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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

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

3 “Commission” means the Public Education Commission.

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

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

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

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

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

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

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

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

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

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

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

35
36 “Intervention ladder” has the meaning as set forth in NMAC 6.2.9.7 [or Exhibit “x”] and are
37 procedures adopted by the commission to impose interventions intended to address a state charter
38 school’s unsatisfactory performance or non-compliance with the contract.

1
2 "Mission" means the stated educational and pedagogical purpose of the School consistent with
3 NMSA 1978, §22-8B-3 of the Act, as provided herein.

4 "NMAC" means the New Mexico Administrative Code.

5 "NMSA" means the New Mexico Statutes Annotated.

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

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

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

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

15 "Rule" means a regulation governing the COMMISSION's oversight responsibilities issued
16 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
17 Rule as contemplated herein is not codified, Exhibit "x" shall govern the relevant provisions of this
18 Charter Contract until such time as the Rule is codified.

19 "Secretary" means the cabinet secretary of the Department.

20 "State" means the State of New Mexico.

21 **SECTION 2. EXHIBITS AND REQUIRED DOCUMENTS**

22 **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.

23

24 **2.2. Charter School Required Elements.** The School shall maintain the following described
25 operational elements and provide and maintain current information about each element according to
26 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.

Commented [j1]: The PED has committed to PEC to have a rule promulgated before the effective date of this Contract

Commented [PM2]: Please check for consistency. Either "Charter Contract" or "Contract" but the whole document should be the same.

- 1 this section may be amended by the Commission pursuant to the Rule or converted to an on-line
 2 notification process.
 3

	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	Document B.7

		of Interest Disclosures from members and 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

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SECTION 3: SCHOOL SPECIFIC TERMS

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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.

4

3.1 Public School. The GOVERNING BODY shall ensure that:

5

A. the School is operated as a public school consistent with the terms of the

6

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;

7

B. it has employed a licensed head administrator who shall be held accountable by

8

the GOVERNING BODY for staffing the School with qualified personnel, and who shall oversee the operations of the School;

9

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

10

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;

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² Exhibit A

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

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

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

7 **3.2 Charter Contract Term and Condition of Approval.** This school has been an authorized
8 charter school since _____. This Charter Contract shall be in full force and effect from July 1,
9 _____ until June 30, _____, unless it is revoked by the COMMISSION pursuant to the Act, the
10 Rule and provisions of this Charter Contract. The Charter Contract will not automatically be renewed or
11 extended; the Charter Contract may be renewed by the COMMISSION upon timely application, and
12 upon such terms and conditions as set forth in this Charter Contract, and consistent with the Act and
13 applicable regulations of the Department and Commission.

14 The School was

15 renewed without condition;

16 renewed with the following condition:
17 _____

18 **3.3 Mission and Report.** The School's mission is as stated below:

19 **Mission:** _____

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

21 **3.4 Educational Program:** The School's educational program shall be as described below

22 A. _____

23 B. _____

24 C. _____

25 D. _____ [add more as necessary]

26 E. The School

27 uses or

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

29 If the School does, explain _____

³ Current PEC Procedure Form A.1

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

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

6 **3.5 Manner of instruction. [SELECT ONE]⁵**

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

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

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

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

- 20 i. in-person on-site instruction for ____% of the educational hours of the School;
- 21 ii. virtual instruction provided by school personnel for ____% of the educational
22 hours of the School;
- 23 iii. virtual instruction with non-school personnel through a virtual school program
24 as described here: _____; and
- 25 iv. {provide additional information}
- 26 _____ OR
- 27 _____

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

29 **3.6 Enrollment Cap and Authorized Grade Levels.**

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

⁴ Current PEC Procedure Form A.2
⁵ Exhibit A
⁶ Current PEC Procedure Form A.2

1 The School may make modifications as to the number of students in any particular grade, and
2 number of students within a class to accommodate staffing decisions that are consistent with the
3 School's programmatic needs.

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

6

7 **3.7 Authorized Facility and Facility Occupancy Capacity [Check one]**

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

10 School Name:

11 Street Address:

12 City, State Zip:

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

15 OR

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

18 Street Address:

19 City, State Zip:

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

22

23 **3.8 Third Party Contracts and Relationships**

24 **3.8.1 Public Funds Limitation.** The GOVERNING BODY shall not contract with a for-profit
25 entity for the management of the charter school.

26 **3.8.2 Essential Third Party Relationship Declaration.**

27 Not Applicable.

28 The GOVERNING BODY or School has a contractual relationship with a third-party
29 entity or individual that is a foundational element to the implementation of the School's mission or

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

⁸ Current PEC Procedure Form A.7 and 8

1 educational program. That third party is _____ and the third party provides the
2 following service to the School _____.

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

6 **3.8.3 Foundation Declaration.**

- 7 Not Applicable.
- 8 The School has a relationship with _____, a non-profit foundation the primary
9 purpose of which is [check all that are applicable]
- 10 to provide financial support to the School through grants or other funds
11 generated by the nonprofit; and
- 12 to provide a Facility and facilities related costs for the School, paid for by the
13 School, as follows _____;
- 14 to utilize funds contributed by the School for the following additional purposes:
15 _____
16 _____

17
18 **3.9 Transportation & Food Services**

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

22 The School:

- 23 provides transportation
- 24 does not provide transportation

25 The School:

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

28
29 **3.10 Notification of Discretionary Waivers.** Notice has been provided to the COMMISSION
30 regarding discretionary waivers, if any, approved by the Secretary. The School will update this list as

⁹ Current PEC Procedure Form A.6

1 needed¹⁰. The School shall be entitled to implement all mandatory waivers as contemplated pursuant to
2 NMSA 1978, §22-8B-5(C) without notice to the Commission.

3 **SECTION 4. SCHOOL EVALUATION AND OVERSIGHT.**

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

6 **4.1 Annual Review and Corrective Action regarding Unsatisfactory Performance.** The
7 Commission shall conduct an evaluation of the School each year of this Charter Contract term according
8 to the requirements of the Act, Rule, PEC Procedures, and the evaluation criteria set forth in the
9 Performance Framework. See NMSA 1978, §22-8B-12(E) and NMAC 6.2.9.12 and 13. In performing the
10 Annual Site Visit and issuing the Annual Report as defined in the Rule, the Parties shall adhere to the
11 procedures, timelines and notice requirements set forth in the Rule.

12 The annual assessment shall be conducted through the following:

13 A. Through an assessment of the performance indicators and performance targets
14 negotiated between the Parties and set forth in the Performance Framework;

15 B. During the performance review site visit required by the Act, as evaluated
16 through the CSD's review and the School's response to any such review or annual site visit report;

17 C. Through the annual report provided to, and accepted by, the COMMISSION; and

18 D. Through annual report notices provided by the COMMISSION.

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

21 **4.2. Performance Framework.** The COMMISSION shall assess the School's academic,
22 operational and financial performance based on performance indicators and performance targets set
23 forth in the Performance Framework. The Performance Framework will include indicators and targets as
24 required by law; additional indicators must be negotiated by the Parties. The evaluation of the School's
25 performance based on the Performance Framework shall be conducted using the criteria set forth in the
26 Performance Framework, which shall not be modified without an amendment to this Charter Contract.

27 **4.3 Evaluation of the Performance Framework and Conditions.** The School shall maintain
28 records that evidence compliance with its obligations under the Charter Contract, including the
29 Performance Framework and evaluation tool agreed to by the Parties. The GOVERNING BODY and the
30 COMMISSION have developed evaluation tools, attached to this Charter Contract, reflecting the manner
31 in which the following will be evaluated: *[check all that apply]*

32 school-specific indicators in the Performance Framework,

33 any alternative assessments created by the School as part of Performance
34 Framework, and

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

1 any condition placed on the School at its initial approval or at renewal for this
2 charter term.

3 **4.4 Notification of Unsatisfactory Performance and Intervention Ladder.** The
4 COMMISSION shall address the School’s unsatisfactory performance or other performance deficiencies
5 meriting corrective action, up to and including those serious enough to lead to non-renewal, renewal
6 with conditions, or revocation pursuant to the procedures, timelines and notice requirements set forth
7 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.

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

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

16 **4.7 Written Decision.** If the COMMISSION, revokes, does not renew or renews with
17 conditions, it shall state its reasons and legal grounds established for its actions at the hearing on the
18 matter in writing taken. The and deliver that written decision within 14 days of the public hearing at
19 which the vote was written decision shall comply with the requirements of 6.80.4.3(E) NMAC.

20 **4.8 Appeal.** If the COMMISSION suspends, revokes, does not renew or renews with
21 conditions, the School may appeal the decision to the Secretary pursuant to the Act and the Department
22 Rule at 6.80.4.14 NMAC.

23 **4.9 Tribal Consultation.** If the School is located on tribal land, the COMMISSION and School
24 agree to consult with the tribe prior to any action that may result in the School’s closure in accordance
25 with the requirement of the Act.

26 **SECTION 5: ROLE AND RESPONSIBILITIES OF THE COMMISSION**

27 The COMMISSION, as the Chartering Authority, shall:

28 **5.1 Comply with Legal Obligations.** The Commission shall conduct its oversight and
29 monitoring of the School in accordance with all laws, regulations and policies applicable to it, including,
30 but not limited to the Act, the Rule, the Department Rule, PEC Procedures, the Open Meetings Act
31 (NMSA 1978, §§10-15-1, *et seq.*) and the Government Conduct Act (NMSA 1978, §§10-16-1, *et seq.*).

32 **5.2 Timely Respond to Submissions.** Evaluate all submissions by the GOVERNING Body or
33 School, including amendment requests, and act in accordance with this Charter Contract, the Act, the
34 Rule, and the PEC Procedures on each submission or request.

35 **5.3 Charter School Division Withholding and Expenditures** The CSD acting for the
36 COMMISSION is allowed to withhold and use up to two percent (2%) of the school-generated program
37 cost for the administrative support and monitoring and oversight obligations as provided in Section 22-
38 8B-13 NMSA 1978 [2023]. For each year of the term of this Charter Contract, after July 15, 2024, the

1 COMMISSION shall direct the CSD to post to the COMMISSION website, on or before July 30, 2024 and
2 each July 30 of each year thereafter, an oversight and expenditure plan for the allowable monies
3 withheld from the budgets of the charter schools authorized by the COMMISSION.

4 **SECTION 6: ROLE AND RESPONSIBILITIES OF THE GOVERNING BODY**

5 **6.1. Governing Body Membership requirements.** The GOVERNING BODY shall consist of no
6 fewer than five members, and the Governing Body; will require each member to comply with training
7 requirements consistent with law; will require each member, as a school volunteer, to comply with §22-
8 10A -1 *et. seq.*

9 **6.2 Board of Finance Designation.**

10 **6.2.1 Required Information.** The GOVERNING BODY shall, at all times, be qualified and
11 designated to act as a board of finance as contemplated by NMSA 1978, §22-8-38(B) and NMRA
12 60.8.4.16 and shall complete and keep current documents as required by PEC Procedures.¹¹

13 **6.2.3 BOARD of Finance Suspension.** If at any time, the GOVERNING BODY's
14 qualification as a Board of finance is suspended by the Department pursuant to NMSA 1978, § 22-8-39,
15 the COMMISSION shall consider whether to issue a notice of breach as defined by the Rule or
16 commence proceedings to revoke or non-renew the charter for failing to meet generally accepted
17 standards of fiscal management as contemplated by NMSA 1978, §22-8B-12(K)(2). If the COMMISSION
18 decides not to revoke or does not deny a School's renewal because of the Department's suspension of
19 the board of finance, the GOVERNING BODY shall be required to develop and successfully implement a
20 commission-approved Corrective Action Plan in consultation with the Department to address the
21 reasons for the suspension of the board of finance designation to obtain this designation again within a
22 reasonable time.

23 **6.3 Insurance Required.** The School shall obtain insurance coverage through, and in types
24 and amounts required by, New Mexico Public School Insurance Authority unless an exception is
25 provided as authorized by law.

26

27 **SECTION 7: INTERACTIONS BETWEEN THE PARTIES.**

28 **7.1 Facility Access Required.** The School shall allow the COMMISSION and the CSD to visit
29 the Facility with reasonable notice to conduct the oversight and monitoring responsibilities as
30 contemplated by and in the same manner as defined in NMSA 1978, §22-8B-12, the Rule and this
31 Charter Contract. .

32 **7.2 COMMISSION access to School records.** The School shall provide information as may be
33 reasonably requested by the COMMISSION upon reasonable notice which shall be no sooner than ten
34 (10) days unless exigent circumstances exist. The COMMISSION and CSD agree to first attempt to obtain
35 the information sought from the Department if the Department maintains the data through reporting
36 platforms including but not limited to OMBS and STARS. The COMMISSION shall not have access to
37 confidential information about students, employees, volunteers, contractors or other agents or

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

1 representatives of the School without prior written consent of the parent/guardian, student or persons
2 affected.

3 **7.3 Records.**

4 **7.3.1 Student Records.** The School shall maintain student records in accordance with all
5 federal and State laws, including those regarding privacy and State public records retention
6 requirements.

7 **7.3.2 Student Attendance and Instructional Hours.** The School shall maintain daily
8 attendance records and comply with the number of instructional hours required by State law, based on
9 the grade levels served, which may be verified by the School's calendar submitted to the Department
10 during budget development and through the Department's STARS platform.

11 **7.3.3 Notice of Violation of Law.** The School shall

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

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

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

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

28

29 **SECTION 8: STANDARD TERMS**

30 **8.1 Notice.** Any notice required, or permitted, under the Charter Contract shall be in
31 writing and shall be effective immediately upon personal delivery, upon receipt of electronic mail,
32 or three (3) days after mailing to the following:
33

Charter School:	New Mexico Public Education Commission:
------------------------	--

Head of School	Chair of the Public Education Commission
Governing Body Chair	New Mexico Public Education Commission
At the email addresses provided by the Charter School to the PED and listed on a PED maintained school directory.	300 Don Gaspar Santa Fe, NM 87505
Email is the primary notification.	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.

1
2 **8.2 Applicable Law.** This Charter Contract shall be governed and interpreted in accordance
3 with applicable New Mexico and federal laws.

4 **8.3 Amendments.**

5 **8.3.1** Either party may amend this contract, and such request shall be considered in
6 good faith by the other.

7 **8.3.2** In the event of a change in a statute passed by Congress or the New Mexico
8 Legislature or a state or federal constitutional change that affects the rights or obligations of the Parties
9 to this Charter Contract, this Charter Contract shall be deemed to be amended to conform to the new
10 law unless to do so would cause an unconstitutional impairment of contract.

11 **8.3.3** If the COMMISSION amends or modifies the Rule during the term of this Charter
12 Contract, and the School believes that the Rule change impairs the School's rights, obligations or
13 performance of this Charter Contract, the School shall notify the COMMISSION within ninety days, and
14 the parties shall negotiate an amendment to this Charter Contract in good faith, unless said Rule
15 amendment or modification is required by a change in state or federal law.

16 **8.3.4** In the event of a change in the law or the Rule, either party may request that
17 the parties clarify this Charter Contract as it relates to the law change. If a Charter Contract
18 amendment proposed by either Party cannot be agreed upon, either Party may appeal the impasse to
19 the Secretary as provided in NMSA 1978 section 22-8B-9. The Charter Contract shall not be otherwise
20 altered, changed or amended except as approved in writing by the Parties.

21 **8.4 Waiver.** Either Party's failure to insist on strict performance of any term or condition of
22 the Charter Contract shall not constitute a waiver of that term or condition.

23 **8.5 Invalid Term or Condition is Severable.** The provisions of this Charter Contract are
24 severable. If any term or condition is held to be invalid or unenforceable by a court of competent
25 jurisdiction, the remainder of this Charter Contract shall not be affected and shall be valid and
26 enforceable.

1 **8.6 Assignment.** Neither Party may assign its rights or interest in this Charter Contract
2 unless authorized by law and agreed to by both Parties. The School may apply to a new authorizer at
3 renewal of the charter contract.

4 **8.7 Dispute Resolution:** Disputes between the School and the COMMISSION shall be subject
5 to the dispute resolution process set forth in this section.

6 **8.7.1 Scope.** Except as otherwise provided herein, if either Party has a dispute regarding
7 interpretation or implementation of a Charter Contract provision, that Party shall present the dispute to
8 the other Party in writing. Charter disputes arising out of interpretation of state or federal statute,
9 regulation, or policies applicable to the Charter Contract, the School or Commission, recommendations
10 made by Commission staff or the Commission's authorizing decision under the Charter Contract shall
11 not be subject to this dispute resolution provision.

12 **8.7.2 Notice of Dispute:** Notice must be provided in writing that a dispute exists within
13 30 days from the date the dispute arises. The notice of the dispute must identify the dispute and
14 provide:

- 15 A. the Charter Contract provision at issue,
- 16 B. the specific reasons the Party contends the other Party's implementation or
17 interpretation of the Charter Contract provision is in error,
- 18 C. include a statement of the facts giving rise to the dispute,
- 19 D. included documents supporting that Party's position
- 20 E. propose a desired resolution, and
- 21 F. the names of proposed mediators, along with a description of the qualification
22 of the mediator and that person's availability within a 30 day time period to hear the dispute. If the
23 dispute is regarding Charter Contract language, the Party opposed to the language shall present a draft
24 amendment to the other Party proposing clarifying language.

25 **8.7.3 Continuation of Charter Contract Performance:** The GOVERNING BODY and the
26 COMMISSION agree that the existence and details of a dispute under this Section 8.7 shall not excuse
27 performance by either Party during the pendency of the dispute, except for any performance that may
28 be directly affected by such dispute.

29 **8.7.4 Response to Notice/Informal Process:** Upon receipt of a Notice of Dispute, the
30 COMMISSION or the Governing Body shall have 10 days to respond in writing. The written response
31 may:

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

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

4

5 **8.7.5 Resolution and payment.**

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

9 B. Each party shall pay one-half of the reasonable fees and expenses of the neutral
10 third party. All other fees and expenses of each party, including without limitation, the fees and
11 expenses of its counsel, shall be paid by the party incurring such costs.

12
13 By the signature below, the person signing represents that he/she has authority to execute this Charter
14 Contract on behalf of the School/Commission and that this Charter Contract was approved by that entity
15 in a public meeting.

16 GOVERNING BODY of CHARTER SCHOOL NAME

17 Executed this ___ day of 20___.

18 By Charter Representative:

19 _____
20 [NAME], _____ [Title]

21
22
23 _____
24 [NAME, Title.]

26 NEW MEXICO PUBLIC EDUCATION COMMISSION

27 Executed this day of 20___.

28 _____
29 [NAME], Chair.

30