Code; and

G. the Governing Body is operating according to its bylaws,

3.2 Charter Contract Term and Condition of Approval. This school has been an authorized charter school since _____. This Charter Contract shall be in full force and effect from July 1, _____ until June 30, _____, unless it is revoked by the COMMISSION pursuant to the Act, the Rule and provisions of this Charter Contract. The Charter Contract will not automatically be renewed or extended; the Charter Contract may be renewed by the COMMISSION upon timely application, and upon such terms and conditions as set forth in this Charter Contract, and consistent with the Act and applicable regulations of the Department and Commission.

The School was

- renewed without condition;
 - renewed with the following condition:
-

3.3 Mission and Report. The School's mission is as stated below:

Mission: _____

The School may request that the mission be amended by submitting an amendment form.³

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

- A. _____
- B. _____
- C. _____
- D. _____ [add more as necessary]
- E. The School

- uses or
- does not use mixed grade or mixed age education as part of its model.

If the School does, explain _____

The School shall, as part of its Annual Site Visit, provide the CSD with the following information regarding what the school is doing to meet its Educational Program. *[insert contemplated evidence or reference relevant parts of the Performance Framework; which may be in the form of a checklist]*

The School may request that the educational program be amended by submitting an amendment form.⁴

³ Current PEC Procedure Form A.1

⁴ Current PEC Procedure Form A.2

3.5 Manner of instruction. [SELECT ONE]⁵

Virtual instruction may be employed by the School, if provided by statute, rule, policy or executive order subsequently issues by the Department, or as ordered by the New Mexico Department of Health or Executive Orders of the Governor of New Mexico, without amendment to the Charter Contract. Nothing in this section prohibits using virtual instruction as an accommodation under a 504 Plan or to deliver special education or related services if to do so is consistent with the Charter School’s educational program delivered pursuant to this Charter Contract.

The School may request that the educational program be amended by submitting an amendment form.⁶

A.1 No Virtual Instruction. The School’s educational program does not include a virtual, hybrid or blended learning model, nor incorporate a virtual component in its educational program.

A.2 Some Virtual Components. The Charter School uses virtual instruction, or a hybrid or blended learning model as follows: [*modify language, if needed*]

- 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;
- iii. virtual instruction with non-school personnel through a virtual school program as described here: _____; and
- iv. {provide additional information}
_____ OR

A.3 Fully Virtual School. The School will provide all instruction in a virtual setting.

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.

The School may request that the enrollment cap or grade levels be amended by submitting an amendment form.⁷

3.7 Authorized Facility and Facility Occupancy Capacity [*Check one*]

⁵ Exhibit A

⁶ Current PEC Procedure Form A.2

⁷ Current PEC Procedure Form A.3 and A.4

The School will provide in-person instruction as described in 3.5 above at the Facility identified below:

School Name:

Street Address:

City, State Zip:

The School may not exceed the approved occupancy capacity of the Facility, which is _____. The School may move facilities by following the PEC procedure processes.

OR

Virtual Instruction only. The school is approved as a school authorized to provide all virtual instruction, stores school records, and identifies its principal place of business at the following location:

Street Address:

City, State Zip:

The School may request that the educational program be amended by submitting an amendment form.⁸

3.8 Third Party Contracts and Relationships

3.8.1 Public Funds Limitation. The GOVERNING BODY shall not contract with a for-profit entity for the management of the charter school.

3.8.2 Essential Third Party Relationship Declaration.

Not Applicable.

The GOVERNING BODY or School has a contractual relationship with a third-party entity or individual that is a foundational element to the implementation of the School's mission or educational program. That third party is _____ and the third party provides the following service to the School _____.

The School has provided the required documentation related to this relationship as set forth in The School may request that the contractual relationship information be amended by submitting an amendment form.⁹

3.8.3 Foundation Declaration.

Not Applicable.

The School has a relationship with _____, a non-profit foundation the primary purpose of which is [check all that are applicable]

⁸ Current PEC Procedure Form A.7 and 8

⁹ Current PEC Procedure Form A.6

- to provide financial support to the School through grants or other funds generated by the nonprofit; and
- to provide a Facility and facilities related costs for the School, paid for by the School, as follows _____;
- to utilize funds contributed by the School for the following additional purposes:

3.9 Transportation & Food Services

The School is a public school that may contract with a school district or other party for provision of financial management, food services, transportation, facilities, education-related services or other services.

The School:

- provides transportation
- does not provide transportation

The School:

- provides food services to include: breakfast lunch snacks
- does not provide food services

3.10 Notification of Discretionary Waivers. Notice has been provided to the COMMISSION regarding discretionary waivers, if any, approved by the Secretary. The School will update this list as needed¹⁰. The School shall be entitled to implement all mandatory waivers as contemplated pursuant to NMSA 1978, §22-8B-5(C) without notice to the Commission.

SECTION 4. SCHOOL EVALUATION AND OVERSIGHT.

Pursuant to, and consistent with, the Act and NMAC 6.2.9.1 et. seq., the School’s performance assessment will be conducted as follows:

4.1 Annual Review and Corrective Action regarding Unsatisfactory Performance. The Commission shall conduct an evaluation of the School each year of this Charter Contract term according to the requirements of the Act, Rule, PEC Procedures, and the evaluation criteria set forth in the Performance Framework. See NMSA 1978, §22-8B-12(E) and NMAC 6.2.9.12 and 13. In performing the Annual Site Visit and issuing the Annual Report as defined in the Rule, the Parties shall adhere to the procedures, timelines and notice requirements set forth in the Rule.

The annual assessment shall be conducted through the following:

¹⁰ All discretionary waivers are identified in *Exhibit C* as may be amended by submitted a revised Exhibit C.

- A. Through an assessment of the performance indicators and performance targets negotiated between the Parties and set forth in the Performance Framework;
- B. During the performance review site visit required by the Act, as evaluated through the CSD's review and the School's response to any such review or annual site visit report;
- C. Through the annual report provided to, and accepted by, the COMMISSION; and
- D. Through annual report notices provided by the COMMISSION.

The School will correct unsatisfactory performance in the time provided by the COMMISSION and may take such action as authorized by NMAC 6.2.9.13 to do so.

4.2. Performance Framework. The COMMISSION shall assess the School's academic, operational and financial performance based on performance indicators and performance targets set forth in the Performance Framework. The Performance Framework will include indicators and targets as required by law; additional indicators must be negotiated by the Parties. The evaluation of the School's performance based on the Performance Framework shall be conducted using the criteria set forth in the Performance Framework, which shall not be modified without an amendment to this Charter Contract.

4.3 Evaluation of the Performance Framework and Conditions. The School shall maintain records that evidence compliance with its obligations under the Charter Contract, including the Performance Framework and evaluation tool agreed to by the Parties. The GOVERNING BODY and the COMMISSION have developed evaluation tools, attached to this Charter Contract, reflecting the manner in which the following will be evaluated: *[check all that apply]*

- school-specific indicators in the Performance Framework,
- any alternative assessments created by the School as part of Performance Framework, and
- any condition placed on the School at its initial approval or at renewal for this charter term.

4.4 Notification of Unsatisfactory Performance and Intervention Ladder. The COMMISSION shall address the School's unsatisfactory performance or other performance deficiencies meriting corrective action, up to and including those serious enough to lead to non-renewal, renewal with conditions, or revocation pursuant to the procedures, timelines and notice requirements set forth in the Rule at Sections 6.2.9.12, 6.2.8.13, 6.2.8.14, 6.2.8.15, and 6.2.8.16 NMAC.

4.5 Renewal. Within the time period established by the Act and pursuant to NMAC 6.2.9.15, as may be amended, the GOVERNING BODY may submit a renewal application to the COMMISSION on forms approved by the COMMISSION. The application shall include all information required by law. Legal grounds for nonrenewal are articulated in NMSA 1978, §22-8B-12(K) of the Act.

4.6 Revocation. The COMMISSION may take action to revoke the Charter Contract in accordance procedures, timelines and notice requirements provided in the Act, Department regulation, and the Rule . The Commission must demonstrate that the School has violated any one of the reasons set forth in NMSA 1978, §22-8B-12(K) of the Act.

4.7 Written Decision. If the COMMISSION, revokes, does not renew or renews with conditions, it shall state its reasons and legal grounds established for its actions at the hearing on the matter in writing taken. The and deliver that written decision within 14 days of the public hearing at which the vote was written decision shall comply with the requirements of 6.80.4.3(E) NMAC.

4.8 Appeal. If the COMMISSION suspends, revokes, does not renew or renews with conditions, the School may appeal the decision to the Secretary pursuant to the Act and the Department Rule at 6.80.4.14 NMAC.

4.9 Tribal Consultation. If the School is located on tribal land, the COMMISSION and School agree to consult with the tribe prior to any action that may result in the School's closure in accordance with the requirement of the Act.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE COMMISSION

The COMMISSION, as the Chartering Authority, shall:

5.1 Comply with Legal Obligations. The Commission shall conduct its oversight and monitoring of the School in accordance with all laws, regulations and policies applicable to it, including, but not limited to the Act, the Rule, the Department Rule, PEC Procedures, the Open Meetings Act (NMSA 1978, §§10-15-1, *et seq.*) and the Government Conduct Act (NMSA 1978, §§10-16-1, *et seq.*).

5.2 Timely Respond to Submissions. Evaluate all submissions by the GOVERNING Body or School, including amendment requests, and act in accordance with this Charter Contract, the Act, the Rule, and the PEC Procedures on each submission or request.

5.3 Charter School Division Withholding and Expenditures The CSD acting for the COMMISSION is allowed to withhold and use up to two percent (2%) of the school-generated program cost for the administrative support and monitoring and oversight obligations as provided in Section 22-8B-13 NMSA 1978 [2023]. For each year of the term of this Charter Contract, after July 15, 2024, the COMMISSION shall direct the CSD to post to the COMMISSION website, on or before July 30, 2024 and each July 30 of each year thereafter, an oversight and expenditure plan for the allowable monies withheld from the budgets of the charter schools authorized by the COMMISSION.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE GOVERNING BODY

6.1. Governing Body Membership requirements. The GOVERNING BODY shall consist of no fewer than five members, and the Governing Body; will require each member to comply with training requirements consistent with law; will require each member, as a school volunteer, to comply with §22-10A -1 *et. seq.*

6.2 Board of Finance Designation.

6.2.1 Required Information. The GOVERNING BODY shall, at all times, be qualified and designated to act as a board of finance as contemplated by NMSA 1978, §22-8-38(B) and NMRA 60.8.4.16 and shall complete and keep current documents as required by PEC Procedures.¹¹

¹¹ See Exhibit B, Document B.2, B2.a, B2.b, B2.c.

6.2.3 BOARD of Finance Suspension. If at any time, the GOVERNING BODY's qualification as a Board of finance is suspended by the Department pursuant to NMSA 1978, § 22-8-39, the COMMISSION shall consider whether to issue a notice of breach as defined by the Rule or commence proceedings to revoke or non-renew the charter for failing to meet generally accepted standards of fiscal management as contemplated by NMSA 1978, §22-8B-12(K)(2). If the COMMISSION decides not to revoke or does not deny a School's renewal because of the Department's suspension of the board of finance, the GOVERNING BODY shall be required to develop and successfully implement a commission-approved Corrective Action Plan in consultation with the Department to address the reasons for the suspension of the board of finance designation to obtain this designation again within a reasonable time.

6.3 Insurance Required. The School shall obtain insurance coverage through, and in types and amounts required by, New Mexico Public School Insurance Authority unless an exception is provided as authorized by law.

SECTION 7: INTERACTIONS BETWEEN THE PARTIES.

7.1 Facility Access Required. The School shall allow the COMMISSION and the CSD to visit the Facility with reasonable notice to conduct the oversight and monitoring responsibilities as contemplated by and in the same manner as defined in NMSA 1978, §22-8B-12, the Rule and this Charter Contract. .

7.2 COMMISSION access to School records. The School shall provide information as may be reasonably requested by the COMMISSION upon reasonable notice which shall be no sooner than ten (10) days unless exigent circumstances exist. The COMMISSION and CSD agree to first attempt to obtain the information sought from the Department if the Department maintains the data through reporting platforms including but not limited to OMBS and STARS. The COMMISSION shall not have access to confidential information about students, employees, volunteers, contractors or other agents or representatives of the School without prior written consent of the parent/guardian, student or persons affected.

7.3 Records.

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

7.3.2 Student Attendance and Instructional Hours. The School shall maintain daily attendance records and comply with the number of instructional hours required by State law, based on the grade levels served, which may be verified by the School's calendar submitted to the Department during budget development and through the Department's STARS platform.

7.3.3 Notice of Violation of Law. The School shall

A. provide a written copy to the COMMISSION of a final determination from a state or federal court or administrative agency with jurisdiction over the subject matter of a violation of law by the School;

B. comply with NMSA 1978, §22-10A-5.1 regarding reporting of ethical misconduct or ensure compliance of the School staff with NMAC 6.60.9 related to the code of conduct for school employees;

C. notify the COMMISSION within 15 days of being notified by a governmental entity with jurisdiction of a charge or a conviction(s) for, any crime related to the misappropriation or theft of School funds or property by a member or School employee. All personal identifiers shall be redacted and not disclosed publicly by the CSD or the Commission unless compelled to do so, and

D. notify the COMMISSION within 15 days if the School reports an issue to a governmental entity with jurisdiction to investigate any crime related to the misappropriation or theft of School funds or property by a member or School employee, or if the School is made aware of that the Department is taking action against the license of one of its employees for any reason, including failure to comply with NMAC 6.60.9. All personal identifiers shall be redacted and not disclosed publicly by the CSD or the Commission unless compelled to do so.

SECTION 8: STANDARD TERMS

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

Charter School:	New Mexico Public Education Commission:
Head of School Governing Body 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 Commission website with a copy to: charter.schools@ped.nm.gov Email is the primary notification.

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

8.3 Amendments.

8.3.1 Either party may amend this contract, and such request shall be considered in good faith by the other.

8.3.2 In the event of a change in a statute passed by Congress or the New Mexico Legislature or a state or federal constitutional change that affects the rights or obligations of the Parties to this Charter Contract, this Charter Contract shall be deemed to be amended to conform to the new law unless to do so would cause an unconstitutional impairment of contract.

8.3.3 If the COMMISSION amends or modifies the Rule during the term of this Charter Contract, and the School believes that the Rule change impairs the School's rights, obligations or performance of this Charter Contract, the School shall notify the COMMISSION within ninety days, and the parties shall negotiate an amendment to this Charter Contract in good faith, unless said Rule amendment or modification is required by a change in state or federal law.

8.3.4 In the event of a change in the law or the Rule, either party may request that the parties clarify this Charter Contract as it relates to the law change. If a Charter Contract amendment proposed by either Party cannot be agreed upon, either Party 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 approved in writing by the Parties.

8.4 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.

8.5 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 by a court of competent jurisdiction, the remainder of this Charter Contract shall not be affected and shall be valid and enforceable.

8.6 Assignment. Neither Party may assign its rights or interest in this Charter Contract unless authorized by law and agreed to by both Parties. The School may apply to a new authorizer at renewal of the charter contract.

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

8.7.1 Scope. Except as otherwise provided herein, if either Party has a dispute regarding interpretation or implementation of a Charter Contract provision, that Party shall present the dispute to the other Party in writing. Charter disputes arising out of interpretation of state or federal statute, regulation, or policies applicable to the Charter Contract, the School or Commission, recommendations made by Commission staff or the Commission's authorizing decision under the Charter Contract shall not be subject to this dispute resolution provision.

8.7.2 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 the dispute must identify the dispute and provide:

- A. the Charter Contract provision at issue,
- B. the specific reasons the Party contends the other Party's implementation or interpretation of the Charter Contract provision is in error,
- C. include a statement of the facts giving rise to the dispute,

- D. included documents supporting that Party's position
- E. propose a desired resolution, and
- F. the names of proposed mediators, along with a description of the qualification of the mediator and that person's availability within a 30 day time period to hear the dispute. If the dispute is regarding Charter Contract language, the Party opposed to the language shall present a draft amendment to the other Party proposing clarifying language.

8.7.3 Continuation of Charter Contract Performance: The GOVERNING BODY and the COMMISSION agree that the existence and details of a dispute under this Section 8.7 shall not excuse performance by either Party during the pendency of the dispute, except for any performance that may be directly affected by such dispute.

8.7.4 Response to Notice/Informal Process: Upon receipt of a Notice of Dispute, the COMMISSION or the Governing Body shall have 10 days to respond in writing. The written response may:

- A. Accept the proposal or propose an alternative solution to cure the dispute;
- B. Propose informal discussions to resolve the matter; and/or
- C. Accept or reject the proposed mediator. If the proposed mediator is not acceptable, an alternative name of a mediator, along with a description of the qualification of the mediator and that person's availability within a 30-day time period to hear the dispute.

In the event that the Parties cannot agree on a mediator the Parties shall request that the Secretary identify a mediator with availability to mediate the dispute within 30 days. The assigned mediator shall mediate the dispute.

8.7.5 Resolution and payment.

- A. The final resolution of the dispute shall be memorialized in writing, signed by the Parties' authorized representatives and, if appropriate, constitute an amendment to the Charter Contract.
- B. 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.

By the signature below, the person signing represents that he/she has authority to execute this Charter Contract on behalf of the School/Commission and that this Charter Contract was approved by that entity in a public meeting.

GOVERNING BODY of CHARTER SCHOOL NAME

Executed this ____ day of 20____.

By Charter Representative:

 [NAME], _____ [Title]

[NAME, Title.]

NEW MEXICO PUBLIC EDUCATION COMMISSION

Executed this day of 20__.

[NAME], Chair.

040723 Draft